AGENDA

WEDNESDAY, DECEMBER 8, 2021

*4:30 P.M. (CLOSED SESSION) *5:30 P.M. (OPEN SESSION)

PLEASE NOTE: WE ARE BACK TO IN-PERSON BOARD MEETINGS.
*DESIGNATED TIMES FOR CONFERENCE/DIscussion ITEMS ARE ESTIMATES.

PLEASE NOTE: PARKING WILL BE AVAILABLE FOR BOARD MEETINGS AFTER 5:00 P.M. AT THE “N” STREET PARKING PAVILION LOCATED ON THE SOUTHEAST CORNER OF TULARE AND “N” STREETS – ENTRANCE IS ON “N” STREET. Board meeting attendees without key cards should report to the parking booth to be scanned in by the attendant. Please do NOT pull a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

Individuals who plan to attend the meeting in person must go through the COVID-19 Daily Self-Health Screening Tool the day of the board meeting and must answer “no” to all questions.

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

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before the Board President announces the specific agenda item.

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

TRANSLATION SERVICES: Available in Spanish and Hmong in the meeting room upon request.
*4:30 P.M.
CALL Meeting to Order
OPPORTUNITY for Public Comment on Closed Session Agenda Items
RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); FUSD Negotiator(s): Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
   a. Principal
5. Conference with Legal Counsel - Existing Litigation - (Government Code Section 54956.9(d)(1)).
   a. Potential Case (One)
   b. Keven Page v. Fresno Unified Workers’ Compensation
      Fresno Unified Case No. WC18-1106-1915

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

PLEDGE OF ALLEGIANCE
A staff member will lead the flag salute.

HEAR Report from Superintendent

OPPORTUNITY for Public Comment on Consent Agenda Items

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

A. CONSENT AGENDA

A-1, APPROVE Personnel List
Included in the Board binders is the Personnel List, Appendix A, as submitted. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.
A. CONSENT AGENDA - continued

A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board
The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the November 17, 2021 Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-3, ADOPT Resolution in Support of Dual Enrollment
Included in the Board binders is a resolution in support of Dual Enrollment and the equitable expansion of Dual Enrollment offerings for Fresno Unified students. This resolution identifies the goal of expanding current dual enrollment offerings within all high schools to provide up to 12 units of transferable dual enrollment credit for students. This resolution includes six priority areas that will be a focus and guide as we seek to equitably expand dual enrollment within Fresno Unified. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-4, ADOPT Fresno Unified School District Resolution #21-12
Included in the Board binders is a State of California, Fresno Unified School District Resolution #21-12. This Resolution authorizes Santino Danisi, Chief Financial Officer authorization to sign and execute all documents by the California Department of Rehabilitation. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-5, APPROVE Renewal Agreement with Elixir Insurance Company
Included in the Board binders is a renewal agreement with Elixir Insurance Company, formerly Envision Insurance, to provide Medicare eligible retiree prescription benefit services. The Superintendent recommends approval. Fiscal Impact: Annual estimated cost of $8.2 million is available in the Internal Service Health Fund. Contact person: Santino Danisi, telephone 457-6226.

A-6, APPROVE Renewal Agreement with Kaiser Permanente
Included in the Board binders is a renewal agreement with Kaiser Permanente to provide medical services on behalf of benefit eligible employees and retirees. The district has offered medical benefit coverage through Kaiser Permanente since April 01, 2012. Kaiser is one of two different medical networks under which district employees and retirees access medical care. The Superintendent recommends approval. Fiscal Impact: Annual estimated cost of $17.1 million is available in the Internal Service Health Fund. Contact person: Santino Danisi, telephone 457-6226.
A. CONSENT AGENDA - continued

A-7, APPROVE Agreement with Activities Integrating Math and Science Education Foundation for Fresno Unified Winter Session 2021
   Included in the Board binder is an agreement for Activities Integrating Math and Science (AIMS) Education Foundation. The AIMS Education Foundation will be utilized to provide professional learning, instructional activities, and materials for students in grades fourth through sixth during the Winter Session 2021: December 21, 2021, through January 06, 2022. Materials will include activities for ten classroom sessions of designated sites to last three to four hours each. AIMS will also provide professional learning materials for teachers to use in preparation for the sessions. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of $34,650 are available in the Extended Learning budget. Contact person: Kim Mecum, telephone 457-3731.

A-8, APPROVE Agreement with Arte Americas
   Included in the Board binders is an agreement with Arte Americas. Arte Americas agrees to provide three separate three-day performing arts camps for up to 60 students in grades four through six at each camp (180 students total). Students will participate in a variety of enrichment activities. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of $42,276 are available in the Extended Learning Department budget. Contact person: Kim Mecum, telephone 457-3731.

A-9, APPROVE Agreement with Deborah McCoy
   Included in the Board binders is an agreement for Deborah McCoy. Deborah McCoy Talent Gallery will provide a ten-day performing art camp for up to 50 students in grades first through sixth. The camp will run from 8:00 am to 4:30 pm for each of the ten days. Students will learn Hip Hop, Art, Photography, and Musical Theater and will perform in showcase for families on the final day of the program. Cost per student $60 per day and covered by the Extended Learning budget. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of $30,000 are available in the Extended Learning budget. Contact person: Kim Mecum, telephone 457-3731.

A-10, APPROVE the California Teaching Fellows Foundation to Support Winter Camps 2021- Mindsets Learning, Inc. Agreement
   Included in the Board binders is a request to approve an agreement with Mindsets Learning, Inc. for the California Teaching Fellows Foundation. The California Teaching Fellows Foundation will provide Fresno Unified School District with an enrichment program based on the afterschool and summer programs. Enrichment will focus on Arts and Crafts, Science, Technology, Engineering and Mathematics, and Leadership with an emphasis on Service Learning and Social and Emotional Learning as part of Winter Camp 2021. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of $301,982 are available in the Extended Learning budget. Contact person: Kim Mecum, telephone 457-3731.
A-11, APPROVE Agreement with Adventure Education Solutions
Included in the Board binders is an agreement with Adventure Education Solutions for Fresno Unified Winter Session 2021. Adventure Education Solutions agrees to provide three separate three-day camps over the winter break in the areas of Winter Sports, Climbing and Fishing. These outdoor recreation, environmental science, and leadership development themed camps will be held for students in grades five through eight, free of charge. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of $229,162 are available in the Extended Learning Department budget. Contact person: Kim Mecum, telephone 457-3731.

A-12, APPROVE Request for Material Revision by Aspen Meadow Public School
Included in the Board binders is a copy of the revised Aspen Meadow Public School Petition and supporting documents delivered to the District on November 10, 2021 by Executive Director, Shelly Lether. Aspen Meadow Public School is requesting the following material revisions to its educational program: (1) Changes to the educational program by deletion of all references to grades seven and eight throughout the petition; and (2) The addition of required legal updates, including language modifications to reflect current Education Code. The Superintendent recommends approval. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-13, APPROVE Request for Material Revision by Aspen Valley Prep Academy
Included in the Board binders is a copy of the revised Aspen Valley Prep Academy Petition and supporting documents delivered to the District on November 10, 2021 by Executive Director, Shelly Lether. Aspen Valley Prep Academy is requesting the following material revisions to its educational program: (1) Changes to the educational program by deletion of all references to grades seventh and eighth throughout the petition; and (2) the addition of required legal updates, including language modifications to reflect current Education Code. The Superintendent recommends approval. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-14, APPROVE Grant Application to the California Department of Education for National School Lunch Program Equipment Assistance
It is recommended the Board approve submission of a grant application to the California Department of Education for a 2021 National School Lunch Program Equipment Assistance Grant. The grant provides funding to help schools serve healthier meals, provide meal service during pandemic or natural disaster, improve food safety, and help support the establishment, maintenance, or expansion of the school breakfast program. The district is requesting funding to support the purchase of a new meal delivery truck to replace an inoperable 1999 model. The Superintendent recommends approval. Fiscal Impact: The grant will provide up to $100,000 for the purchase of the delivery truck; additional funding is available in
A. CONSENT AGENDA - continued

the Cafeteria Fund to support the approximate $135,000 vehicle cost. Contact person: Karin Temple, telephone 457-3134.

A-15, APPROVE Use of Individual Piggyback Contracts
Included in the Board binders and recommended for approval is a list of 12 piggyback contracts for use during 2021/22 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to science and technology, HVAC equipment, student meal services, security hardware, performing arts supplies, and modular buildings. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The Superintendent recommends approval. Fiscal Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis. Impact: Contact person: Karin Temple, telephone 457-3134.

A-16, APPROVE Rejection of Bid 22-16, Tenaya Middle School Office and Site/Walk Improvements
Included in the Board binders is information on Bid 22-16, for new steel picket and chain-link fencing and gates, concrete sidewalks, entry canopy, new main office exterior doors and landscape and lighting improvements at Tenaya Middle School to improve safety and security for students, staff and visitors. Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount. The project scope will be evaluated for modification and rebid in the future. The Superintendent recommends approval. Fiscal Impact: Rejecting the bids results in no fiscal impact to the district at this time. Contact person: Karin Temple, telephone 457-3134.

A-17, RATIFY Addendum with New Life Physical Therapy Services, dba Goodfellow Therapy
Included in the board binders is an addendum with New Life Physical Therapy Services, dba Goodfellow Therapy in the amount of $96,000. The New Life Physical Therapy Services, dba Goodfellow will provide full time Occupational Therapy Services and Certified Occupational Therapist Assistants services with students who have been identified with these services on their Individualized Education Plans. The term of the Addendum commenced October 11, 2021 and ends June 30, 2022. The Superintendent recommends ratification. Fiscal Impact: Sufficient funds of $96,000 are available in the Special Education Department. Contact person: Kim Mecum, telephone 457-3731.
A. CONSENT AGENDA - continued

A-18, RATIFY Agreement with Good Company Players for Fifth Graders to See Founding Fathers and Mothers
Included in the Board binders is an agreement with Good Company Players who will produce the play, “Founding Fathers…and Mothers,” aligned to fifth grade standards to be performed for all fifth-grade students. Included in the agreement work are rehearsals and performances; director, sets and lighting; projections; costuming; stage management; sound production, and other technical support as needed. The Superintendent recommends ratification. Fiscal Impact: Sufficient funds in the amount of $28,404 are available in the Visual and Performing Arts budget. Contact person: Kim Mecum, telephone 457-3731.

A-19, RATIFY Grant Application to the California Department of Rehabilitation for the We Can Work Grant
Ratification is requested for the grant application and funding from the California Department of Rehabilitation for the We Can Work grant. Fresno Unified has been awarded the "We Can Work" grant with a three-year term. The grant provides work training that delivers pre-employment transition services to high school and post-secondary students between the ages of 16-21 with active Individualized Education Program goals and objectives. The Superintendent recommends ratification. Fiscal Impact: Fresno Unified will be reimbursed 100% of allowable program costs, up to $293,157. Contact person: Kim Mecum, telephone 457-3731.

A-20, RATIFY Change Orders for the Projects Listed Below
Included in the Board binders is information on Change Orders for the following projects:

- Bid 20-19, Fresno High School Career Technical Education (CTE) Building Construction
  Change Order 8 presented for ratification $ 88,091

- Bid 21-11, Edison High School Gymnasium Addition
  Change Order 5 presented for ratification $ 62,585

- Bid 21-25, Hoover High School Career Technical Education (CTE) Building and Construction Trades, Classroom Shop Improvements
  Change Order 3 presented for ratification $ 40,889

- Bid 21-37, Hoover High School Multipurpose Room HVAC Replacement
  Change Order 1 presented for ratification $ 12,304

The Superintendent recommends ratification. Fiscal Impact: Sufficient funding in the amount of $141,284 is available in the Measure X Fund for Bids 20-19, 21-25 and 21-37, and $62,585 is available in the School Facilities Fund for Bid 21-11. Contact person: Karin Temple, telephone 457-3134.
A. CONSENT AGENDA - continued

A-21, RATIFY the Filing of a Notice of Completion
Included in the Board binders is a Notice of Completion for the following project, which has been completed according to plans and specifications.

Bid 21-37, Hoover High School Multipurpose Room HVAC Replacement

The Superintendent recommends ratification. Fiscal Impact: Retention funds are released in accordance with contract terms and California statutes. Contact person: Karin Temple, telephone 457-3134.

A-22, RATIFY Purchase Orders from September 1, 2021 through September 30, 2021 – Primary Report
Included in the Board binders is information on purchase orders issued from September 1, 2021 through September 30, 2021. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal Impact: Funding is noted on the attached pages. Contact person: Karin Temple, telephone 457-3134.

A-23, RATIFY Purchase Orders from September 1, 2021 through September 30, 2021 – Supplemental Report
Included in the Board binders is information on purchase orders issued from September 1, 2021 through September 30, 2021. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal Impact: Funding is noted on the attached pages. Contact person: Karin Temple, telephone 457-3134.

A-24, RATIFY NAVEX Service Agreement
In the NAVEX service agreement, the vendor will provide us continued support for the framework of Diversity, Equity, and Inclusion. This work will be year 2 of a 3-year agreement dating from September 17, 2021-September 16, 2022. The Superintendent recommends ratification. Fiscal Impact: Sufficient funds in the amount of $56,200 are available in the Equity & Access budget. Contact person: Lindsay Sanders, telephone 457-3842.

END OF CONSENT AGENDA
(ROLL CALL VOTE)
**UNSCHEDULED ORAL COMMUNICATIONS**

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

While time limitations are at the discretion of the Board President, generally members of the public will be limited to a maximum of three (3) minutes per speaker for a total of thirty (30) minutes of public comment as designated on this agenda. Any individual who has not had an opportunity to address the Board during this initial thirty (30) minute period may do so at the end of the meeting after the Board has addressed all remaining items on this agenda. Without taking action and only as expressly permitted by Board Bylaw 9323, Board members may ask questions, make brief announcements, or provide a brief response to statements presented by the public about topics raised in unscheduled oral communications. Board members must be recognized by the President in order to speak and will generally be limited to no more than one (1) minute each for this purpose. The Board President shall have the discretion to further limit Board members’ opportunity to speak on topics raised in unscheduled oral communications to ensure the orderly and efficient conduct of district business.

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

**B. CONFERENCE/DISCUSSION AGENDA**

*6:30 P.M.*

**B-25, PRESENT and DISCUSS Special Education Update**

Staff will present an overview of the “Improving Special Education Services in the Fresno Unified School District” – Update. The aim and drivers are aligned to the recommendations from the Council of the Great City Schools Improving Special Education Services in the Fresno Unified School District report with a focus on accelerating student learning during the global pandemic. Contact person: Kim Mecum, telephone 457-3731.

*7:00 P.M.*

**B-26, PRESENT and DISCUSS Redistricting of Trustee Areas within Fresno Unified School District**

The purpose of this presentation is to continue discussing the redistricting of Trustee Areas within Fresno Unified School District. Included in the Board binders are three draft maps to help gather feedback from the Board and obtain public input and additional testimony regarding appropriate criteria and boundaries.
B. CONFERENCE/DISCUSSION AGENDA - continued

Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

*7:20 P.M.
B-27, DISCUSS and APPROVE the 2020/21 Audited Financial Statements Prepared by Crowe LLP
Included in the Board binders is the Annual Financial Audit Report as prepared by our external auditors, Crowe LLP. The audit report has been completed for submission to the State Department of Education. Each year the district is required to have its financial statements audited by an independent accounting firm. We are pleased to report that Fresno Unified School District has received an “Unmodified Opinion” for the 2020/21 Audit, which is the best opinion that can be issued. The Superintendent recommends approval. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

*7:40 P.M.
B-28, DISCUSS and APPROVE the 2021/22 First Interim Financial Report
California school districts are required to approve interim financial reports twice each fiscal year. Fresno Unified School District’s 2021/22 First Interim Financial Report is presented for approval and reflects a positive certification of the district’s financial condition. The report is based on the October 31, 2021 year-to-date revenue and expenditures as required by state law. The Superintendent recommends approval of the First Interim Financial Report for submission to the County Superintendent of Schools. The Superintendent recommends approval. Fiscal Impact: A positive certification reflects that the district’s projected reserve for 2021/22 at $115.1 million exceeds the minimum required reserve for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. The support material reflects a multi-year projected budget for the Unrestricted General Fund and utilizes the State assumptions developed by the California County Superintendents Educational Services Association. Contact person: Santino Danisi, telephone 457-6226.

*8:00 P.M.
B-29, HOLD Public Hearing to PRESENT and DISCUSS the Educator Effectiveness Block Grant
Included in the Board binders is a plan for Fresno Unified to provide professional learning for teachers, administrators, paraprofessionals, and classified staff that will promote educator equity, quality, and effectiveness. This one-time funding is for $18,186,921 to be expended by June 30, 2026. Funds can be used for coaching, mentoring, programs, practices, and strategies that lead to the acceleration of student learning. Contact person: Kim Mecum, telephone 457-3731.
C. RECEIVE INFORMATION & REPORTS

C-30, RECEIVE Results of Issuance and Sale of 2021 Refunding General Obligation Bonds
Included in the Board binders is a summary which describes the results of the issuance and sale of 2021 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed $160 million on November 23, 2021. Fiscal Impact: The issuance and sale of 2021 Refunding General Obligation Bonds resulted in a savings of approximately $6.0 million. Contact person: Santino Danisi, telephone 457-6226.

C-31, RECEIVE Constituent Services Quarterly Reporting
Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of August 1, 2021 through October 31, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from August 1, 2021 through October 31, 2021 in accordance with Education Code § 35186. Contact person: David Chavez, telephone 457-3566.

BOARD/SUPERINTENDENT COMMUNICATION

D. ADJOURNMENT

NEXT REGULAR MEETING
WEDNESDAY, DECEMBER 15, 2021
AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Request for Material Revision by Aspen Valley Prep Academy

ITEM DESCRIPTION: Included in the Board binders is a copy of the revised Aspen Valley Prep Academy Petition delivered to the District on November 10, 2021 by Executive Director, Shelly Lether.

Aspen Valley Prep Academy is requesting the following material revisions to its educational program:
1.) Changes to the educational program by deletion of all references to grades seven and eighth throughout the petition
2.) The addition of required legal updates, including language modifications to reflect current Education Code.

In accordance with Education Code Section 47607, material revisions to a charter’s petition shall be agreed upon by both the Fresno Unified School District and the Aspen Public Schools’ Board of Directors. The State Board of Education has found that changes to a charter deemed to be material amendments include, but are not limited to:
1.) Substantial changes to the educational program, including the addition or deletion of an educational program, mission, or vision
2.) Changes to or adding a non-classroom-based program.

Aspen Public School was recently granted a new petition to operate Aspen Ridge Public School by the Fresno Unified School Board. Aspen Ridge is currently enrolling seventh through ninth grades and will ultimately serve students in grades seven through twelve. Students from Aspen Valley Prep Academy will have the opportunity to enroll in Aspen Ridge for seventh and eighth grades making offering these grades at Aspen Valley Prep duplicative. The school is located at 4221 N. Hughes in Fresno.

The term of this charter shall remain the original five-year term from July 01, 2017 to June 30, 2022. With the passage of AB 130, July 01, 2021, Aspen Meadow’s new charter term expiration date is June 30, 2024.

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

PREPARED BY: Felicia Olais, Manager I
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum, Chief Academic Officer
SUPERINTENDENT APPROVAL: ____________________
Table of Contents

Aspen Valley Prep Academy Material Revision

1. Letter addressed to the Fresno Unified School District requesting Material Revision

2. All Supporting Documents supporting the Material Revision

3. Updated Budget

4. Signed Affirmations and Assurances

5. Revised Charter Petition

6. Material Revision Governing Board approval

7. Signed certification that the Petition, as submitted, is complete
November 12, 2021

Valerie F. Davis, President
Board of Trustees
Robert G. Nelson, Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Re: Material Revisions to Two of Aspen Public Schools’ Charter Petitions – Aspen Valley Prep Academy and Aspen Meadow Public School – to Revise their Grade Spans to TK/K-6 (from TK/K-8)

Dear Board President Davis, Members of the Fresno Unified Board of Trustees, and Superintendent Robert G. Nelson:

We hereby submit two Material Revision requests:

- Aspen Valley Prep Academy Material Revision to Reduce Grade Span to TK/K-6 (from TK/K-8) ("Aspen Valley Material Revision") and
- Aspen Meadows Public School Material Revision to Reduce Grade Span to TK/K-6 (from TK/K-8) ("Aspen Meadow Material Revision," and collectively, "Material Revisions").

The reasoning for these requested changes is that Aspen Public Schools opened Aspen Ridge Public School in 2021, authorized by the Fresno Unified School District ("FUSD" or "District"), which is designed to serve students in grades 7-12. Students from Aspen Valley and Aspen Meadows are able to enroll in Aspen Ridge for 7th grade and thus offering grades 7 and 8 at all three of our schools is duplicative. We believe our students will be best served by keeping 6th grade with our elementary school, and offering grades 7 and 8 aligned with the high school program, developing a solid foundation in these middle grades that directly prepares them for success in high school and for transition into dual enrollment courses at Aspen Ridge.

a. Detailed Description of the Change

These Material Revisions involve, quite simply, deleting all references to grades 7 and 8 throughout the petitions, as well as required legal updates to the charter petitions. More specific details about the proposed changes are included in sections (d) and (f) below.

b. Impact of the change(s) on the Educational program
The proposed revisions will have no impact on our educational program, as we now offer a full TK-12 grade span in the Asper model. We are simply moving the "home" of the 7th and 8th grades from the elementary schools to the high school. As for impact on our current students at Aspen Valley and Aspen Meadow, the change did impact cohorts of students who were enrolled at Aspen Valley and Aspen Meadows and are now at Aspen Ridge. In 2021-22, we do not have any students enrolled in grades 7 or 8 at either school; all of the students from Aspen Valley who wished to continue on at Aspen moved over to Aspen Ridge. Similarly, several of our teachers and staff have moved to Aspen Ridge to help open the new 7-12 school. The transition for these students, teachers and staff this school year has gone quite well so far. The fact that Aspen now offers a full span to grade 9 (adding one grade at Ridge each new school year) has been overwhelmingly positively embraced by our entire school community. Our families love Asper and are thrilled with the opportunity to stay with us for a full TK/K-12 span.

c. Financial impact of the change

Moving our 7th and 8th grade cohorts from Aspen Valley and Aspen Meadow to the new Aspen Ridge 7-12 school will have no financial impact on FUSD. Each Material Revision request is accompanied by a revised three-year budget, including cash flows, demonstrating the fiscal strength of both Aspen Valley and Aspen Meadow without 7th and 8th grades. The financial impact on Aspen, over the long-term, is negligible.

d. Charter Element(s) impacted by the change

We have attached both a "redline"/tracked-changed version of each charter petition that clearly shows each proposed change. All of the changes related to eliminating grades 7-8 are deletions; nothing is added substantively related to this change. The legal changes, listed in (f) below, did require some brief substantive additions as noted in (f), below, such as adding some details in Element G regarding outreach to students with disabilities and English Learners as a result of the change in the law. Elements that are impacted in both Material Revisions (due to the grade change and/or legal updates) include:

- **Elements A-O**: Revised Education Code references below each Element header to reflect modifications in wording to the Ed Code and changes to the citations.
- **Elements A-O**: Revised school name to reflect FUSD-authorized name change (as part of our last renewal) from Valley Preparatory Academy to Aspen Valley Prep Academy.
- **Elements A-O**: Throughout the charter, all references to grades 7 and 8 have been deleted. This includes:
  - references to the school's overall grade span, i.e., TK-8 to TK-6.

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1 Many students in middle grades that Aspen Valley served had started with us in elementary grades, and Aspen Meadow had not yet begun to serve 7th or 8th grades in 2020-21.
o references to curricula, programs, assessments for 7th and 8th graders

- **Elements B and C**: Added in two brief references to the California Alternative Assessment (CAA; for use with students who have qualifying disabilities) and the California Science Test (CAST).
- **Elements D-E, H-I, and K-O** have *no substantive changes* other than the Ed Code language/citation updates, school name references and grade span changes.
- **Element F**: Several new statutory changes in health and safety provisions have been added. We note that we are aware of additional provisions that are applicable to secondary level students only, thus not addressed here. Yet as is repeatedly emphasized throughout our charter petitions, Aspen Ridge (our 7-12 school) will comply with all applicable federal, state and local laws and regulations.
- **Element G**: Due to a change in the law, we have added a description of outreach and recruitment to students with disabilities and English Learners. We also updated the Title I federal mandate language to align with recent changes in the law.
- **Element J**: See legal changes, below.
- We also have updated the Assurances, Affirmations and Declarations included in Appendix B to be compliant with new applicable laws.

Aspen Valley and Aspen Meadow will at all times continue to comply with all applicable laws and policies applicable to the Charter Schools.

**e. If change includes addition of site(s), briefly describe the operations at the new site.**

Not applicable.

**f. Reasonably comprehensive description of any new requirements of law since the charter was approved or last renewed.**

The following provides a detailed explanation of the legal changes made in each Material Revision:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION OF KEY CHANGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entire Charter</td>
<td>• Updated governing law and applicable citations to the Education Code throughout the whole charter petition to reflect updates pursuant to AB 1505</td>
</tr>
<tr>
<td>Elements A, E</td>
<td>• Updated teacher credentialing requirements in compliance with AB 1505</td>
</tr>
<tr>
<td>Element A</td>
<td>• Added section on Transitional Kindergarten to reflect requirements for teacher credentialing and appropriate incorporation of standards-aligned curricula</td>
</tr>
</tbody>
</table>
### Element D
- Added reference to compliance with the Brown Act “as it may be amended,” to encompass recent Covid-related and other changes in the law regarding public meetings

### Element F
- Updated to meet new several new legal requirements, including:
  - AB 806 school safety plan requirements
  - Updated Background Check legal language
  - Added facilities compliance with local building code and the ADA
  - Updated Tuberculosis Testing, Immunizations, and Medications in Schools (epi pens)
  - Added review of suicide prevention policy every five years
  - Added first responder training
  - Added provision of free feminine hygiene products
  - Updated sexual harassment policy inclusion in orientations
  - Added Custodian of Records, Immigration Policy, Student Debts, Student Mental Health Services, Bullying, Anti-Discrimination (also included in other parts of the petition), Safe Place to Learn Act, Tribal Regalia, Child Hunger Prevention, Migratory Children, and Compliance with state and federal environmental laws
  - Affirming compliance with AB 543 to provide a copy of the sexual harassment policy to new and continuing pupils

### Element G
- As noted in substantive changes above, updated content content to reflect new requirement under AB 1505 regarding SWDs and ELs

### Element H
- Added affirmations in compliance with Education Code Section 47605(e)(4)(A)-(D) regarding admissions/lottery provisions

### Element J
- Updated suspension and expulsion policies to reflect updated laws, including removal of willful defiance as a suspendable offense and editing involuntary dismissal language
- Added procedures about providing homework assessments to students on suspensions, protections for foster and homeless youth,

### Additional Provisions
- Added reference to facilities provision in Ed Code;

### Appendix A: Budget
- Updated budget to reflect changes to grade levels served
Affirmations, Assurances and Declarations

- Replaced and updated to meet new legal requirements, including applicable updates pursuant to AB 1505

**Conclusion**

We look forward to working with you to approve these two largely structural changes to two of our charter petitions. Thank you for your support and partnership.

Sincerely,

[Signature]

Shelly Lether, Executive Director
Aspen Public Schools
AGENDA
Aspen Public Schools Incorporated
Board of Directors Meeting
October 19, 2021

1. Call to Order
2. Approval of Agenda
3. Approval of Meeting Minutes of 9/21/21
4. Invitation to the Public to Address the Board
6. Aspen Meadow Site Report / Lisa Taylor
7. Aspen Valley Site Report / Nicole Rivera
8. High School Update / Board Feedback / Josh Hodges

Action Items

1. Discussion to Approve New Board Member Rene Dayton
2. Discussion to Approve Aspen Meadow Public School ESSER III Report
3. Discussion to Approve Aspen Valley Prep Academy ESSER III Report
4. Discussion to Approve Aspen Ridge Public School ESSER III Report
5. Resolution to Approve Material Revision for the Aspen Valley Prep Charter
6. Resolution to Approve Material Revision for the Aspen Meadow Public School Charter
7. Discussion to Approve New Life Physical Therapy Services, PC dba Good Fellow Therapy Master Contract
8. Discussion to Approve Aspen Public Schools Intent to Return Form
9. Discussion to Approve Revised 2021/2022 Budget for Aspen Meadow Public School
10. Discussion to Approve Revised 2021/2022 Budget for Aspen Valley Prep Academy
11. Discussion to Approve Revised 2021/2022 Budget for Aspen Ridge Public School
12. Discussion to Approve Aspen Meadow Public School California School Dashboard Self-Assessment
13. Discussion to Approve Aspen Valley Prep Academy California School Dashboard Self-Assessment
14. Discussion to Approve Aspen Ridge Public School California School Dashboard Self-Assessment
Discussion Items

Executive Director Report / Shelly Lether
1. Board Member Business Conduction

Closed Session

Adjournment

Meeting Location: Aspen Meadow Public School, 1400 E. Saginaw Avenue, Fresno, CA 93704

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board’s presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Aspen Public Schools, 4221 N. Hughes Avenue, Fresno CA 93705. FOR MORE INFORMATION concerning this agenda, please contact Aspen Public Schools, 4221 N. Hughes Avenue, Fresno CA 93705. Board documents available upon request.

Accommodations available. Please contact our business director, Ms. Torri Martin at 559-899-3176.
Dear Aspen Public Schools Families,

It is with great pride that we announce the submission of a petition to Fresno Unified School District this month in order to open the newest Aspen Public School in the Fall of 2021. We believe that the opening of this new school will support the APS mission of transforming the community by developing exceptional leaders. Aspen families have been requesting a high school for many years. As some of you know, we submitted a petition last year, and during our appeal to Fresno County, we withdrew the petition as the pandemic began. These unprecedented times have caused us to revise our plans for the new school, and we are happy to share those plans with you now.

Initially, we planned to serve grades 9-12 at the new school. As time has passed, we have made changes to that plan. Aspen Ridge will now serve grades 7-12. Our current schools will continue to serve students in grades TK-6. Aspen Ridge will open its doors in Fall 2021 with grades 7-10, and continue to grow through grade 12 in coming years. Students at Aspen Ridge, who are in grades 9-12, will also be given the amazing opportunity to earn college credit during high school.

Several factors played a role in helping us determine that grades 7 and 8 should be part of Aspen Ridge. Some of our rationale includes:
- Students in our middle school program will have the opportunity to develop relationships with peers who they will get to attend high school with.
- Summit learning has been so successful in our middle school, that the natural progression from middle to high school on one campus should feel seamless.
- Facility space at both of our current elementary schools is limited, and we will be able to create space for our middle and high school classes at the new campus, located near Blackstone and Dakota.
- Students in middle school who may need an accelerated course of study as their personal pace
Aspen Ridge Public School will retain a small school feel, where students are seen and known. All students will continue to have an individual learning plan and will receive mentoring to support personal growth and success. It is our great hope that all of our students will leave grade 12 as well-prepared leaders, with college credit and a plan to pursue their future education and careers.

Please let us know if you have questions!
Thank you,
Shelly Lether, Executive Director

We are seeking input from current parents in our Aspen Public Schools community as we consider future school development within our organization. Our goal is to open Aspen Ridge Public School (7th-12th), located off of Blackstone and Dakota near Aspen Meadow. Please take a moment to fill out this survey to help us understand your perspective.

Email *
Valid email

This form is collecting emails. Change settings

Name

Short answer text

Phone Number

Short answer text

If we opened Aspen Ridge Public School (grades 7-12), would you be interested in enrolling your student(s)?

○ Yes
○ No
Maybe

Check the factors that would affect your enrollment decision:* Check all that apply

☐ Friends

☐ Academic Program

☐ Distance to travel

☐ Location of campus

☐ Extracurricular Activities

☐ Dual enrollment (ability to earn college credits during high school)

Any other ideas you'd like to share about a future school?

Long answer text
Future Aspen Ridge Public School Survey

Who has responded?

Email
- jane@gmail.com
- john@gmail.com
- smith@gmail.com
- doe@gmail.com
- bloger@gmail.com
- sp1r1t@gmail.com
- you@me.com
- them@you.com
- they@hers.com
- i@me.com
- us@you.com
- we@they.com

Accepting responses
If we opened Aspen Ridge Public School (grades 7-12), would you be interested in enrolling your student(s)?
54 responses

Check the factors that would affect your enrollment decision:
54 responses

- Friends: 12 (22.2%)
- Academic Program: 30 (55.6%)
- Distance to travel: 19 (35.2%)
- Location of campus: 22 (40.7%)
- Extracurricular Activities: 24 (44.4%)
- Dual enrollment (ability to earn college credits during high school): 34 (63%)
Any other ideas you'd like to share about a future school?

17 responses

I would love my son to continue his education with you guys instead of going to a public school.

The 7th and 8th graders should not be added

What steps are you taking to provide similar educational experience and cultural environment at Aspen Ridge as my students have seen at Aspen Valley?

I believe in you all. The whole program!
As long as we can have the two schools together (close in distance) this will be wonderful as the kids will be attending separate schools.

None

a little concerned about 7,8 mixed with high school students!

Instruments classes

I would love to see music, art and theater offered as part of a well-rounded education.
September 2, 2020

Dear Aspen Public Schools Families,

It is with great pride that we announce the submission of a petition to Fresno Unified School District this month in order to open the newest Aspen Public School in the Fall of 2021. We believe that the opening of this new school will support the APS mission of transforming the community by developing exceptional leaders. Aspen families have been requesting a high school for many years. As some of you know, we submitted a petition last year, and during our appeal to Fresno County, we withdrew the petition as the pandemic began. These unprecedented times have caused us to revise our plans for the new school, and we are happy to share those plans with you now.

Initially, we planned to serve grades 9-12 at the new school. As time has passed, we have made changes to that plan. Aspen Ridge will now serve grades 7-12. Our current schools will continue to serve students in grades TK-6. Aspen Ridge will open its doors in Fall 2021 with grades 7-10, and continue to grow through grade 12 in coming years. Students at Aspen Ridge, who are in grades 9-12, will also be given the amazing opportunity to earn college credit during high school.

Several factors played a role in helping us determine that grades 7 and 8 should be part of Aspen Ridge. Some of our rationale includes:

- Students in our middle school program will have the opportunity to develop relationships with peers who they will get to attend high school with.
- Summit learning has been so successful in our middle school, that the natural progression from middle to high school on one campus should feel seamless.
- Facility space at both of our current elementary schools is limited, and we will be able to create space for our middle and high school classes at the new campus, located near Blackstone and Dakota.
- Students in middle school who may need an accelerated course of study as their personal pace determines will be able to attend higher level classes at the high school.
- More elective and extracurricular activities will be available as we move the middle and high school together.

Aspen Ridge Public School will retain a small school feel, where students are seen and known. All students will continue to have an individual learning plan and will receive mentoring to support personal growth and success. It is our great hope that all of our students will leave grade 12 as well-prepared leaders, with college credit and a plan to pursue their future education and careers.

Please let us know if you have questions!
Thank you,

Shelly Lether, Executive Director

"Developing Exceptional Leaders"
2 septiembre de 2020

Estimadas familias de las escuelas públicas de Aspen,

Es con gran orgullo que anunciamos la presentación de una petición al Distrito Escolar Unificado de Fresno este mes para abrir la Escuela Pública de Aspen más nueva en el otoño de 2021. Creemos que la apertura de esta nueva escuela apoyará la misión de APS de Transformando la comunidad desarrollando líderes excepcionales.

Las familias de Aspen han estado solicitando una escuela secundaria durante muchos años. Como algunos de ustedes saben, presentamos una petición el año pasado, y durante nuestra apelación al condado de Fresno, retiramos la petición cuando comenzó la pandemia. Estos tiempos sin precedentes nos han llevado a revisar nuestros planes para la nueva escuela, y estamos felices de compartir esos planes con ustedes ahora.

Inicialmente, planeamos atender a los grados 9-12 en la nueva escuela. Con el paso del tiempo, hemos realizado cambios en ese plan. Aspen Ridge ahora atenderá a los grados 7-12. Nuestras escuelas actuales continuarán brindando servicios a estudiantes en los grados TK-6. Aspen Ridge abrirá sus puertas en el otoño de 2021 con los grados 7-10, y continuará creciendo hasta el grado 12 en los próximos años. Los estudiantes de Aspen Ridge, que están en los grados 9-12, también tendrán la increíble oportunidad de obtener créditos universitarios durante la escuela secundaria.

Varios factores jugaron un papel en ayudarnos a determinar que los grados 7 y 8 deberían ser parte de Aspen Ridge.

Algunos de nuestros fundamentos incluyen:

- Los estudiantes en nuestro programa de escuela intermedia tendrán la oportunidad de desarrollar relaciones con compañeros con quienes podrán asistir a la escuela secundaria.
- Summit Learning ha tenido tanto éxito en nuestra escuela intermedia, que la progresión natural de la escuela intermedia a la secundaria en un campus debería ser perfecta.
- El espacio en las instalaciones en nuestras dos escuelas primarias actuales es limitado y podremos crear espacio para nuestras clases de secundaria y preparatoria en el nuevo campus, ubicado cerca de Blackstone y Dakota.
- Los estudiantes de la escuela intermedia que puedan necesitar un curso de estudio acelerado según lo determine su ritmo personal, podrán asistir a clases de nivel superior en la escuela secundaria.
- Habrá más actividades electivas y extracurriculares disponibles a medida que avancemos juntas en la escuela intermedia y secundaria.

Las Escuelas Públicas de Aspen Ridge mantendrán un ambiente de escuela pequeña, donde los estudiantes son vistos y conocidos. Todos los estudiantes seguirán teniendo un plan de aprendizaje individual y recibirán mentoras para apoyar el crecimiento y el éxito personal. Es nuestra gran esperanza que todos nuestros estudiantes salgan del grado 12 como líderes bien preparados, con créditos universitarios y un plan para seguir su educación y carreras futuras.

¡Háganos saber si tiene alguna pregunta!
Gracias,

Shelly Lether, directora ejecutiva

"Developing Exceptional Leaders"
September 2, 2020 - Letter to Parents ARPS attached

January 15, 2021 - PS sent below

January 25, 2021 - PS and Info Night where the change was talked about

May 13, 2021 - Info about Enrollment Opportunities

This is all that I sent out.
From: Lisa Taylor <lisa.taylor@aspenps.org> on behalf of Lisa Taylor
Sent: Wednesday, November 3, 2021 1:19 PM
To: Shelly Lether
Cc: Nicole Rivera; Corrie Sands
Subject: Re: DRAFT email to MS teachers

Aspen Ridge’s Community Event Tonight

Joshua Hodgins • 6 months ago • Wednesday, Jun 2 at 11:37 AM • 6th-Grade

We’re looking forward to tonight’s food truck event outside of Aspen Ridge! There will be a taco truck and a cheese-corn truck. Each guest will receive a $5 ticket to use towards a taco and a corn-on-the-cob. The trucks will also accept direct payment if you’d like to get a meal! There will be limited seating in the area, so if you’d like to bring a lawn chair to enjoy your meal, feel free to do so.

Please park in the parking lot on the west side of Clive Street (glass sheltered).

See you soon!

---

Copy of Enrollment for Aspen Ridge - Spots are filling up fast!

Joshua Hodgins • 9 minutes ago • Sunday, Feb 9 at 5:00 PM • 6th-Grade Scope

We are excited to inform you that we are now accepting students for our new school, Aspen Ridge Public School. The school will be located at 12324 Applewood Drive. Applications are due by March 1st.

The Aspen Ridge Public School will be enrolling students from 1st grade to 12th grade next school year. Classes will begin on Monday, September 1st.

If you are interested in enrolling your child in Aspen Ridge Public School, please contact our office at 555-1234 or email enroll@aspenridgeps.org.

Additional Information:

- Open House: March 10th
- Parent-Teacher Meetings: April 1st
- School Tours: March 15th

Visit https://aspenridge.pvt.edu for more information.

Joshua Hodgins
Site Director
Aspen Ridge Public School
Enrollment for Aspen Ridge - Spots are filling up fast!

Hello Aspen Families,

We want to thank you for supporting us as we have been working to develop our new PTA. Aspen Ridge Public School, to be located at 1000 E. Dry Creek Rd. If you haven't heard the exciting news, Aspen Ridge's charter was approved earlier this week.

This week's PTA will be hosting a new PTA for our school starting this fall, beginning with grades 3-9.

We are receiving requests for our Aspen Ridge students to be admitted to this new school and want to ensure that all interested students are considered. Current 3rd-8th grade students must re-enroll in Aspen Ridge to be considered for enrollment. Information:

Aspen Ridge PTA Information:

http://www.pinterest.com

In addition, here is the Aspen Ridge PTA Facebook page for more information:

Aspen Ridge PTA

Visit www.aspenridgepta.com for more information.

Joshua Hodges
Site Director
Aspen Ridge Public School

Aspen Ridge Informational Meeting

Have you heard about the Aspen Ridge Public School? This week's informational meeting was held tonight. Additionally, I want to share the presentation in its entirety.

Please note that all students interested in re-enrolling at Aspen Ridge must have attended the informational meeting. Currently, we are accepting applications from students moving into 3rd-8th grade and who wish to become part of the Aspen Ridge Public School network. Applications will be available at the school website.

Video Recording: https://www.youtube.com/watch?v=sQ2948dZ930

Questions:
We are excited to see you there!
Aspen Valley Prep Academy

Budget Revision #1 2021/22 - Narrative

Presented by:

CHARTER IMPACT
Aspen Valley Prep Academy

Budget Revision #1 2021/22 - Narrative

Enrollment and Demographics

Aspen Valley Prep Academy’s (the School) budget is based on 327 enrolled students during 2021/22 and subsequent years. For each year of operations, the attendance rate is expected to be 94%. The attendance rate is consistent with historical averages. The attendance rate will yield an average daily attendance (ADA) of 307.38 during 2021/22 and each year thereafter. These amounts are the driving factor for the majority of revenue sources as well as the basis for spending assumptions noted in the narrative below.

The demographics of the school are anticipated to remain similar to preceding years, with a forecast 68% single year unduplicated rate, maintaining annual rolling three-year averages between 68%-72%. The School’s LCFF calculation used this rate for calculating the supplemental grant funds.

<table>
<thead>
<tr>
<th>Grade</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK-3</td>
<td>191</td>
<td>191</td>
<td>191</td>
</tr>
<tr>
<td>4-6</td>
<td>136</td>
<td>136</td>
<td>136</td>
</tr>
<tr>
<td>7-8</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>9-12</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>327</td>
<td>327</td>
<td>327</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attendance Rate</th>
<th>94%</th>
<th>94%</th>
<th>94%</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADA</td>
<td>307.38</td>
<td>307.38</td>
<td>307.38</td>
</tr>
</tbody>
</table>

Revenue

Local Control Funding Formula:

As referenced above, the ADA and unduplicated count are the driving factors in the School’s forecast LCFF calculation. To calculate this estimated amount, a FCMAT calculator (version v22.2a) was used. The following are the assumptions that were used in the School’s calculation:

<table>
<thead>
<tr>
<th></th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCFF COLA</td>
<td>5.07%</td>
<td>2.48%</td>
<td>2.48%</td>
</tr>
<tr>
<td>Funding per ADA</td>
<td>$10,698</td>
<td>$11,099</td>
<td>$11,128</td>
</tr>
<tr>
<td>Annual LCFF Funding</td>
<td>$3,288,425</td>
<td>$3,411,733</td>
<td>$3,420,656</td>
</tr>
</tbody>
</table>

Components of LCFF Funding

<table>
<thead>
<tr>
<th></th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCFF State Aid</td>
<td>$1,893,103</td>
<td>$2,016,410</td>
<td>$2,025,334</td>
</tr>
<tr>
<td>Education Protection Account</td>
<td>$1,114,813</td>
<td>$1,114,813</td>
<td>$1,114,813</td>
</tr>
<tr>
<td>In Lieu of Property Taxes</td>
<td>$280,509</td>
<td>$280,509</td>
<td>$280,509</td>
</tr>
</tbody>
</table>
The portion from in lieu of property taxes is $912.58 per ADA in each year of the projection. The Economic Protection Account (EPA) funds are budgeted based on the LCFF calculator. Changes in the rates of in lieu funding or EPA will be offset by changes to state aid.

**Federal Revenue:**

The School has requested federal funds through the Consolidated Application and Reporting System (CARS), including Title I, Title II, and Title IV.

During 2021/22 through 2023/24, the School has budgeted additional federal funding as follows:

<table>
<thead>
<tr>
<th>Other Federal Revenue</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expanded Learning Opportunities Grant</td>
<td>124,879</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GEER</td>
<td>20,240</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESSER</td>
<td>103,054</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESSER II</td>
<td>250,000</td>
<td>142,043</td>
<td></td>
</tr>
<tr>
<td>ESSER III</td>
<td></td>
<td>550,000</td>
<td>328,063</td>
</tr>
<tr>
<td>Title IV</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$508,173</td>
<td>$702,043</td>
<td>$338,063</td>
</tr>
</tbody>
</table>

The School receives Special Education (IDEA) funds through El Dorado Charter SELPA. The School has budgeted Federal IDEA funds based on $195/ADA.

Federal funds have not been inflated in future years (a COLA increase of 0%) to be conservative.

**Other State Revenue:**

Special Education (AB602) — As referenced above, The School has based its State Special Education funding on participation in the Sonoma County SELPA. The rate used is $715 per ADA.

Mandate Cost Reimbursement — Since the School will serve up to grade 5, $17.21 per prior year ADA has been included in the forecast for Mandate funds.

Lottery — Lottery funding is based upon a projection of $228 per ADA. Lottery funds are mainly allocated for general purpose use ($163) with approximately 29% of the funds restricted for instructional materials ($65).

After School Education & Safety grant (ASES) — The School has forecast ASES funding at a fixed $124,423.

During 2021/22 only, the School has budgeted $157,506 Expanded Learning Opportunities grant funds and $142,960 In-Person Instruction funds.

Other State funds have not been inflated in future years (a COLA increase of 0%) to be conservative.
Expenses

Personnel Expenses:

As with nearly all public schools in the State, the School’s personnel costs represent the bulk of its annual expenditures. Salaries are forecast including step and minimum wage increases.

Benefits offered to staff include STRS for certificated staff and health and welfare for full-time employees. The employer STRS contributions rates are 16.92% in 2021-22 and 19.10% in future years. The health and welfare benefits are based on an annual employer cost of $10,500 per participant and increases each year of the projection with inflation.

Books and Supplies:

Books and supplies include approved curriculum and materials. Budgeted costs are consistent with the prior year or increased for material replacements.

Subagreement Services:

Other Educational Consultants – The School has budgeted for after school providers in accordance with ASES.

Budgeted subagreement costs are consistent with the prior year.

Professional/Consulting Services:

This section of the forecast covers costs for outsourced professional services. Professional costs include services such as auditing, legal, professional development and consulting. The business/accounting services include budgeting, accounts payable, accounting, financial reporting, and other compliance reporting provided by Charter Impact.

Facilities:

The School has entered multi-year facility use agreements. In accordance with GAAP, the lease is expensed at the average annual cost of $518,314.

Operations and Housekeeping:

The School has budgeted for housekeeping costs such as utilities, janitorial, insurance, dues and memberships, and telecommunications. All these amounts have been estimated consistent with prior year realized expenses.

Fund Balance

The 2021/22 budget anticipates a positive ending fund balance of $1,990,520, 40% of annual expenses.
APPENDIX B: ASSURANCES, AFFIRMATIONS AND DECLARATIONS

As the authorized lead petitioner, I, Shelly Lether, Executive Director of Aspen Public Schools, hereby certify that the information submitted in the Aspen Valley Prep Academy Material Revision to Reduce Grade Span to TK-6 (from TK-8) ("Material Revision"), concerning Aspen Valley Prep Academy ("Aspen Valley," "AVPA" or "Charter School"), located at 4221 N Hughes Ave, Fresno, CA 93705 within the boundaries of the Fresno Unified School District ("FUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this Material Revision does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if the Material Revision is approved, Aspen Valley will follow any and all federal, state, and local laws and regulations that apply to it, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]

- The Charter School shall be deemed the exclusive public school employer of the employees of Aspen Public Schools for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]

- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; If the Charter School receives a greater number of applications for the spaces available for students, each application will be given equal chance of admission through a public random drawing process; provided that any pupil who resides in the Fresno Unified School District shall be entitled to preference in admission and such other preferences as set forth in Element H below. Except described above, and as required by law, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School. [Ref. Education Code Section 47605(e)(2)(A)-(C)]

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code section 220 (e.g., actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, or association with an individual who has one or more of such actual or perceived characteristics). [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of

Aspen Valley Prep Academy
the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment. [Ref. California Education Code Section 47605(l) and 47605.4(a)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

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

- The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section § 47605.6(e)(2)(B)(iii). This subparagraph shall not apply to actions taken by the Charter School pursuant to the procedures by which pupils can be suspended or expelled from the Charter School for disciplinary reasons or otherwise involuntarily removed from the Charter School for any reason. [Ref. Education Code Section 47605.6(e)(4)(C).]

- The Charter School shall comply with Education Code section 47605.6(e)(4)(D) by posting the appropriate notice on the Charter School’s website and providing a copy to a parent or guardian as required. [Ref. Education Code Section 47605.6(e)(4)(D).]

- If a pupil is expelled or leaves the Charter School without completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(e)(3)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]
• The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)(2)]

• The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

• The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]

• The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA").

• The Charter School shall comply with the Public Records Act.

• The Charter School shall comply with the Family Educational Rights and Privacy Act.

• The Charter School shall comply with all applicable portions of the Every Student Succeeds Act.

• The Charter School shall comply with the Gun-Free Schools Act.

• The Charter School with Education Code section 47604.1, as added by Senate Bill 126 (2019), and be subject to the Ralph M. Brown Act (Brown Act), the California Public Records Act, the Political Reform Act of 1974, and Government Code section 1090 et seq., as they may be amended from time to time.

• The Charter School shall not require any child to attend Aspen Valley, nor any employee to work at the charter school.

• The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n).]

• The Charter School shall comply with federal, state, and district mandates regarding English Learner (EL) education and re-designation of EL students and meet all requirements of federal and state law regarding equal access to the curriculum for English Learners.

• The Charter School will comply with all requirements pursuant to California Education Code and 47605(b)(5)(i) including the development of school wide goals for all subgroups as applicable to the eight state priority areas identified in Education Code 52060(d).

• The Charter School will comply with all elements of the Local Control Accountability Plan, including the adoption of any templates required by the California State Board of Education.
• Charter School hereby declares that Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from the Fresno Unified School District for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

Shelly Lether, Executive Director
Aspen Public Schools

[Signature]

Date: 11/4/2021

Aspen Valley Prep Academy
Aspen Valley Preparatory Academy
Renewal Charter Petition

with proposed name change to
Aspen Valley Prep Academy
An Aspen Public School

Material Revision to Reduce Grade Span to TK-6 (from TK-8)

OPERATED BY VALLEY PREPARATORY ACADEMY, INC.,
a California non-profit public benefit corporation

July 1, 2017 through June 30, 2022

Submitted to
The Fresno Unified School District
December 1, 2016

SHELLY LETHER, EXECUTIVE DIRECTOR
ASPEN PUBLIC SCHOOLS
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ELEMENT A: THE EDUCATIONAL PROGRAM

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

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

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

I. ORGANIZATIONAL HISTORY, SCHOOL FOUNDERS, MISSION AND VISION
Valley Preparatory Academy (Valley Prep or VPA)—with a proposed name change via this Charter Renewal Petition to Aspen Valley Prep Academy, an Aspen Public School—has served some of central Fresno’s most “at-risk” children since 2004, with enrollment that is predominantly comprised of socioeconomically disadvantaged students, including foster and homeless youth and those living in severe poverty. Based on the success of AVPA over the past 12 years, FUSD approved a replication of AVPA, Aspen Meadow Public School, which opened in August 2016 and currently serves 90 students in grades TK-2. Aspen Meadow Public School will grow one grade level per year.

AVPA’s current enrollment of 365 students in grades TK-6 is: 63% Hispanic/Latino, 20% White, 8% African American, 4% Asian, 4% Two or More Races, 81.3% Free/Reduced Price Lunch (2015-16)(FRPL); 14% English Learners (EL) with another 7% Reclassified Fluent-English Proficient (RFEP); and 6% students with disabilities (SpEd). It is important to note that the FRPL percentage does not fully capture the experiences of many of our families who live in severe poverty. Housing and food instability are common issues that our school staff help navigate, along with the stresses of gang violence, domestic violence, substance abuse, divorce/separation and more. In 2015-16, 2% of our students were in foster care, and an estimated 8% were either homeless or in temporary housing (e.g., doubling up with relatives or in a shelter). We estimate that throughout the year, approximately 40% of our students experience food instability, thus we provide a full breakfast and lunch for all students, every day.

We are quite proud of our recent accomplishments since our last charter renewal petition, including:

- Highly positive reviews from the Fresno Unified School District (FUSD) Charter Schools Office, including a Renewal Site Visit Report issued September 20, 2016 that found that Valley Prep AVPA is achieving every expected measure of performance, including, for example:
  - "The school is implementing the mission and instructional program outlined in its charter or is making appropriate changes."
  - "High quality instruction is evident in all classes throughout the school."
  - "The school has strong instructional leadership."
  - "The school is demonstrably effective in helping students who are struggling academically."
  - "The school is implementing effective, appropriate instructional strategies for English Learner students."
  - "The school is implementing effective, appropriate instructional strategies for special education students."
  - "Over the Accountability Period, the school has met its academic Accountability Plan goals."
  - "Parents/guardians and students are satisfied with the school."
  - "The school has established a well-functioning organizational structure with staff, systems, and procedures that allow the school to carry out its academic program."
  - "The school has established a governing board or other entity as described in its charter that is effectively engaged in its policy-making, oversight, and other roles."
  - "The school has substantially complied with applicable laws, rules and regulations and the provisions of its charter."

Throughout this Material Revision, we have made changes to reflect the Fresno Unified School District Board of Education’s approval in 2016 of a school name change from Valley Preparatory Academy to Aspen Valley Prep Academy, along with our second school’s name change from Aspen Public School to Aspen Meadow Public School.
Valley Prep [AVPA] was named a “2015 California School of Character” – the only school to be recognized in California – by character.org (formerly known as Character Education Partnership), a national educational organization devoted to defining and encouraging effective practices and approaches to quality character education.

AVPA’s partnership with Rescue the Children (RTC), an arm of the Fresno Rescue Mission that provides emergency and long-term services to at-risk, abused, homeless, or previously incarcerated women or women with children, has resulted in the enrollment of 30 students to date who reside with RTC, though some of these students in temporary housing enrolled at AVPA for just a short time. Currently we have nine students enrolled who are in residence at RTC, with an additional seven students enrolled that are no longer residing in the RTC program, but their families – with support from AVPA – make the effort to ensure their children continue to attend our school.

At all times, AVPA has met its legal requirements in all aspects of governance and operations; there have never been any complaints, negative reviews or findings regarding compliance in the organization’s 12 year history.

AVPA has strong and stable fiscal operations and at all times maintains a reserve in excess of 5%; currently AVPA’s fund balance of $720,319 is equivalent to a 18.2% reserve.

AVPA continually seeks to partner with the community, through connections to the Rotary Club, the Fresno Police Department, Bringing Broken Neighborhoods Back to Life, Fresno Metro Ministries, and other entities to promote a continued movement toward quality public education for all students.

A. SCHOOL PERFORMANCE DURING THE CURRENT CHARTER TERM

1. ACADEMIC PERFORMANCE DATA AND OTHER ABSOLUTE AND COMPARATIVE PERFORMANCE INDICATORS

According to California law, a charter school that has been in operation for four years “shall” meet at least one of the minimum criteria set forth in Education Code section 47607(b) prior to receiving a charter renewal: AVPA meets and exceeds all four applicable criteria for renewal under section 47607(b). Additionally, AVPA meets new criteria for renewal under section 52052(e)(4)(C). The first criteria relate to the old Academic Performance Index (API) accountability system, suspended in 2013: (1) the school must have attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years both schoolwide and for all groups of pupils served by the charter school; or (2) the school must have ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years; or (3) the school must have ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.

The fifth criterion only applies to alternative model (ASAM) schools. While we are aware that the Education Code regarding renewal criteria has been modified extensively by AB 1505, we do not address those requirements now as this Material Revision is intended simply to remove 7th and 8th grades from the charter. We will prepare a full renewal based on the new criteria during the last year of the current charter term. Due to the California governor’s extension of all charters for two years (as a result of the pandemic), the current charter is extended to June 30, 2024.
AVPA meets all three of these criteria: while the school lost points on the API in 2013 and fell just short of 800 (with an API of 799), in both 2012 (API of 832) and 2011 (API of 756) AVPA met both its schoolwide growth target and ALL subgroup growth targets, thus meeting this criteria. AVPA achieved a Statewide decile rank of “5” in 2013, and a state rank of “6” in 2012, thus meeting this criteria. AVPA achieved a 2012 similar schools rank of “9” and was ranked “4” in both 2011 and 2013, thus meeting this criteria.

(Source: api.cde.ca.gov.)

AVPA similarly meets the fourth statutory criteria for renewal: AVPA’s academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

As noted in the Ed Code, “The determination made pursuant to this paragraph shall be based upon all of the following: (i) Documented and clear and convincing data; (ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools; (iii) Information submitted by the charter school.” (Cal. Ed. Code § 47607(b)(4)(B).)

Furthermore, as a result of the suspension of API, the California Legislature provided a new charter renewal standard as it relates to academic achievement, in Education Code section 52052(e)(4):

“Schools that do not have an API calculated . . . shall use one of the following: (A) the most recent API calculation; (B) an average of the 3 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 subgroups.”

Under the law, these “increases in pupil academic achievement for all groups of pupils” shall be the “most important factor” in determining whether to grant a charter renewal. (Ed. Code, § 47607(a)(3).)

The following details the academic performance measures of AVPA’s performance over the current charter term, as compared to nearby neighboring schools our students would otherwise attend in the community (Comps). As detailed in the following pages, AVPA is performing as well or better than each of these schools, while serving a virtually identical student population.

2015-16 Student Population at VPA and Nearby Comparison Schools

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| % EL   | 14%| 8% | 4% | 10%| 6% |
| % Hisp./| 63%| 55%| 43%| 38%| 66%|

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As indicated above, while AVPA serves virtually the same students as the nearby comparable schools, AVPA’s 3-year weighted API score in 2013 was higher than the average of the Comps by 29 points. Schoolwide and for each significant subgroup, VPA outperformed the comps’ average over three years of API growth. Most notably, our Hispanic/Latino subgroup grew 63 points in API while, on average, the Comps decreased 2 points in the same time period. While we lost points for our English Learners, the decrease was not as significant as the Comps’ Average decrease for the same subgroup (see below for a discussion of our English Learner program and the progress this group has attained.)
California Assessment of Student Performance and Progress (CAASPP)

On the new, more complex CAASPP, AVPA students achieved stronger Met/Exceeded rates than the Comps Averages and FUSD students in grades 3-8, with 35% Met/Exceeded in ELA and 33% Met/Exceeded in Math:
Another 31% of AVPA’s students fell in the “Nearly Met” category in both ELA and Math. As illustrated in the following charts, for seven out of eight subgroup measures, AVPA outperformed the Comps Average and FUSD, with the sole exception being Hispanic/Latino students in ELA, which were 26% Met/Exceeded – matching FUSD, but just 3 percentage points lower than the Comps Average. In Math, our Hispanic/Latino students were 30% Met/Exceeded, outperforming the Comps, FUSD and the State rates.
Science California Standards Test (CST)

On the 2015 CST for Science (2016 has not yet been published by CDE), 70% of AVPA students were Proficient/Advanced, almost double the rate of the Comps Average (40%) and Fresno Unified (38%), and higher than the state average (60%).

Reviewed holistically, this data demonstrates Aspen Valley Prep’s strong performance in serving a highly “at-risk” population. While we have significant room for growth, we are pleased with our performance to date and look forward to continuing to strengthen our program and student outcomes in the next charter term.

B. ORGANIZATIONAL HISTORY

Aspen Valley Prep grew organically from the efforts of a group of church members volunteering to help some high-need children and families starting in the late 1990’s. As the group spent time offering free after school activities and food, they began to realize that many of the children were failing in school, or completely truant, and the older children were illiterate. All of the students were from poor, unstable home lives, often with drugs and prostitution involved. There was a sense of urgency among the volunteers to help the children. What grew out of that was remarkable. The volunteers continued to feed the students daily, and were soon able to hire a teacher (Shelly Lether (nee Melton), who now serves as the Executive Director. Ms. Lether enrolled more than a dozen children as independent study students and began to teach them. Word spread, and after a short while, the number of students grew.
so large and the students had such great academic and social success that Ms. Lether and the volunteers petitioned to open a charter school.

In 2004, Valley Preparatory Academy Charter School opened its doors in a humble house with 75 students. With regular teaching, accountability and leadership training, the students experienced great success. Several of the students moved in and out of foster care, or were homeless or transient. The group that began working with the students had a ‘get it done’ attitude and arranged for transportation for students, housing for those who were homeless, and some even became foster parents to provide safe housing in times of chaos for the families. The school maintained high academic and social standards and sought to give the students enriching experiences, taking cross-country field trips to the Grand Canyon, New York and Washington D.C. In the meantime, Aspen Valley Prep moved to accommodate more students. The school leased space on a church campus, initially sharing the campus with the church operations and a private preschool. Over time, demand for AVPA grew so much that an offer was made and an LLC (Jacqueline Gates) was created to purchase the entire 4-1/2 acre church campus in 2013. Funding for the purchase was provided by Central Valley Community Bank and the CDFI through Economic Opportunities Commission. AVPA now leases the campus from the Jacqueline Gates LLC.

In 2014, AVPA was approached by Rescue the Children (RTC), an arm of the Fresno Rescue Mission that provides emergency and long-term services to at-risk, abused, homeless, or previously incarcerated women or women with children. RTC also operates a 12-18 month residential program for women and women with children that provides education and job training to women overcoming crisis circumstances. RTC staff asked if they could send all of the students in their program to AVPA during the 2014-15 school year. RTC’s neighborhood elementary school, Addams Elementary, is one of the lowest performing schools in California and very large (more than 800 students), and has a particularly high suspension rate for an elementary school, with reported incidents of violence and other issues.

In an effort to help secure a better educational option for children being served by RTC, AVPA expanded its enrollment from 315 students in 2013-14 to 358 students in 2014-15, adding 2 new classrooms and hiring 2 additional teaching staff. Throughout 2015-16, 10 students who resided with RTC enrolled at AVPA – some for just a short time, and currently, we have 7 students from RTC enrolled at AVPA, with another 1 students enrolled at Aspen Public School, our new sister school. Additionally, 8 students were retained after leaving the RTC program.

The collaboration has been a tremendous success. Beyond academic growth (one 2nd grader made a remarkable 30 point gain – a grade-level jump -- in math on the NWEA MAPs assessments between last winter and this fall), RTC staff reported that several students had made “180 degree turnarounds” and students were known to say things like, “You don’t understand, I used to be the bad kid at my other school.” This school year, AVPA has enrolled many more students from RTC, continuing in the spirit of the original mission of the school to serve students in crisis situations.

In order to continue supporting this important partnership, we are now working to ensure that all students who come to us from RTC can continue to be enrolled at AVPA even when their families move to more long-term housing. Several mothers have continued to bring their children to AVPA after moving, yet at times, this can be an onerous effort via public transportation. At Aspen Valley Prep, we are committed to providing the same level of support for students like these, including foster youth who may be relocated while enrolled at AVPA.
2. CURRENT SUCCESS

Aspen Valley Prep is now in its 12th year of operation and 3rd charter term; we are fully WASC accredited. The school has 365 students in grades TK-86, and more than 78 students on the waitlist with additional families calling almost daily. AVPA’s current enrollment is: 63% Hispanic/Latino, 20% White, 8% African American, 4% Asian, 4% Two or More Races; 81.3% Free/Reduced Price Lunch (FRPL); 14% English Learners (EL) with another 7% Reclassified Fluent-English Proficient (RFEP); and 6% students with disabilities (SpEd). It is important to note that the FRPL percentage does not fully capture the experiences of many of our families who live in severe poverty. Housing and food instability are common issues that our school staff help navigate, along with the stresses of gang violence, domestic violence, substance abuse, divorce/separation and more. In 2015-16, 2% of our students were in foster care, and an estimated 8% were either homeless or in temporary housing (e.g., doubling up with relatives or in a shelter). We estimate that throughout the year, approximately 40% of our students experience food instability, thus we provide a full breakfast and lunch for all students, every day.

Our model meets the extraordinary needs of our grades TK-86 students through a carefully designed and innovative instructional program that focuses not just on academics, but on the psycho-social developmental needs of our students. We provide an extended day and comprehensive scaffolding and supports for our students, including a full-time on-site counselor, full-time LVN, part-time RN and a full-time campus resource officer. We are proud that our students consistently outperform their peers at nearby public elementary and middle schools on state standardized tests (see below), and our ultimate goal is to develop skills and attributes that will foster lifelong growth and development.

Embedded in all we do is an emphasis on leadership education. We believe that every child -- and every adult -- can be a leader. We have adopted the globally-acclaimed, standards-aligned school culture program, Franklin Covey, Seven Habits of Highly Effective People, The Leader in Me, which emphasizes imperative 21st century skills: responsibility, critical thinking, integrity, teamwork, collaboration, listening and speaking, and more. In order to ensure that our students’ significant needs are met, our organizational philosophy is to invest in the people who will invest in our students. We provide 14 professional development and common planning days for our elementary teachers and 21 for middle school (includes summer Base Camp training), along with time built into the day and week for them to collaborate and learn from and with one another in a Professional Learning Community model. We work hard to provide clear expectations and build relationships and trust among all of our stakeholders, helping to ensure that as students and families interact with our school, they enjoy a culture on campus that one of our board members refers to as "gentle education."

We are incredibly proud that Aspen Valley Prep was named a “2015 California School of Character” -- the only school to be recognized in California in 2015 -- by character.org (formerly known as Character Education Partnership), a national educational organization devoted to defining and encouraging effective practices and approaches to quality character education.

“In schools of character, adults embrace their critical role as models. Teachers work together as professionals—and with parents and community members as partners—to positively shape the social, emotional, and character development of the young people entrusted to them each day. Students in these schools feel safe, respected, and connected to those around them, allowing them to thrive academically and socially and be motivated to give back to their communities.
Bullying is rare
Cheating and discipline problems decline
Test scores, grades, and homework completion go up
Attendance and graduation rates are high
Dropout rates are low
Achievement gaps are narrowed
Teacher retention and satisfaction are high
Parent satisfaction and engagement rates are high
Student engagement and involvement is high.”

In this next charter term, AVPA will continue to operate in accordance with the Charter Schools Act of 1992, and consistent with the intent of the California Legislature will “provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

(a) Improve pupil learning.
(b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
(c) Encourage the use of different and innovative teaching methods.
(d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
(e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
(f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
(g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.” (CA Ed. Code § 47601.)

In addition, AVPA will continue to meet all of the stated priorities of the Fresno Unified School District in charter school authorizing. Specifically, AVPA will continue to:

- Share FUSD’s vision of equity and success for the students of FUSD: We know that Fresno’s most at-risk and underserved students can meet high expectations for success.
- Implement innovative and effective approaches to educating students: Our differentiated, hands-on curriculum with an emphasis on leadership skills and attributes is based on some of the “best practices” in education today, and aligns fully with the new Common Core State Standards.
- Implement effective instructional strategies to serve underperforming populations: Through differentiating (including blended learning programs that provide remediation and acceleration as needed), a comprehensive Response to Intervention program, and additional staff supports including an Education Specialist, on-site counseling, LVN, and referrals to local service organizations, AVPA will continue to ensure that all of our students – including foster youth and students who are homeless/experiencing housing or food instability – all will receive the personalized support they need to exceed.
● **Narrow the achievement gap among students of various backgrounds:** Based on CAASPP results, AVPA is closing the achievement gap for diverse students.

● **Demonstrate fiscal viability:** Our Board of Directors and lead staff are highly experienced charter school leaders, and will ensure that AVPA remains fiscally stable, utilizes strong internal controls, engages in conservative fiscal planning, and has audits that are free of “findings.”

● **Provide sound governance that is free of conflict of interest:** As detailed in Element D, AVPA is overseen by a Board of Directors that is experienced in charter school oversight and has in place comprehensive policies and procedures to ensure sound governance practices, free of any conflicts of interest.

Based on this success, we were thrilled this year to open a second school, Aspen Meadow Public School, to help meet community demand for our model of education. Aspen currently has 88 students enrolled in TK-2, with similar demographics to AVPA: 93% FRPL, 66.3% Hispanic/Latino, 19.8% EL, 2.3% SpEd. The school is located at 1400 East Saginaw in Fresno, and has gotten off to a solid start thanks to a hard-working, experienced staff.

C. **SCHOOL LEADERSHIP**

AVPA is operated and governed by an accomplished team of experts in educational leadership and classroom instruction:

**Shelly Lether, Executive Director**
Ms. Lether is a highly experienced educational leader with more than 16 years of experience in Fresno Area charter schools, making her one of the pioneers of the charter school movement in Fresno and the San Joaquin Valley. Prior to becoming an administrator and founder of Aspen Valley Preparatory Academy, Ms. Lether worked as an independent study teacher in grades K-12 in Fresno. At the university level, Ms. Lether has taught charter school leadership to teachers and aspiring administrators through Central Michigan University. She earned a Bachelor’s degree in Liberal Studies from National University, and a Master’s in Educational Leadership from Central Michigan University. Ms. Lether is active in the community, participating in Fresno Rotary and was in class 27 of Leadership Fresno. She also has participated in Fresno County Women’s Chamber of Commerce. She was nominated in 2016 as a Fresno County Office of Education Administrator of the Year.

**Corrie Spees Sands, Academic Director**
Ms. Sands is the Academic Director, with combined responsibility for leading AVPA and supervising the site leader of Aspen in instructional matters. Ms. Sands is an experienced educational leader who has served in administration for the past five years. She began her administrative career in Central Unified School District, and joined Aspen Valley Preparatory Academy as Site Director in 2014-15. Ms. Sands previously served as the children’s director at First Presbyterian Church, Fresno for five years and prior to that, taught for eight years in classroom-based schools in Clovis Unified School District and an independent study charter school in Fresno. Ms. Sands holds a Bachelor’s degree in Liberal Studies from California State University Fresno, a multiple subject teaching credential from Fresno Pacific University, a Master’s degree and administrative credential from California State University Fresno. Ms. Sands has spent time volunteering in the community including mentoring teen moms and serving on the founding board of a local charter school.

The Aspen Public Schools **Board of Directors** is comprised of highly accomplished and experienced experts in education, business, non-profit management, fundraising and more. The Board Chair, Mr.
John Grice, an experienced and highly successful international businessman, has managed large groups and has extensive knowledge in investment banking and project management. Mr. Stephen Paul is an agriculture businessman with 33 years of experience in fresh produce, as well as founder of a successful gourmet food company. Ms. Carrie Zulewski is an entrepreneur and has been a public school advocate for more than 20 years, volunteering countless hours, with particular experience and success in fundraising. Ms. Mary Jane Fitzpatrick spent the last five years as the Recreation Manager for the City of Fresno Parks and Rec department. Her tenure includes major management roles, fundraising and organizational development to provide access to healthy activities for students across Fresno. Ms. Megan Rafferty currently is an Outreach Consultant with Education Results, and has worked on charter school policy, research and advocacy at the national level; she has expertise in special education and previously served on the Board of one of Los Angeles’s highest performing charter schools that is a nationally-recognized model for special education inclusion. Sergeant Diana M. Trueba of the Fresno Police Department is the Central Policing District Investigations Supervisor, and has served with the Fresno PD since 2000, first as a 911 Police Dispatcher, and then, since graduating from the Fresno Policy Academy in 2003, as a police officer, detective and supervisor in a variety of capacities. She has been active in the Fresno community with the Fresno Police Officers’ Association, Special Olympics, and as a Board member of Family Healing Center. Board Member resumes are attached in Appendix C.

D. MISSION

Our mission is to unlock the potential of future Fresno leaders by setting high expectations for all and creating a culture that celebrates each individual’s strengths and background. The core components of our approach:

- Comprehensive leadership curriculum integrated into all aspects of the school day
- Immersive blend of targeted academic and social-emotional learning
- Customized pathways to success for students, educators, and family leaders
- Advocacy on behalf of accessible, high quality education options for Fresno families
- Contributing network of community partnerships working towards positive social change.

E. VISION

Through a recent strategic planning process, we reevaluated our long-term impact and the core components of our approach. The result of our reflection and discussion includes newly articulated vision and mission statements that serve to align our leadership, staff, families and community on our identity and ultimate purpose.

Our vision as an organization is greater quality of life in Fresno where all families have access to opportunities and contribute to their communities. Our vision at the school level is to work to transform the community by developing exceptional leaders.

Our vision is based on the belief that every child – and every adult -- can be a leader. We recognize that our students will have opportunities and face challenges in the future that we cannot even imagine today. Technological advances, the ability of individuals to interact globally in real time, and the vast proliferation of information exchanged all necessitate that our students need to develop skills and attributes inherent in the concept of leadership. Today there is a growing recognition – including via the new California Common Core State Standards (CA CCSS) -- that problem-solving skills, an ability to think creatively, flexibly and analytically, and an ability to leverage resources and discern sources are not ideals, but imperatives.
Through the globally-acclaimed program, *The Leader in Me*, AVPA will continue implement a standards-aligned school culture program that emphasizes critical 21st century skills: responsibility, critical thinking, integrity, teamwork, collaboration, listening and speaking, and more. This program, embedded throughout a carefully designed and innovative instructional program that focuses not just on academics, but on the psycho-social developmental needs of our students, will ensure that students matriculate from AVPA well prepared for a rigorous, college-preparatory high school program and go on to enroll in, and complete, a post-secondary degree and embark on meaningful careers.

II. STUDENTS AVPA WILL EDUCATE

A. TARGET STUDENT POPULATION

1. ENROLLMENT

AVPA Valley Prep currently has 365 children enrolled in grades TK-8. While we cannot with 100% accuracy predict enrollment for each year, for purposes of planning our budgets and operations conservatively, the following are our enrollment projections for the next five years:

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2. SURROUNDING COMMUNITY

AVPA’s population of students represents the range of Fresno’s cultural diversity and backgrounds. AVPA has served as an educational alternative for students who are particularly “at-risk” or who present unique learning challenges, including homeless and foster children, the academically accelerated, students who have failed in a traditional school setting, or need special learning accommodations (e.g. visual impairments or learning disabilities).

We intentionally seek to enroll those students who are most underserved: socio-economically disadvantaged (including those in extreme poverty), foster youth, and children who are homeless or experiencing housing instability. With our strong and continuing partnership with Rescue the Children, and other community connections, including CARE Fresno, VPA seeks to find the students who have the highest need for a stable, successful environment and serve them with the same high quality that has we have for the last 11 years. Our student body is comprised almost entirely of low-income students, with a majority Latino/Hispanic students as well as students who are Caucasian, African American, and...
Asian. Recent immigrants comprise a significant number of our families. VPA is open to all students who wish to attend, though we focus our recruitment efforts (see Element G: Racial and Ethnic Balance) in Central Fresno.

We are confident that our proven model with an emphasis on leadership and 21st century skills, a differentiated approach to learning, and intensive, holistic supports for students most in need will continue to impact students and their families.

III. **AVPA Prepares Students to Be Educated Citizens in the 21st Century**

Aspen Valley Prep believes the school’s mission of core academics integrated with leadership education reflects how an educated person will succeed in the 21st century. As Nel Noddings has said, "the main aim of education should be to produce competent, caring, loving, and lovable people.” (Noddings, *The Challenge to Care in Schools*, 2005.) We believe that when character development is taught alongside standards-based curriculum, students become productive and healthy members of our community. Our goal is to see each student develop the essential qualities valuable and common to our society and to use those qualities to impact positively his or her personal life and community.

Like many in education today, we believe education is not simply about drilling students to learn concrete facts and skills found in standardized tests, but rather that a 21st century education, in order to be truly successful, must emphasize aptitudes such as problem-solving, critical and creative thinking, inquiry, collaboration, communication and invention. Acclaimed journalist and author Thomas Friedman has noted that for education to be relevant today and to best prepare Americans for the global economy, it must emphasize the importance of instilling curiosity, love of learning, discernment, creativity, and interdisciplinary thinking. (Friedman, *The World is Flat*, 2005.) While these aptitudes of course necessarily depend on a foundational knowledge base that is detailed in state content standards, we believe our most important jobs as educators is in helping our students learn how to learn, and take on responsibility for their own futures.

Until recently, the abilities that led to success in school, work, and business were characteristic of the left hemisphere. They were the sorts of linear, logical, analytical talents measured by SATs . . . . Today, those capabilities are still necessary. But they’re no longer sufficient. In a world upended by outsourcing, deluged with data, and choked with choices, the abilities that matter most are now closer in spirit to the specialties of the right hemisphere – artistry, empathy, seeing the big picture, and pursuing the transcendent.

(Pink, *A Whole New Mind: Moving from the Information Age to the Conceptual Age*, 2005.) Encouraging students to maintain goals of strong personal character and self-responsibility will help them become successful members within their communities, careers and families.

An article by American environmental historian William Cronon, entitled *Only Connect . . . : The Goals of a Liberal Education*, identifies the characteristics of what it means to be educated in the 21st century:

1. They listen and they hear.
2. They read and they understand.
3. They can talk with anyone.
4. They can write clearly and persuasively and movingly.
5. They can solve a wide variety of puzzles and problems.
6. They respect rigor not so much for its own sake but as a way of seeking truth.
7. They practice humility, tolerance, and self-criticism.
8. They understand how to get things done in the world.
9. They nurture and empower the people around them.
10. They follow E. M. Forster’s injunction from *Howards End*: “Only connect . . . .”

“More than anything else, being an educated person means being able to see connections so as to be able to make sense of the world and act within it in creative ways . . . listening, reading, writing, talking, puzzle-solving, seeing the world through others’ eyes, empowering others, leading—every last one of these things is finally about connecting.” (Cronon, *Only Connect...: The Goals of a Liberal Education*, The American Scholar, 1998. 67(4).)

We have seen on a daily basis the power of “connecting” for our underserved students – with core content, with their own methods of learning, with caring adults, and with one another.

IV. HOW LEARNING BEST OCCURS

The core of our instructional program is the focus on personalized, differentiated instruction to meet the significant needs of our students and integrate content area learning into real-life contexts, using “scaffolding” and a constructivist, experiential approach.

Students learn how to learn by giving them the training to take initiative for their own learning experiences and access higher level thinking skills. Varying modalities of auditory, visual, and kinesthetic learning helps keep students engaged. Teachers are encouraged to enhance lessons with varied activities and hands-on projects that implement collaborative learning techniques. As learning progresses, scaffolds are gradually removed so that students eventually are able to demonstrate comprehension independently.

We believe learning best occurs through:

- **High Expectations**: We believe that learning best occurs when students are expected to meet high standards for achievement and are supported in their learning with an individualized approach that rejects the notion that “one size fits all.” In order to help all students meet our high expectations, we clearly communicate those expectations, and then provide appropriate, individualized support to achieve the stated goals, and meaningful opportunities for students to demonstrate their accomplishments and successes. Students are offered challenging work that requires critical thinking and the ability to articulate one’s ideas. When students are struggling, teachers do not lower their expectations, instead they find creative new ways to teach, they work with colleagues to develop intervention plans for specific students. As noted psychologist Lev Vygotsky described in *Mind in Society: The Development of Higher Psychological Processes*, the key to a learning experience within a student’s zone of proximal development is “problem-solving under adult guidance or in collaboration with more capable peers.” Our teachers continuously analyze student achievement data, then scaffold learning and differentiate instruction in order to lead all students to academic growth and achievement.

- **Small Learning Communities**: At a small school with small sizes, every student is known. Teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning. (Darling-Hammond, *Powerful Learning: What We Know About Teaching and Learning*; Smaller, Smarter Schools: Quality Education for Every Child; *The American Scholar*, 2003. 72(2).)
Know About Teaching for Understanding, 2008.) As John Dewey wrote decades ago, “Education should be child centered; we should begin planning the lesson by looking at where the child is developmentally.” (Dewey, *Experience and Education*, 1938.)

- **Hands-On, Constructivist Learning**: Through teacher-designed activities and projects, our students learn by doing, with an individualized, differentiated approach that ensures that instruction is personalized for the needs of each learner. Learning is fun, interactive and meaningful. Learning is a social process that happens best in a dynamic and effective community. “[T]o understand is to discover, or reconstruct by rediscovery, and such conditions must be complied with if in the future individuals are to be formed who are capable of production and creativity and not simply repetition.” (Piaget, *To Understand is to Invent*, 1973.) The needs of individual learners are recognized and met.

- **Relevant, Meaningful Instruction**: We constantly work to ensure that our students understand the “real world” connection of their learning in the context of their own experience, and develop critical skills and motivation to succeed. We seek to engage children’s natural curiosities, integrate subjects in practical and meaningful ways, and help students define their own inquiries. (Freire, *Pedagogy of the Oppressed*, 1970.) If what students “know and believe is not engaged, learners may fail to grasp the new concepts and information that are taught, or they may learn for purposes of a test but not be able to apply them elsewhere, reverting to their preconceptions outside the classroom. This means that teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning.” (Darling-Hammond, 2008.) Teachers offer students autonomy to self-select reading, writing and other learning (with guidance, e.g., leveled readers where students select any book in their level), and simultaneously demand students take responsibility for their own learning and their community via self-reflection and self-assessment.

- **Backward Planning**: Our instruction starts first with an understanding of the essential skills, goals and objectives we are trying to achieve, based on the CCSS, and going backwards to devise the lessons and assessments that achieve and measure success. Teachers “begin with the question: What would we accept as evidence that students have attained the desired understandings and proficiencies – before proceeding to plan teaching and learning experiences.” (Wiggins & McTighe, *Understanding by Design*, 1998.) Students know the criteria and can judge their own work.

- **Character Development**: A fundamental core of our operations, we emphasize our young students’ psycho-social development and sense of “belonging”; including an emphasis on compassionate communication as we help our students develop critical communication and character skills. Schools should “promote the growth of students as healthy, competent, moral people . . . . [including] the discourse of responsibility, interdependent sociality, community, and commitment . . . . the topics that arise in common human experience.” (Noddings, 2005.)

- **Multiple Intelligences/Balanced Instruction**: We believe that when children are given the opportunity to express their skills, talents and intelligence across a variety of contexts in a balanced approach to learning, they are able to realize more success and develop more confidence, thereby enhancing their ability to succeed across different realms. “It is of the utmost importance that we recognize and nurture all of the varied human intelligences and all of the combinations of intelligences. We are all so different largely because we have different combinations of intelligences. . . . If we can mobilize the spectrum of human abilities, not only will people feel better about themselves and more competent; it is even possible that they will also feel more engaged and better able to join the rest of the world community in working for the broader good.” (Gardner, *Multiple Intelligences: New Horizons*, 2006.)

- **Developing and Supporting Teachers**: A comprehensive professional development program,
meaningful teacher evaluations that incorporate numerous reflection points, and a distributive leadership structure are designed to ensure that each member of our faculty is continuously supported and mentored in continuously developing his/her teaching practice. Teachers meet frequently to review individual, sub-group, whole class and whole school student achievement data to inform their teaching and ensure that they are meeting the specific needs of individual students. We ensure our teachers have ample time and resources to engage in professional development to expand their own teaching and learn “best practices,” plan collaboratively with their peers within and across grade levels, and to continuously learn themselves as they seek to ensure that each and every student they serve is excelling.

V. **ASPEN VALLEY PREP WILL ENABLE STUDENTS TO BECOME SELF-MOTIVATED, COMPETENT AND LIFELONG LEARNERS**

Our program has been carefully designed to develop students to be self-motivated and competent, who view themselves as life-long learners:

- **Self-motivated learners:** Research has found that three elements are needed for students to be self-motivated: autonomy, mastery, and a sense of purpose. (Pink, 2010.) Through our student-centered differentiated, hands-on instruction, (autonomy) students come to understand that they can achieve and they can experience the rewards and confidence that come with achievement (mastery). As students develop confidence in their own abilities they approach learning enthusiastically, for their own benefit and the benefit of others (purpose), fostering an authentic self-motivation to learn.

- **Competent learners:** Through “backwards design” and a relentless focus on student achievement data, teachers ensure that learning objectives are met by students. Students are continuously asked to reflect on their own learning, helping them gain understanding of the way they learn best. Students who can effectively express how they learn best can ‘own’ their education and be successful and enthusiastic life-long learners.

- **Life-long Learners:** Beyond mastering specific skills and facts, students learn how to learn. As students actively participate in their own learning, they see the relevance and applications of their education to their daily lives. Thus, well beyond the mastery of specific skills and knowledge, students develop a lifelong ability to continue to learn.

Students at AVPA develop a solid foundation that will serve them well in secondary school, college and beyond.

VI. **THE REQUIREMENTS OF CALIFORNIA EDUCATION CODE § 47605(AB)(5)(A)(ii)**

Student academic and personal progress is of the highest priority at Aspen Valley Prep. We recognize the importance of ensuring all students, including all student subgroups, unduplicated students, and students with exceptional needs, are learning and demonstrating growth and progress throughout their schooling. One way we ensure this is by complying with the eight State Priorities as outlined in Education Code 52060. Valley Prep pursues a detailed set of schoolwide and subgroup outcome goals, based on the state priorities detailed in California Education Code § 52060(d). Student performance and achievement of school-wide, subgroup and individual student progress is measured by multiple and varied summative and formative assessments that are aligned to state and federal standards (including the new Common Core) and reflect proficiency measures required by the new California Assessment of...
Student Performance and Progress (CAASPP)/SMARTER Balanced Assessments, as well as state priorities detailed in California Education Code § 52060(d).

Element B contains additional details about AVPA’s annual goals and methods of assessment for all pupils, pursuant to California Education Code § 52052. On an annual basis, we engage stakeholders in preparing a Local Control and Accountability Plan, that sets goals for each of the eight state priorities identified in California Education Code § 52060(d), including specific annual actions the school takes to achieve each of the identified annual goals and fiscal allocations to support these actions.

Aspen Valley Prep has identified goals for each of the areas contained in the state’s eight priorities for education. Below is a list of those goals and the actions that we will take to achieve them. For those goals related to pupil outcomes, assessment methods and outcome measures are described in Element B and C.

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<tr>
<th>Pupil Outcomes</th>
<th>Assessments Used</th>
<th>Frequency</th>
<th>Goal/Expected Outcome</th>
<th>Progress Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Priority #1:</strong> All core classroom teachers hold a valid CA Teaching Credential as defined by the CA Commission on Teaching Credentialing and appropriate EL authorization.</td>
<td>Employee folders</td>
<td>Annually</td>
<td>100% of teachers are properly certified and assigned (Interns will be properly permitted)</td>
<td>100% of teachers, all years</td>
</tr>
<tr>
<td><strong>State Priority #2:</strong> Fully implement AVPA model of instruction, with emphasis on differentiated instruction, multiple intelligences, intensive intervention/support and leadership/21st century skills development in a CA Common Core State Standards (CCSS)-aligned curriculum.</td>
<td>Lesson plans and curriculum pacing; state standardized tests (grades 3-8);</td>
<td>Weekly and quarterly review; annual CAASPP</td>
<td>100% implementation of Math and ELA Common Core in all grade levels and classrooms</td>
<td>100% implementation of Math and ELA common core all years, Next Gen Science Standards implementatio n as released</td>
</tr>
<tr>
<td><strong>State Priority #1:</strong> All students, including all significant subgroups, will have access to standards-aligned (including Common Core) materials and additional materials as outlined in charter petition.</td>
<td>Inventory List; classroom observation</td>
<td>Annually</td>
<td>100% of students have access to standards-aligned materials and technology</td>
<td>100% of students, all years</td>
</tr>
<tr>
<td><strong>State Priority #1:</strong> The school facilities will be clean and maintained in good repair.</td>
<td>Daily spot checks and Site Inspection List</td>
<td>Daily, Annually</td>
<td>Clean and maintained facilities</td>
<td>&gt;90% of items in compliance or good standing, all years</td>
</tr>
<tr>
<td><strong>State Priority #3:</strong> Provide multiple opportunities for parent/guardian involvement in school life and ease of home-school communication; and ensure parent/guardian involvement in decision-making.</td>
<td>Sign-in sheets; Parent surveys</td>
<td>Ongoing events with annual review; Annual surveys</td>
<td>Parents will attend at least one school event and indicate satisfaction with the school’s program</td>
<td>-- Y1 ≥ 85% of parents will attend at least one school event and ≥ 85% parent satisfaction -- Y2+ goals will be reset annually with overall goal of ≥ 90% attendance and ≥ 90% parent satisfaction</td>
</tr>
</tbody>
</table>
|**State Priority #4:** All students, including all significant subgroups, will meet/exceed state and federal targets for growth on the CAASPP and EL reclassification rates. | CAASPPs (grades 3-68) NWEA MAPs benchmark assessments EL reclassification rates student folders | Anually Three times annually Annually | Meet participation rate goals; annual achievement and growth will meet or exceed comparable surrounding schools; EL reclassification will meet/exceed comparable schools. | -- CAASPP participation rate > 95% -- 2017-18 baseline: percentage of students who Meet/Exceed standards on CAASPP > comparable surrounding schools -- Annual federal/state growth measure: meet/exceed annual growth target -- EL reclassification rate will meet/exceed comparable surrounding schools -- SpEd students will demonstrate appropriate progress toward stated
<table>
<thead>
<tr>
<th>State Priority #5: Maintain a high ADA rate, low chronic absenteeism rate and low dropout rates.</th>
<th>Attendance records, student folders</th>
<th>Daily, Annually</th>
<th>Establish benchmarks in Y1 with growth rates (schoolwide and subgroup) set annually</th>
<th>-- ADA will be at least 95% with specific targets set annually -- Chronic absenteeism &lt;2.5%; specific school wide and subgroup target set annually -- Dropout rate goal of &lt;.5% with specific schoolwide and subgroup targets set annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Priority #6: Maintain suspension and expulsion rates lower than similar surrounding schools and achieve student satisfaction regarding safety and school connectedness</td>
<td>Suspension/ expulsion rates Student surveys</td>
<td>Annually</td>
<td>Benchmark rates established Y1; specific schoolwide and subgroup growth targets set annually</td>
<td>Y1 goal of &lt;.5 suspension/expulsion; 85% student satisfaction on surveys regarding safety and school connectedness</td>
</tr>
<tr>
<td>State Priority #7: All students, including student subgroups, will have access to academic and educational enrichment programs as outlined in school charter</td>
<td>Master bell schedules and class assignments.</td>
<td>Annually</td>
<td>100% of students have access to enrichment programs</td>
<td>100% of student access all years</td>
</tr>
</tbody>
</table>
| State Priority #8: All students will engage in comprehensive leadership education through *The Leader in Me* as detailed in the charter petition. | School-designed rubrics for each grade level. | Ongoing, tied to curriculum pacing and grade level goals. | 100% of students will develop critical leadership skills and attributes | 100% of students will demonstrate mastery and annual growth on school-
VII. **Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct. Nov. 10 2021**

**VII. ASPEN VALLEY PREP’S FRAMEWORK FOR INSTRUCTIONAL DESIGN IS ALIGNED WITH OUR TARGET POPULATION**

We believe that all children can meet and exceed state standards when they are given high expectations and an individualized, supportive environment in which to excel. Throughout the state, charter schools such as KIPP, High Tech High network in San Diego, Envision Schools in the Bay Area and more locally, Edison Bethune, have shown that typically under-performing students can reach rigorous academic benchmarks when high expectations are set and quality teachers present an engaging curriculum.

**A. TEACHING METHODOLOGIES**

First and foremost, we believe strongly in supporting and coaching teachers to be the best they can be. Simply put, the best curriculum and instructional methodologies are meaningless without effective teachers to implement our program. Our program is grounded in the following key principles gleaned by the acclaimed researcher Linda Darling-Hammond through extensive research on effective teaching:

- Effective teachers create ambitious and meaningful tasks that reflect how knowledge is used in the field.
- Effective teachers engage students in active learning, so that they apply and test what they know.
- Effective teachers draw connections to students’ prior knowledge and experiences.
- Effective teachers diagnose student understanding in order to scaffold the learning process step by step.
- Effective teachers assess student learning continuously and adapt teaching to student needs.
- Effective teachers provide clear standards and constant feedback.
- Effective teachers encourage strategic and meta-cognitive thinking so that students learn to evaluate and guide their own learning. (Darling-Hammond, 2008.)

As teachers implement their lesson plans, they continuously assess their own efficacy and impact with individual students in the classroom utilizing specific data and analysis of sub-groups. Our instructional program is driven by student data gathered by the teachers themselves in order to make informed decisions about assessment, curriculum, pedagogy, and student services. Teachers continuously look at student work and questions in order to inform, structure and refine their instructional practice.

Just as we set goals for our students each year, so too teachers have personal goals for their own teaching practice. Curriculum and teacher effectiveness are assessed based on data analysis of multiple measures. This allows teachers to design short and long term academic goals with specific classes and/or students, implement learning strategies designed to increase student achievement, and make refinements to their own teaching. Academic goals and strategies are discussed and implemented with the Site Director during regularly scheduled, collaborative Instructional Meetings.
All instruction starts first with the California Common Core State Standards (CCSS), including the Next Generation Science Standards, and the frameworks for instructional design, all of which drive the creation of lesson plans and the assessment of both student and teacher achievement. Teachers collaboratively plan units of study using the "backward design" guidelines described in Understanding by Design (Wiggins & McTighe, 1998). There are three steps to this process:

1. **Identify desired results:** Beginning with the CA State Standards, teachers determine a three-tiered hierarchical set of learning expectations:
   - **Enduring understandings:** How will students internalize the standards such that they are linked to an authentically meaningful big picture understanding of the material?
   - **Information and skills worthy of familiarity:** What prior knowledge do my students need to make meaning of this new information?
   - **Important knowledge and skills:** What foundational knowledge and skills do students need to master this material?

As teachers select and prioritize these learning expectations, they are guided by thinking about the extent to which the idea, topic or process: (1) represents a 'big idea' having enduring value beyond the classroom; (2) resides at the heart of the discipline, and is tied directly to standards and standardized testing; (3) requires "uncoverage" to the extent that parts of these concepts are difficult for students to understand; and (4) offers potential for engaging students.

2. **Aligning Assessments to the Desired Results:** Teachers shape their standards-based instruction into larger projects and thematic units, and assess mastery in an explicit way. Teachers assess throughout the unit of study using a variety of assessment methods including both formative and summative assessments. Methods include online assessments, quizzes or tests aligned with the style students encounter on standardized-assessments as well as more comprehensive or authentic checks for understanding such as informal checks, student observation, 1:1 conferencing, performance tasks and projects. Teachers match an appropriate assessment method to each standard and establish and articulate clear criteria for reaching proficient performance.

3. **Differentiating Instruction to Meet the Needs of All Learners:** Teachers work together to determine the most effective teaching methods and select the appropriate materials and resources to achieve their goals with all of their students. Teachers design innovative instructional strategies by differentiating the content, process, and products delivered to students in order to provide equal access for all learners (including English Learners and students with special needs). Teachers write effective standards-aligned lesson plans and utilize a repertoire of research-based instructional strategies to increase student achievement.

The following describes in more detail the methodologies we employ to ensure our students will master the content standards:

1. Constructivist/Hands-On Learning
2. Multiple Intelligences/Balanced Instruction
3. Blended/Targeted Learning through Data Analysis
4. Leader in Me Leadership Education
1. **CONSTRUCTIVIST/HANDS-ON LEARNING**

Students in a constructivist model are given the means to explore, solve problems, reflect on situations and demonstrate their knowledge individually and in groups, allowing learners to “construct” their own meaning. Through group learning, students have the opportunity to interact with and learn from other students on more complex tasks than they could engage in alone, providing immediate feedback, encouraging them to explore their own and other students’ ideas, and helping develop communication and interpersonal skills.

Constructivism calls for the learning experience to be differentiated, beginning with each learner’s level of understanding and guiding students in building upon prior knowledge in a hands-on way. In simplest terms, differentiated instruction involves creating multiple paths to learning for diverse learners. (Tomlinson, 1999.) In simplest terms, differentiated instruction involves creating multiple paths to learning for diverse learners. (Tomlinson, 1999.) This differentiated, student-centered approach to instruction enables teachers to focus on the specific needs, skills, challenges and learning styles of each individual student to ensure that each and every student meets our high expectations for standards mastery. Each experience is an opportunity to construct new meaning through discussion, collaboration, and reflection to integrate new concepts. Teachers also scaffold the learning of students and differentiate instruction by breaking down tasks, using modeling, prompting, and coaching to teach strategies for thinking and problem solving to help students become proficient at conducting the relevant inquiry activities (Blumenfeld et al., 1991), leading ultimately to mastery of CCSS content standards.

Teachers also scaffold the learning of students and differentiate instruction by breaking down tasks, using modeling, prompting, and coaching to teach strategies for thinking and problem solving to help students become proficient at conducting the relevant inquiry activities (Blumenfeld et al., 1991). In these ways, each student’s existing beliefs, theories and perceptions are challenged through conversation, hands-on activities, or experiences. Learners work actively with concrete materials, try out ideas, solve problems, make mistakes and correct them, and have opportunities to stop and reflect on what they have done. The more actively engaged children are in the learning process, the more effectively they will understand and retain concepts and skills that are delineated in the state standards.

A constructivist approach is derived from a number of educational models: situated learning theory, expeditionary learning, experiential learning, project-based learning, and collaborative learning. Numerous independent researchers have documented the success of the constructivist model of education with historically underserved populations, demonstrating increased test scores, and perhaps more importantly, improved self-confidence and whole development excel. (Amaral, 2002; Mester, 2008; Hollins, King, J. and Hayman, 1994; Mathison & Young, 1995; Thornton & McEntee, 1995; McCombs, 1994; O’Neil & Drillings, 1997; Freire, 1995.) Research also shows that students who attend schools that employ constructivist methodologies gain critical thinking skills, deeper understandings, and learning that lasts (Marlowe and Page, 1998; Sagor & Cox, 2003. *At-Risk Students: Reaching and Teaching Them*; Pransky, 2002. “To meet your students where they are, first you have to find them.”)

Carol Tomlinson notes that culture plays an important role in how students learn. Identical learning environments and procedures do not work for all students. Tomlinson further asserts that student motivation increases when they can build on topics of interest, as “modifying instruction to draw on student interests is likely to result in greater student engagement, higher levels of intrinsic motivation, higher student productivity, greater student autonomy, increased achievement, and an improved sense of self-competence.” (Tomlinson, 2003.) At AVPA, we embrace the notion that what works for one...
student and what holds meaning and resonance for one will not work for all, thus teachers are supported in continuously adapting learning to serve student needs, rather than expecting students to adapt to the curriculum.

So what does a constructivist classroom look like? Our teachers are guided by five key elements evident in constructivist classrooms (Brooks and Brooks):

1. **Seek and Value the Student’ Point of View.** Teachers start by asking about students’ understanding of concepts in order to identify misconceptions, assess understanding relative to the grade level standards for the topic at hand, and to challenge students’ thinking. Teachers are also encouraged to adapt lessons and shift strategies to meet student need and interest, and nurture students’ natural curiosities to engage students in the learning process.

2. **Challenge Students’ Suppositions.** Teachers support or contravene students’ suppositions about how the world works as students master subject content. Teachers encourage students’ autonomy and initiative to explore, investigate, hypothesize, correct, adjust, reflect, and assess all while taking responsibility for their own learning.

3. **Pose Complex Problems That Are Relevant and Encompass Skills and Concepts in the Standards.** Relevance, meaning, and interest are not automatically embedded within subject areas or topics. While one topic is boring to some, it is fascinating to others. Relevance emerges from the learner. Acknowledging the central role of the learner, teachers structure classroom experiences that both honor the initial curiosities and passions of students, and foster the creation of personal meaning among all students as they learn the designated facts and skills.

4. **Build units of study around “big ideas” and interrelated concepts across curricular areas.** Learning is not about memorizing isolated facts or skills necessary to pass tests, but rather, mastering facts and skills so that this learning can be applied to new and different contexts and gain understanding of how the parts relate to the wholes. Teachers ask open-ended, thoughtful questions, encourage students to ask questions throughout their own learning, seek elaboration of initial ideas to encourage deeper thinking, and challenge students to connect their learning.

5. **Assess student mastery in the context of daily instruction.** School time is not spent in segregated activities of learning and assessing, but rather, assessment is embedded throughout the learning as students engage with one another and their teacher, ask questions and go deeper into their learning, and reflect on their own learning through writing, projects and other presentations.

2. **Multiple Intelligences/Balanced Instruction**

We embrace a “whole child” approach, drawing from acclaimed theories of human development such as Howard Gardner’s Multiple Intelligence Theory, to ensure that students have ample opportunity to develop all areas of their talents and interests, beyond the four core academic subjects. As Gardner has explained, rather than measuring intelligence as one finite figure or concept, “human cognitive competence is better described in terms of a set of abilities, talents, or mental skills, . . . intelligences. All normal individuals possess each of these skills to some extent; individuals differ in the degree of skill and in the nature of their combination. . . . [I]ntelligences always work in concert, and any sophisticated adult role will involve a melding of several of them.” (Gardner, *Multiple Intelligences: New Horizons*, 2006.) Specifically, Gardner has identified eight broad areas of intelligence, some of which align clearly
with the four core academic subject areas, while others cross subjects and realms:

**Linguistic intelligence** involves sensitivity to spoken and written language, including the ability to use language to accomplish certain goals; to listen perceptively and read critically; to learn languages; to express oneself persuasively or poetically.

**Logical-mathematical intelligence** is most often associated with scientific and mathematical thinking: the ability to detect patterns, reason deductively and think logically, conceptually, and abstractly; the interest in experimentation, puzzles, investigations and cosmic questions.

**Musical intelligence** involves the capacity to distinguish the whole realm of sound, and in particular, to discern, appreciate and apply the various aspects of music (pitch, rhythm, tambor, mood) both separately and holistically.

**Bodily-kinesthetic intelligence** involves the ability to use one's body in highly differentiated and skilled ways, for both goal-oriented and expressive purposes; the capacity to exercise fine and gross motor control of one's body.

**Spatial intelligence** involves the ability to accurately perceive the visual world and to re-create, manipulate and modify aspects of one's perceptions, even in the absence of the relevant visual stimuli.

**Interpersonal intelligence** relates to the ability to work cooperatively and communicate, verbally and non-verbally, with other people; the insight to understand others' intentions, motivations and desires; and the judgment to recognize the biases underlying sources of information.

**Intrapersonal intelligence** involves the ability to understand oneself; the motivation and focus to study independently; and the wisdom to reflect. “The first, and most important, ability you can develop in a flat world is the ability to ‘learn how to learn’ – to constantly absorb, and teach yourself. . . .” (Friedman)

**Naturalist intelligence** (added to Gardner’s theory in 1997) involves the ability to recognize, collect, analyze and classify plants, minerals, animals, flora, fauna and even cultural objects such as cars and sneakers. Those who excel in naturalist intelligence exhibit a greater sensitivity to nature and their place within it, the ability to nurture and grow things, and care for animals.

[Multiple Intelligence] theory is an agent of cognitive equity: it enables a greater diversity of individuals to use their minds well. In turn, the theory is a democratizing tool: it facilitates the development and expression of ideas by those who might otherwise remain largely unheard in their communities or in the wider society. (Kornhaber, *What’s Policy Got to Do With It?, Multiple Intelligences Around the World*, 2009.)

At AVPA, the philosophy that every student can learn permeates our academic and behavioral instruction. This philosophy works best when paired with opportunities for students to express their learning in different ways, working from a strengths-based perspective. Our faculty all receive training on Multiple Intelligence theory and ways to leverage students’ strengths throughout instruction and multiple measures in assessment. Making space for multiple intelligences is another way our organization uses to make an environment where kids can connect to the standards and demonstrate mastery.

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*Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct. Nov. 10 2021*
3. **BLENDED LEARNING**

A critical tool in our effort to personalize learning for each student is the use of blended learning. Students use an ever-growing body of online curriculum to practice skills and engage in fun, game-like learning that adapts continuously to their individual needs. Students utilize both free websites such as MobyMax, BrainPop, Achieve 3000, khan academy, pbskids.org, braingenie, buzzmath, ixl, eScience, Lexia Core5, ck-12, mangahigh, Phet simulations and more to engage in interactive, personalized learning.

Through this interactive software, learning is easily differentiated as students can choose from different activities based on their preferences, and then as they engage in the curriculum, the system gives them instant feedback (e.g., praise for correct answers, or encouragement to try again) as they master the content. In many programs, the technology adjusts to meet student needs so that students who are ready to proceed rapidly through content get increasingly levels of difficulty automatically, while those who need more time on a specific task do not advance as rapidly.

Blended learning offers a number of advantages:

- **Differentiated learning technology:** Students who are behind grade level can build the core skills they need, while those that are on grade level or above can push ahead. Teachers can lead small-group instruction based on where each student is in relation to grade level expectations.
- **Real-time data:** As students use these programs, data is automatically generated for teachers to see which skills students have mastered, and which require more instruction. These reports are tied directly to state content standards so that summative data shows student mastery of specific standards as well as diagnostic data about areas in need of further development. Teachers and school leaders can easily generate individual, sub-group, grade level and school wide achievement data in an efficient way, so that lessons, professional development of faculty and more can all be tailored directly to student needs. This allows teachers to more effectively make immediate adjustments during a lesson or in preparation for a lesson to meet students’ needs.
- **Student Engagement and Small Group Instruction:** Today’s tech-savvy students become engaged and want to participate in their learning when curriculum is provided via highly interactive, engaging games and other online experiences. Because the programs meet students at their levels, students are much less likely to be lost or bored and more likely to feel a sense of accomplishment as they progress through programs. Leveraging technology effectively can also help a teachers group students by levels and having some students work on the technology while others are working directly with the teacher in a smaller group.
- **Support for English Learners:** Several programs have proven to be particularly effective for English Learners, utilizing visual cues to scaffold language development as student engage in math, for example. Achieve 3000, a literacy program, has customized supports for English Learners built into the software.
- **Tech Skills Development:** CAASPP online assessments require that students be comfortable with technology; 21st century jobs inevitably require tech proficiency. Starting in Transitional Kindergarten, students have regular access to technology and be able to master the practical technology usage and application skills that are imperative in today’s world. Students learn specific tech skills and engage in research and creation of presentations with technology. Programs such as freetypinggame.net, lessonplanet.com, and research sites such as...
yahooligans.com, bensguide.gpo.gov, lawforkids.org and dozens more will be used to enrich student learning.

While the field of online learning is rapidly developing, the following are some of the core programs we use:

<table>
<thead>
<tr>
<th>Curriculum</th>
<th>Subject</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>MobyMax</td>
<td>ALL</td>
<td>Moby's adaptive curriculum creates a unique, individualized education plan for each student, allowing gifted students to progress as quickly as they like while simultaneously ensuring that remedial students get the extra instruction they need. It provides an excellent opportunity for differentiation in the classroom.</td>
</tr>
<tr>
<td>Achieve 3000</td>
<td>Language Arts</td>
<td>Provides individualized instruction in expository reading comprehension, vocabulary and writing based on research from the respected literacy expert, Carol Tomlinson. As a student’s lexile level increases, the text adjusts to increase the challenge for that student. The program highlights and defines key vocabulary for understanding the text, and asks the student to respond to questions in writing. Achieve 3000 has been particularly effective with English Learners and other high-need populations.</td>
</tr>
<tr>
<td>BrainPop and BrainPop Jr.</td>
<td>ALL</td>
<td>Helps introduce new topics and illustrate complex concepts in math, reading, writing, science, and social studies through animated videos.</td>
</tr>
<tr>
<td>Eureka Math</td>
<td>Math</td>
<td>CCSS aligned curriculum written after the implementation of the new standards, with both professional development and curriculum based videos available for providing support to teachers and students.</td>
</tr>
<tr>
<td>IXL</td>
<td>Math</td>
<td>Unlimited practice problems specifically tailored for and aligned to common core standards. Also displays proficiency scores in standards so you can keep track of what students are gaining competence in specifically. Explains when students get an answer wrong but does not teach concepts. Best used in combination with another tool.</td>
</tr>
<tr>
<td>Lexia Core5</td>
<td>All</td>
<td>Lexia Reading Core5 supports educators in providing differentiated literacy instruction for students of all abilities in grades pre-K–5. Lexia’s research-proven program provides explicit, systematic, personalized learning in the six areas of reading instruction, targeting skill gaps as they emerge, and providing teachers with the data and student-specific resources they need for individual or small-group instruction.</td>
</tr>
<tr>
<td>Smarty Ants</td>
<td>TK-2 ELA</td>
<td>The path to college and career literacy begins with Smarty Ants®, an effective, research-driven solution that differentiates instruction in foundational reading skills and accelerates student achievement – all in an engaging, interactive, online learning environment. Adaptive content system that continually measures student progress and adjusts instruction accordingly. Robust learning scaffolds (including Spanish-language audio) and embedded assessments in every lesson. Real-time data reports, point-of-use videos, and on-demand instructional resources for educators. Anytime, anywhere access at school or at home for 24/7 learning and even greater literacy gains</td>
</tr>
<tr>
<td>Summit Basecamp</td>
<td>Personalized Learning Platform (5th-8th)</td>
<td>Math (5th) All core subjects (6-8th)</td>
</tr>
</tbody>
</table>

In addition to these online curriculum resources, AVPA uses Edmodo, an online communication and collaboration system that enables teachers, parents and students to collaborate and exchange information (e.g., students can ask questions about homework assignments that their peers or teachers can answer, in real time; teachers can post information about assignments and upcoming tests and projects; parents can see students’ grades; and much more.)

AVPA has a 1:1 computer ratio for all students in grades 3-8 and a computer lab for lower grades. Our computer lab and/or mobile computer carts to ensure each student has frequent exposure to computer learning. We provide students with safe and secure internet access for learning. Our faculty have extensive training in implementing and using on-line curriculum and assessment tools (see Professional Development, below).

4. **The Leader in Me Leadership Education Program**

Character development is the keystone to our school program. As noted in the Introduction, Aspen Valley Preparatory Academy Charter School was named a “2015 California School of Character” – the only school to be recognized in California – by character.org (formerly known as Character Education Partnership), a national educational organization devoted to defining and encouraging effective practices and approaches to quality character education. Numerous studies have documented the impact students’ social-emotional state – embodied in the character traits we emphasize -- has on learning and academic outcomes, ranging from a student’s fundamental need to feel safe in an orderly school environment, to fostering motivation and self-awareness in the learning process. (Blum & Libby, 2004; Hamre & Pianta, 2006; Hawkins, Smith, & Catalano, 2004; Jennings & Greenberg 2009; cited in Durlak, et al., 2011, Marzano, 2003). Students who set high academic goals, have self-discipline, motivate themselves, manage stress, and organize their approach to work learn more and get better grades (Duckworth & Seligman, 2005; Elliot & Dweck, 2005; cited in Durlak et al., 2011). Finally, students who use problem-solving skills to overcome obstacles and make responsible decisions about studying and completing homework do better academically (Zins & Elias, 2006; cited in Durlak et al., 2011).

AVPA’s recognition from character.org is based on their definition of 11 Principles of Effective Character Education:
“In schools of character, adults embrace their critical role as models. Teachers work together as professionals—and with parents and community members as partners—to positively shape the social, emotional, and character development of the young people entrusted to them each day. Students in these schools feel safe, respected, and connected to those around them, allowing them to thrive academically and socially and be motivated to give back to their communities.

Bullying is rare
Cheating and discipline problems decline
Test scores, grades, and homework completion go up
Attendance and graduation rates are high
Dropout rates are low
Achievement gaps are narrowed
Teacher retention and satisfaction are high
Parent satisfaction and engagement rates are high
Student engagement and involvement is high.”

AVPA’s teachers these values through Franklin Covey’s 7 Habits of Happy Kids (The Leader in Me) with the embedded character traits of:

- Trustworthiness
- Empathy
- Respect
- Responsibility
● Fairness
● Caring
● Citizenship
● Honesty
● Courage
● Diligence
● Integrity

Our goal is to see each student develop the essential qualities valuable and common to our society and to use those qualities to impact positively his or her personal life and community. Our core values are reflected in the statement “Leaders who are respectful, empathetic and inspiring.” We emphasize with our students that “Character is doing the right thing whether anyone is looking or not.”

Character traits are taught through The 7 Habits of Happy Kids by Stephen Covey:

THE 7 HABITS OF HAPPY KIDS

Habit 1 — Be Proactive
You're in Charge
I am a responsible person. I take initiative. I choose my actions, attitudes, and moods. I do not blame others for my wrong actions. I do the right thing without being asked, even when no one is looking.

Habit 2 — Begin with the End in Mind
Have a Plan
I plan ahead and set goals. I do things that have meaning and make a difference. I am an important part of my classroom and contribute to my school’s mission and vision. I look for ways to be a good citizen.

Habit 3 — Put First Things First
Work First, Then Play
I spend my time on things that are most important. This means I say no to things I know I should not do. I set priorities, make a schedule, and follow my plan. I am disciplined and organized.

Habit 4 — Think Win-Win
Everyone Can Win

Habit 5 — Seek First to Understand, Then to Be Understood
Listen Before You Talk
I listen to other people’s ideas and feelings. I try to see things from their viewpoints. I listen to others without interrupting. I am confident in voicing my ideas. I look people in the eyes when talking.

Habit 6 — Synergize
Together Is Better
I value other people’s strengths and learn from them. I get along well with others, even people who are different than me. I work well in groups. I seek out other people’s ideas to solve problems because I know that by teaming with others we can create better solutions than anyone of us can alone. I am humble.

Habit 7 — Sharpen The Saw
Balance Feels Best
I take care of my body by eating right, exercising and getting sleep. I spend time with family and friends. I learn in lots of ways and lots of places, not just at school. I find meaningful ways to help others.

(Covey, The 7 Habits of Happy Kids, 2011.)
Components of our Leadership Development Program

Our leadership development program is embedded throughout school life, with all stakeholders—students, teachers, administrators, staff, Board members, parents and community members all involved. The main goal is to shift away from the typical ‘sage on the stage’ model of teacher and staff led school, to a ‘guide on the side’ model.

As we work to “develop exceptional leaders,” we mean that all of our students have experiences and recognize qualities of leadership. When commonly recognized and admired leaders—in any realm—as asked how they got to where they are, they inevitably refer to past experience, practice, failure, and reflection. We support our students in having hands-on experience through their academic work to try new things, to explore, investigate, and engage with the content. This helps them develop intrinsic motivation to learn and to grow. We relinquish control and our faculty become the “guide on the side” as student explore the standards-based content in a deeper way. We also relinquish control over some aspects of the day in order to ensure students have opportunities to practice tangible leadership skills, like collaborative decision-making, public speaking, organizing activities and more. For example, students help to lead assemblies, including preparation, design and public speaking, and are invited to design ‘action teams’ to address areas of school life (academic, environment, social) that can be improved through their efforts. Through these hands-on activities—in the classroom, in schoolwide activities and events—we also give our students the opportunity to fail. We help our students understand that failure is a significant part of learning and growth—and has led to some of the world’s most important discoveries—and that persistence and reflection can ensure “failure” leads to success. Allowing environments for learning where failure is part of exploration, and learning is reflective, makes it safe to take risks in order to grow.

As students continue to drive the direction for our school, we anticipate they will leave our environment not only ready to learn, but ready to transform their community.

As illustrated in the following graphic from The Leader in Me, five “core paradigms” encompass the program. “Instead of seeing children through the lens of a normal distribution curve—some kids are naturally smart and others are not—The Leader in Me paradigm sees that every child is capable, every child is a leader. This paradigm changes everything.” (theleaderinme.org)
The following are some of the ways in which we implement the program across the school:

**Classroom Respect Agreements:** As a preventative part of the school-wide discipline policy, teachers and students work together at the beginning of each school year to develop a Respect Agreement. These agreements are posted in the classroom and serve as a visual reminder that each member of the classroom community serves as a vital part. The idea that “Trust grows when agreements are made and kept” helps encourage students to keep their agreement to respect themselves and others.

**Daily Meet and Greet:** Teachers meet every student at the door with a handshake, fist bump, etc. and a greeting with eye contact. First 15-30 minutes is reserved for a leadership time with emphasis on the 7 Habits and their application. The morning gathering in each classroom is designed to intentionally teach and develop leadership skills, with opportunities that allow students choice and ownership of program goals, and opportunities for reflection (class journaling) that focus on leadership development.

**Leadership Time:** Every morning, the first thirty minutes of the day is devoted to leadership time. During this time the students learn the 7 habits and other character lessons through the Leader in Me curriculum, Sanford Harmony curriculum, and/or WiseSkills.

**Monthly Schoolwide “Habit” Focus:** Students survey all 7 Habits in The Leader in Me in the first 7 weeks of school in grade-appropriate ways; each Habit is then taught more in-depth in subsequent months.

**Quarterly Celebration Assembly:** Students lead quarterly character assemblies that accentuate the current habit. Parents/guardians and friends are invited to take part in these gatherings. The assemblies are one way in which students can practice leadership skills.

**Service-learning Projects:** Student-directed opportunities for service to both our internal community at school, and our surrounding community.

**Leadership Skills:** Students are given opportunities to demonstrate and practice leadership skills in diverse ways, as classroom leaders (e.g., messenger, homework collector, line leader, health monitor, supplies director, etc.), as speakers at assemblies, as environmental details on campus to reflect our
Leader in Me work (murals, mosaics, plants, etc.), every student has a role. Regular journaling on leadership encourages student reflection. Student report cards include specific leadership traits, and students set goals for their own leadership development, with their parents and teachers.

**WiseSkills Character Curriculum:** tools to support intentional teaching of personal character development.

**Sanford Harmony:** The goal of Harmony is to incorporate specialized teaching strategies into classroom activities—from preschool through sixth grade—in an effort to reduce bullying, and help develop the youth of today into tolerant, compassionate, and caring adults for the future. Harmony can be easily incorporated into lesson plans in as little as five minutes a day, and is aligned with Common Core state standard, national, and district learning initiatives.

**Discipline That Restores:** The Discipline That Restores (DTR) model is the foundation of our discipline policy, with skills explicitly taught and specific strategies used to manage conflict and unwanted behaviors. DTR focuses on:

- Restorative conflict resolution: positive skills taught to students that lead to relationship restoration
- Logical Response Consequences: opportunities to connect mistakes to learning that will prevent repetition of the same mistakes, often determined by student who earned consequence
- Peacemaking Process: intentional process, with varying levels of mediation, for students to make peace and make things right after a conflict occurs
- Peer mediation: training for students using curriculum to equip students to lead other students through a process of conflict resolution with positive resolution
- Respect agreements among teachers, students, school and other staff: these are agreements collaboratively created by each group that address respect to others and the environment
- Cooperative conflict resolution.

Throughout the program, all adults are expected to model the core values consistently. In addition to attending assemblies where leadership qualities are emphasized, parents are invited to a monthly breakfast with the Executive Director to discuss the leadership program and other school issues. All stakeholders in the school are asked to volunteer for leadership roles—**our Lighthouse Team** includes representatives from admin, office staff, one teacher from each grade level, student reps and parents to guide leadership development school wide. The **Student Lighthouse Team** is a student advisory team to guide leadership action teams formation and to advise the Lighthouse Team. These students will generate ideas about leading the school (planning events, designing murals, initiating service projects, etc.) and recruit other students onto action teams to set the plans in motion.

**B. CURRICULUM**

Teachers implement an academically challenging and integrated curriculum, incorporating California standards, including the new Common Core State Standards and Next Gen Science Standards. Purchased curricular materials are used as a basis upon which teachers build. (See Section C: Textbooks and Other Instructional Resources, below for further details.)

**Aspen Valley Prep’s core curriculum is aligned to the California Common Core State Standards (CCSS) and Frameworks for Instructional Design. Teachers align all lesson plans to CCSS (including methods for**
differentiating instruction for ELs and students with special needs), introduce the standard during the lesson (on whiteboard or Mimio/interactive whiteboard), ask students to say the standard, and then repeat the standard learned in their own words during the lesson conclusion.

Listed below is each core subject, the educational goals and current instructional materials.

1. **ENGLISH LANGUAGE ARTS AND ENGLISH LANGUAGE DEVELOPMENT**

The elements of the ELA program are aligned to the four strands of the California Common Core Standards in English Language Arts as well as the California English Language Arts/English Language Development Framework. Reading, Writing, Listening and Speaking. These are each detailed here, followed by a synopsis of our primary ELA curriculum sources.

   a. **Reading**

   The reading instruction program educates students to be highly capable readers with the ability to apply their comprehension and analytical skills in becoming fully functioning citizens in our democracy. We believe high levels of comprehension in all genres builds the foundation for academic success. We provide students with English Language Arts instruction that results in the ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts. We take a balanced approach that some reading material should be at independent reading levels, some more difficult for particularly interesting topics, and, finally, some challenging text (stretch text) for instruction which needs to be scaffolded.

   With Wit & Wisdom, every text a student touches is authentic and of the highest quality. Students use these texts at every turn — to learn, and eventually master, essential reading, writing, speaking, listening, grammar, and vocabulary. Instead of basals, students read books they love, to build knowledge of important topics and master literacy skills. All students read and communicate about grade-level texts, with suggestions for support included at key moments in lessons. Wit & Wisdom is composed of four modules per grade level. Each artfully explores a specific topic to develop depth of understanding and inspire curiosity. At the core of each module is a selection of literary works, informational texts, and visual art. Modules are made up of 30 lessons which are covered in 6-8 weeks of study. All modules integrate reading, writing, speaking, listening and language instruction.

   In all grade levels, students read closely to determine what the text says explicitly and to make logical inferences from it, and cite specific textual evidence when writing or speaking to support conclusions drawn from the text. Students also determine central ideas or themes of a text and analyze their development and summarize the key supporting details and ideas. Furthermore, analyze how and why individuals, events, and ideas develop and interact over the course of a text.

   Students develop understanding in the craft and structure of all types of texts, interpreting words and phrases as they are used, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone. Students in grades TK-8 analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole. They also assess how point of view or purpose shapes the content and style of a text.

As students integrate knowledge and ideas they read, they evaluate content presented in diverse formats and media, including visually and quantitatively, as well as in words. They also delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence. As students progress in their range of reading and level of text complexity, they analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.

Students learn to understand complex text and ideas as well as reason, analyze, persuade, and problem solve. Students encounter a significant representation of the best classic and contemporary literature including novels, biographies, essays and plays.

Beginning in kindergarten, students listen to stories and informational text and begin learning research strategies, completing reports based on multiple sources to demonstrate their comprehension. As students advance in reading levels, they both listen to and read a variety of texts, and learn to use reading comprehension strategies (predicting, connecting, questioning, monitoring, clarifying, summarizing, inferring and visualizing) in concert to analyze, evaluate, and interpret what they read. Reading strategies are posted on classroom walls for teacher reference during reading instruction to help students with metacognition (the ability to understand the thinking process). Teachers use strategies such as think-alouds, wherein they use reading strategies, model them aloud, and then have students practice them during read-alouds, shared reading, guided reading, reciprocal reading and independent reading. Guided reading groups use books organized by reading levels to facilitate targeted instruction based on the needs of the individual students. Read alouds are frequently connected to integrated curriculum units as they are taught in the classroom. Teachers use a diversity of print and digital sources so that students integrate and evaluate content, visually and quantitatively, as well as in words.

English Learners and students who are struggling are provided access to reading materials through use of leveled libraries with high-interest books at all levels, reading conferences with teachers, one-on-one reading tutoring; and partner reading. Since students develop more quickly as fluent readers and writers if they have had numerous opportunities to listen to fluent readers and writers if they have had numerous opportunities to listen to fluent readers, students listen to fluent readers frequently through shared reading, read-alouds, books on tape, and listening centers.

In Grades 6 to 8, we continue to use quality literature-based comprehension instruction in language arts, and we recently adopted Summit Basecamp for middle-school grades curriculum. Summit Basecamp, an online learning platform that is responsive to individual student’s needs, provides a personalized learning approach that encourages students to drive their own education by determining for themselves how they learn best, setting goals and developing habits of success. Summit Basecamp facilitates teachers customization of instruction to meet students’ individual needs and interests, while still allowing students to self-direct. Receiving the “gold stamp” from SCALE at Stanford University, this project-based curriculum is teacher-created, standards-aligned, and customizable. It includes nearly 200 deeper learning projects and over 700 “Playlists” (libraries of learning content) and assessments.

Through Summit Basecamp as well as texts in print, teachers select grade-appropriate core literature that exhibits the depth and complexity demanded by the CACCSS. In seventh and eighth grade, students use the skills developed in the previous grades to understand more sophisticated literature and content area information. Students identify idioms, analogies, metaphors, and similes and continue to use multiple strategies to clarify word meanings. Students focus on comprehension of various informational materials using the strategies developed previously in addition to skills in identifying author’s bias or...
perspective. Students begin to analyze literature by determining purpose by genre, comparing and contrasting themes and points of view, and analyze more sophisticated elements of characterization.

Teachers use quality literature from the California state list of recommended literature for TK-6. We use books that reflect the ongoing interdisciplinary study of the classroom. Informational texts including primary documents, historical fiction, science texts, newspaper and magazine articles, plays and more are used throughout the ELA, History/Social Science, Science and Math curriculum.

b. Writing

Writing instruction is rooted in a constructivist approach. Students select topics that are close to their hearts and write for real audiences, not just their classroom teacher. Teachers work together in grade-level teams to develop standards-based units centered on deep, essential questions, which culminate in writing projects. As children write, they use their letter-sound knowledge, develop knowledge they have read about, and practice the art of writing that they have analyzed in models that they have read. Children who write become more fluent in reading. Grammar and spelling are taught throughout the writing process and supplemented by direct instruction of standards-based skills at each grade level as appropriate.

Our structured daily writing program is directly aligned to the new Common Core emphasis on writing. The chief component of the writing program in grades TK-6 will be the acclaimed Writer’s Workshop, based on the Lucy Calkins'/Teachers College Writer’s Workshop model. Writer’s Workshop is based on the constructivist principle that learning to write is as much about the process as the product, and thus emphasizes how to enjoy writing at the same time as reaching the goal of becoming competent writers.

Examples of Increasing Levels of Depth and Complexity within Text Types & Purposes Standard 2: Write informative/explanatory texts:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Complexity</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK/K</td>
<td>Use a combination of drawing, dictating, and writing to name what they are writing about and supply some information about the topic.</td>
</tr>
<tr>
<td>1st</td>
<td>Name a topic, supply some facts about the topic, and provide some sense of closure.</td>
</tr>
<tr>
<td>2nd</td>
<td>Introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.</td>
</tr>
</tbody>
</table>
| 3rd   | Examine a topic and convey ideas and information clearly.  
  a. Introduce a topic and group related information together; include illustrations when useful to aiding comprehension.  
  b. Develop the topic with facts, definitions, and details.  
  c. Use linking words and phrases (e.g., also, another, and, more, but) to connect ideas within categories of information.  
  d. Provide a concluding statement or section. |
| 4th   | Examine a topic and convey ideas and information clearly.  
  a. Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.  
  b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic. |
c. Link ideas within categories of information using words and phrases (e.g., another, for example, also because).
d. Use precise language and domain specific vocabulary to inform about or explain the topic.
e. Provide a concluding statement or section related to the information or explanation presented.

5th
Examine a topic and convey ideas and information clearly.
a. Introduce a topic clearly, provide a general observation and focus, and group related information logically; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.
b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.
c. Link ideas within and across categories of information using words, phrases, and clauses (e.g., in contrast, especially).
d. Use precise language and domain specific vocabulary to inform about or explain the topic.
e. Provide a concluding statement or section related to the information or explanation presented.

6th
Examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.
a. Introduce a topic or thesis statement clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/ contrast, and cause/ effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.
c. Use appropriate transitions to clarify the relationships among ideas and concepts.
d. Use precise language and domain-specific vocabulary to inform about or explain the topic.
e. Establish and maintain a formal style.
f. Provide a concluding statement or section that follows from and supports the information or explanation presented.

7th
Examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.
a. Introduce a topic or thesis statement clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/ contrast, and cause/ effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.
c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.
d. Use precise language and domain-specific vocabulary to inform about or explain the topic.
e. Establish and maintain a formal style.
f. Provide a concluding statement or section that follows from and supports the information or explanation presented.
8th

Include career development documents (e.g., simple business letters and job applications), to examine a topic and convey complex ideas, concepts, and information through the selection, organization, and analysis of relevant content.

a. Introduce a topic or thesis statement clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.

b. Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples.

c. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts.

d. Use precise language and domain-specific vocabulary to inform about or explain the topic.

e. Establish and maintain a formal style.

f. Provide a concluding statement or section that follows from and supports the information or explanation presented.

In grades 6-8 Summit Basecamp online curricula, students conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation. They also gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate the information while avoiding plagiarism. Finally, students draw evidence from literary or informational texts to support analysis, reflection, and research.

c. Listening and Speaking

Based on the ELA and ELD standards for listening, students are taught that active, effective listening is a habit to develop and the foundation of effective communication. Students are taught how to focus their attention, avoid distractions, use body position to signal their interest, express appreciation and appropriately pose questions. Some of the ways in which active listening skills are practiced include: following oral directions, answering questions after read-aloud, critiquing shared pieces in Writer’s Workshop, writing dictated sentences and repeating rhythms through movement and clapping.

Listening and speaking skills are both directly taught and embedded into all activities and academic subjects. This is largely based on the Responsive Classroom approach to teaching. Across grades TK-6th, students prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others’ ideas and expressing their own clearly and persuasively. They integrate and evaluate information presented in diverse media and formats, including visually, quantitatively, and orally, and evaluate a speaker’s point of view, reasoning, and use of evidence and rhetoric.

Students, at varying levels of depth and complexity depending on grade level, also present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience. Students strategically use digital media and visual displays of data to express information and enhance understanding of presentations. Students also adapt their speech to a variety of contexts and communicative tasks, demonstrating command of formal English when indicated or appropriate.
d. ELA Curriculum Materials

**Fountas & Pinnell Literacy Phonics (TK-Grade 3)**

Fountas & Pinnell Phonics Lessons in grades TK-3 provide scientific information about the complex, intricate relationships between letters and sounds and the ways in which they work to support developing readers. Each student book is a complete Phonics and Word Study Curriculum for each of the primary grades. With 100 Mini-lessons for each of the grade levels, teachers use the month-by-month planning guide, the assessment checklists, and the lesson selection map to choose the lessons that align with students’ needs and the Word Study Continuum. The Continuum encompasses nine scientific categories of learning:

- Early Literacy Concepts
- High-Frequency Words
- Phonological and Phonemic Awareness
- Spelling Patterns
- Letter Knowledge
- Word Structure
- Letter/Sound Relationships
- Word-Solving Actions
- Word Meaning

**Wit & Wisdom**

Wit & Wisdom is composed of four modules per grade level. Each artfully explores a specific topic to develop depth of understanding and inspire curiosity. At the core of each module is a selection of literary works, informational texts, and visual art. Modules are made up of 30 lessons which are covered in 6-8 weeks of study. All modules integrate reading, writing, speaking, listening and language instruction.

Students are practicing reading, writing, speaking, listening, and language based in text. All strands of the standards are integrated throughout each module with:

- Instructional Routines that empower students to tackle complex texts with increasing independence within and across grades.
- Text-Dependent Questions to guide students to a deep understanding and establish a basis for the use of evidence in oral and written communication.
  - Explicit Writing Instruction to empower students to write essays, narratives, arguments, and informational pieces.
  - Text-Based Vocabulary that provides the basis for morphology and word work.
  - Formative Assessments that inform teachers and students on progress towards knowledge and skill mastery.

**Common Core Curriculum - 6th-8th grades**

This resource was created by teachers, for teachers. This book presents a comprehensive, coherent sequence of thematic units for teaching the skills outlined in the CCSS for English language arts in Grades 6-8. Each grade is broken down into six units that include focus standards, suggested works, sample activities and assessments, lesson plans, etc. Teachers can use the maps to plan the year and craft more detailed lesson plans. Many of the texts are taught through leveled Guided Reading groups.

**Moby Max**
This is an online curriculum that includes six English Language Arts sections: Reading Stories, Reading Literature, Reading Informational, Grammar Language, Vocabulary, and Writing. Students complete lessons as assigned by the teacher and/or as a result of individual placement tests. Students also have the option to complete worksheets when necessary.

ev. English Language Development

Aspen Valley Prep’s English Learner (EL) population includes students who predominantly come from Spanish-speaking families, but also those who speak a variety of other home languages including Punjabi, Vietnamese, and Mazateco. Our ELD program implements both the California ELD Standards and the new English Language Arts/English Language Development Framework for California Public Schools (ELA/ELD Framework). Our ELD goals are directly aligned with the goals detailed in the ELD Standards and Framework to “ensure that ELs are fully supported as they:

- Read, analyze, interpret, and create a variety of literary and informational text types;
- Develop an understanding of how language is a complex, dynamic, and social resource for making meaning;
- Develop an understanding of how content is organized in different text types across disciplines using text organization and structure, language features, and vocabulary depending on purpose and audience;
- Become aware that different languages and varieties of English exist;
- Recognize their home languages and cultures as resources to value in their own right and to draw upon in order to build proficiency in English;
- Contribute actively to class and group discussions by asking questions, responding appropriately, and providing useful feedback;
- Demonstrate knowledge of content through oral presentations, writing, collaborative conversations, and multimedia; and
- Develop proficiency in shifting registers based on task, purpose, audience, and text type” (ELA/ELD Framework p. 9-10).

EL students, like their English-fluent counterparts, are expected to gain progress in each of the ELA strands—Listening, Speaking, Reading, and Writing. We monitor EL progress through formal and informal assessments including grades, standardized test scores, and ongoing communications with classroom teachers and the student’s parents/guardians. (See Section X.A., below, for more details about support/ELD instruction, assessment, reclassification and monitoring of ELs.)

2. Mathematics

Learning objectives and outcomes are aligned to the rigorous CA CCSS mathematics standards. Teachers use the Mathematics Frameworks for California Public Schools for planning and guidance. The goal of the math curriculum is to make students fluent with numbers, to build mathematical reasoning skills, to develop a strong math vocabulary and to apply algebraic concepts to problem solving. In light of state mandates regarding Algebra instruction, mathematics instruction has the ultimate goal of enabling all students to successfully complete Algebra I by the end of eighth grade.

Following direct instruction in new skills, teachers present hands-on activities while also allowing time in and out of class for substantial practice of grade level computational skills. Using blended learning via Achieve 3000, Lexia Learning, Moby Max, khanacademy and other online curriculum, teachers are able
to differentiate instruction several times weekly, focusing on the needs of struggling students and those ready to move beyond the grade level curriculum.

AVPA’s math program utilizes *Eureka Math*, adopted in 2015-16 based on teacher feedback. Eureka Math connects math to the real world while helping students achieve true understanding lesson by lesson and year after year. The team of teachers and mathematicians who wrote Eureka Math took great care to present mathematics in a logical progression from PK through Grade 12. This coherent approach is designed to ensure teachers know what incoming students already have learned and that students are prepared for what comes next, helping to dramatically reduce gaps in student learning, instill persistence in problem solving, and prepare students to understand advanced math.

In grades 5-8, we are now using Summit Basecamp’s online curricula to enable more authentic personalization and ensure student mastery of critical mathematical concepts and processes that form the foundation for advanced learning throughout secondary school.

3. **SCIENCE**

Our science program focuses on students using the scientific process to engage in solving real life scientific problems. Teachers use the California Content Standards in Science to create their units of study (as California’s Next Generation Science Standards are implemented, these are incorporated into the curriculum). Aspen Valley Prep’s science goal is to foster in students a love of scientific inquiry and language acquisition by supporting the foundations of science: science as exploration and experimentation, and the scientific method as a way of developing and expanding human knowledge through natural, hands-on or student-led experiences. The science curriculum is supported by project based learning and service learning science projects. With access to a variety of California field trip opportunities, students explore scientific concepts through first-hand experiences in the areas of biology, ecology, and physical science.

AVPA’s science program focuses on:

- Mastery of CCSS/Next Generation Science Standards
- Emphasize science as a process of formulating and answering questions about the physical world around them, and encourage students to pursue answers to their own scientific queries
- Promote student appreciation of the natural world and develop skills of hypothesis forming, identification, experimentation, evaluation, documentation and presentation
- Create and lead meaningful scientific experiments for students to make real-life connections and applications

The four strands within TK-5 standards include Earth Science, Life Science, Physical Science, and Investigation and Experimentation. The focus in sixth grade is earth science, *life science in the seventh grade*, and *physical science in the eighth grade*. Drawing on the curriculum resources, teachers plan in depth integrated units of study in which students use the scientific method to enact, observe and record experiments based on their hypothesis. Unit themes are based on inquiries such as “Why do some things change and some things stay the same?” or “How and why do human beings and animals find or create shelters?” Teachers promote skills in questioning; developing and using models; planning and carrying out investigations; collecting, analyzing, and interpreting data; constructing explanations; designing solutions; engaging in argument from evidence; and synthesizing and communicating information. Students learn to be logical in making assumptions, accurate when collecting data,
 insightful when drawing conclusions, and unbiased when supporting statements with reliable scientific evidence. By the end of grade eight, students will be on their way to becoming independent scientific researchers with strong expository reading and writing skills who are able to implement student-created scientific experiments.

AVPA uses the following science instructional materials:
- FOSS Kits for grades TK-5
- Teacher and student created lab experiments to support scientific concepts in curriculum
- Teacher use of technology through web-lessons and animations using student computers
- Teacher generated materials
- Scholastic Science News
- Basecamp for grades 6-8

4. HISTORY/SOCIAL SCIENCE

AVPA believes students better understand their own unique place in history by making concrete connections and applications to the people, places and events of the historical past and present. With the classroom being the center of a democratic community implementing character excellence, students participate as local, national and global citizens and are encouraged to ask questions and make decisions that will influence the future. Additionally, as students learn geography, they identify the cultural, economic and agricultural impact of California regions and other areas of the world. By making historical and geographical connections, students develop an understanding and appreciation of global happenings and their societal effect.

AVPA’s history-social science curriculum focuses on:
- Mastery of California State Content Standards and Common Core Standards
- Emphasize using scientific query to ask and answer questions about events that shaped history, and encouraging students to pursue answers to current historical events and outcomes
- Participate as a local, national and global citizens
- Make connections between past and present people, places and events in history
- Identify geographical, historical, and environmental components of California history and geography

Broad social studies themes and content cover topics of family life, cultures, community, the environment, the study of California, geography, economics, United States and world history with connections to mathematics, science, visual art, music, dance, and drama. Learning activities engage students in reading rich literature as well as original source documents across all content areas. Online curriculum such as MobyMax and Brain Pop are used as a guided source of research and information. Students experience daily opportunities to develop listening, speaking, research, and writing skills across the content areas and to develop proficiency in the use of the arts as tools for learning, creative thinking, and problem solving as well as assessment. At all grade levels, the curriculum is enhanced whenever possible with multimedia resources, hands-on experience (e.g. artifacts from cultures studied) and field trips. While covering the social science standards, teachers focus on reinforcing and employing reading comprehension, writing, and listening speaking standards through social science content. For example, students apply reading comprehension and vocabulary strategies to their social studies text and complete assessments in which they demonstrate social studies content knowledge along with writing and speaking standards.
AVPA uses the following history-social science instructional materials:

- California Vistas (Macmillan/McGraw Hill) for grades K-6
- Discovering Our Past (Glencoe/McGraw Hill) for grades 6-8
- Teacher generated materials with integrated social studies informational text resources
- Basecamp for grades 6-8

Additional primary and secondary resources are chosen by faculty in order to support student investigations into multiple perspectives on historical events and concepts. Teachers provide students with access to primary and secondary historical sources, maps, charts, and timelines from which to draw information about the historical time periods and cultures studied. In teaching social science, teachers use a variety of graphic organizers, charts, and visual aids to support students’ developing analytic skills and to assist English language learners.

5. TECHNOLOGY

As noted throughout this petition, blended learning and technology-based curriculum and assessments are integrated throughout the program. All students have access to classroom or lab computers, at a ratio of 2:1, with grades 3-6 having a 1:1 ratio. Upper elementary students and middle grade students are expected to utilize technology within core subject assignments such as internet research, word processing, slide and PowerPoint presentations, graphic design and video production. They manage their work via an online learning management system, Edmodo, or in grades 6-8 in Basecamp.

6. HEALTH AND WELLNESS

At capacity, we have a full-time credentialed PE instructor as part of our commitment to the health and welfare of our students. Physical education classes and organized sports ensure opportunities for teamwork, leadership and physical and character growth. Aspen Valley Prep is a member of Fresno PAL which allows students from small schools to participate in community-based sports.

AVPA is committed to educating students and their families in the importance of daily physical activity and making healthy food choices. As part of the school’s belief that students should have access to nourishing, fresh food, Revolution Foods provides meals and snacks to ensure high quality, unprocessed options on a daily basis.

7. VISUAL/PERFORMING ARTS

Classroom teachers integrate visual/performing arts into the core curriculum and leadership education program to create powerful learning experiences for students. Music and drama are offered via rotating enrichment classes. We offer band and choir for upper grade students. A full-time visual art teacher collaborates with classroom teachers to support arts integration throughout core learning. Students in TK-4 have one hour of dedicated art instruction weekly; students in grades 5-8 get two hours weekly.

Students in all classes are encouraged to perform in monthly assemblies and special talent shows.
8. **SERVICE LEARNING**

Students participate in grade level appropriate service learning throughout the academic school year. The service learning component of the curriculum is designed to show students how their learning and actions can make a purposeful contribution to their community. Service learning projects are integrated into the core curriculum and linked to the state content standards. Examples of past and current service learning include making and donating blankets to homeless shelters, canned food drives, animal shelter fundraisers, researching and contributing to the Fresno Historical Society, and gift-giving for children whose family members are incarcerated.

C. **TEXTBOOKS AND OTHER INSTRUCTIONAL RESOURCES**

As detailed herein, a subject-specific, commercially-produced curricular program that is standards-aligned provide the foundation of the educational program. Purchased curricular materials are used as the basis upon which teachers build, utilizing the “Backward Design” methodology for lesson planning. As also detailed throughout this petition, we believe that lesson plans need to be revised constantly to accommodate new assessment information, and lessons need to be customized to suit the learning needs of individual students.

As noted above, we use the following instructional materials:

<table>
<thead>
<tr>
<th>Subject</th>
<th>Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA</td>
<td>Wit &amp; Wisdom, Fountas &amp; Pinnell Literacy Phonics, Heinemann Comprehension Toolkit, Moby Max, Summit Basecamp</td>
</tr>
<tr>
<td>Math</td>
<td>Eureka Math, Summit Basecamp</td>
</tr>
<tr>
<td>Science</td>
<td>FOSS Kits, Summit Basecamp</td>
</tr>
<tr>
<td>History/Social Science</td>
<td>California Vistas (Macmillan/McGraw Hill); Discovering our Past (Glencoe/McGraw Hill), Summit Basecamp</td>
</tr>
<tr>
<td>Arts</td>
<td>Teacher designed as an outcome of art and core teacher collaborations, based on CCSS units of study in core classes</td>
</tr>
<tr>
<td>ELD</td>
<td>ELD instruction is integrated into general instruction by using SDAIE strategies as well as intervention to address need for scaffolding in any one of the domains: Listening, Speaking, Reading or Writing.</td>
</tr>
</tbody>
</table>

Grade level teachers meet and inform the Site Director about areas of need and recommended books and materials for the following year. The curricular purchases are made by the administration and purchased well enough in advance to ensure timely implementation. Most importantly, all curricular materials have a proven record with our targeted student population and have been developed through sound, research-based methods that utilize the latest information on teaching, learning and brain functions. Curricular materials are analyzed in perspective of the whole educational program and in relation to lessons and assessments that would follow from curricular programs.

**TRANSITIONAL KINDERGARTEN**

California law (EC §48000) defines transitional kindergarten as “the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.” The TK curriculum includes the California Preschool Learning Foundations (Foundations) developed by the California Department of Education, Senate Bill (SB) 858 (Chapter 32, Statutes of 2014). Teachers
assigned to a TK classroom have been issued at least one credential by the Commission on Teacher Credentialing (CTC), and shall, by August 1, 2020, have one of the following:

- At least 24 units in early childhood education, or childhood development, or both; or
- As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described above; or
- A child development permit issued by the CTC.

Aspen’s TK/K blended program utilizes teacher created and Principal-supported instructional materials aligned to the California Preschool Learning Foundations developed by the California Department of Education. In these combined TK and Kindergarten classrooms, teachers are able to identify their TK students and offer a developmentally appropriate program to meet their needs. TK ensures that children have developed the foundations to successful learning when they begin Kindergarten.

VIII. TEACHER CAPACITY: RECRUITMENT AND PROFESSIONAL DEVELOPMENT

A. TEACHER RECRUITMENT

Our highly qualified faculty is recruited through various communication channels, including local newspapers, education networking websites (CCSA, EdJoin, etc.), the school website, career fairs, local universities and word of mouth referrals. We engage in a thorough review of the qualifications of candidates that apply for employment at the school. The Site Director, with support from the Academic Director and Executive Director, reviews resumes, letters of recommendation, statements of teaching philosophies, and portfolios to determine which candidates will be interviewed for positions. The Executive Director, Academic Director and Site Director bear primary responsibility for all teacher hiring; in the case of any disagreement, the Executive Director is the final decision maker. Teachers and students are asked to participate in interviewing candidates. Candidates for teaching positions are interviewed, and in most cases asked to teach a lesson to a classroom of students and return for a second round of interviews. In some cases, the Site Director may observe candidates teaching a lesson in their current positions. Following interviews, we contact references, review letters of recommendation, and notify each person of their status once a decision is made. Candidates who are offered employment receive a written offer of employment. In addition, we verify the teaching credentials of candidates with the California Commission on Teacher Credentialing, ensuring that each teacher possesses credential subject authorization that meets state and NCLB/ESSA requirements to teach the subject that he/she is being hired to teach. The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment. [Ref. California Education Code Section 47605(l) and 47605.4(a)] Before any teacher is permitted to work, all appropriate background, health (e.g., TB testing) and other requirements must be met.

Aspen Valley Prep makes every effort to recruit teachers who are committed to the vision and mission of the school. Job postings for teachers clearly state the education philosophy and teaching pedagogy that are supported by the school so that teachers who are ultimately selected for employment possess the desire, capacity and dedication to work successfully at the school. To attract and retain outstanding
teachers, Aspen Valley Prep provides: competitive salaries; a challenging, rewarding and professional work environment; support and collaboration from colleagues and administration; and, the opportunity to participate in innovation, creativity and research within a model school program.

Due to the profound impact that teachers have on students, only the most effective teachers are retained at the school. Performance measures are used to evaluate teacher effectiveness, to recognize superior performance, to provide targeted assistance in instances when performance is less than satisfactory, to determine the appropriateness of pay incentives, and to make informed decisions regarding continued employment at the school.

B. PROFESSIONAL DEVELOPMENT

Professional development and coaching is a critical aspect of operations. Aspen Valley Prep supports teachers through a high-quality Professional Learning Committee (PLC), where internal expertise is continuously shared with other teachers regarding curriculum, instruction, assessment, and behavior management as well as open-ended discussions about how the school might best promote student success. The PLC model fosters collaboration to continually improve learning, develop shared values and norms, and ensure greater accountability for results. Through PLCs, instructional staff analyze student achievement data, conduct reflective inquiry, actively seek and cooperatively implement solutions, and evaluate learning outcomes. PLCs are a regular and ongoing function of staff meetings. The Site Director trains staff in how to conduct and participate effectively in PLCs.

Aspen Valley Prep instructional staff meet weekly on Fridays with school leaders, including joint-PD sessions with Aspen-AVPA faculty and the Academic Director and Executive Director. Each teacher has at least one bi-weekly Instructional Meeting with the Site Director to discuss individual students, overall classroom strategies and teacher performance, and provide targeted coaching. Teachers engage in collaborative planning and professional development for three weeks full days prior to the first day of, and nine full days of professional development (PD) throughout the school year. Two weeks of teacher PD and collaborative planning time occur each summer.

PD is led by our staff, most commonly the Site Director, Academic Director and Executive Director, but also by teachers who develop specific expertise or attend off-site trainings and then in turn train their peers. Outside consultants are also retained to lead teacher PD as needed. PD topics include:

- Common Core State Standards and specific curriculum/pacing guides
- Understanding by Design
- Differentiating learning, Constructivism and Project-Based Learning, incorporating blended learning and small group instruction, strategies and planning
- The Leader in Me curriculum and strategies
- Classroom management strategies and the school’s discipline policy (including procedures and legal mandates for suspension and expulsion)
- Formative and summative assessments, including state standardized tests
- RTI Model, Role of the SST, identification of students with special needs, the IEP process, modifications for students with disabilities, available resources (e.g., counseling) for students and families in need
- Strategies for English learners including SDAIE and GLAD
- Collecting, analyzing and using student achievement data to drive classroom instruction
● Health and Safety policies and procedures including emergency protocols, mandated reporter, bloodborne pathogens and first aid/CPR training.
● School administrative policies and procedures (attendance reporting, student discipline, etc).
● Ensuring effective parent communication.
● Teacher evaluations, classroom observations, and professional learning community expectations.

Staff work with school leaders to develop curriculum and assessments, review student achievement data (with a focus on subgroup performance), and discuss individual students. Monthly Critical Friends Group Protocols are utilized in which the teachers come together as a professional learning community to examine student work, lesson or unit plans and give each other supportive and critical feedback. Through ongoing classroom observations, grade level teacher meetings, facilitated discussions around best practices, PLC meetings, analyzing data, and academic planning), teachers continuously collaborate to meet individual, subgroup, grade level and whole school student needs. Teachers also can attend off-site training as approved by the Site Director.

IX. INSTRUCTIONAL MINUTES

The annual calendar includes a minimum of 175 days of regular instruction. (See Appendix D for the draft 2017-18 Academic Calendar.) Given that a significant number of the students enrolled are English Learners, have limited school readiness, and/or come from homes of poverty where books and other resources are scarce, the slightly extended regular school day provides a tremendous benefit to our students. As a result of having an extended instructional day, students in all grades receive instructional minutes that substantially exceed the minimum number required for traditional and charter public schools according to California Education Code § 47612.5.

The difference between the minimum number of instructional minutes required by the state and the instructional minutes at AVPA is represented in the following chart:

<table>
<thead>
<tr>
<th>Grade</th>
<th>CA Required Minutes</th>
<th>VPA Instructional Minutes</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK</td>
<td>Not required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kindergarten</td>
<td>36,000 annually</td>
<td>56,415 annually</td>
<td>+20,415</td>
</tr>
<tr>
<td>Grades 1-3</td>
<td>50,400 annually</td>
<td>59,040 annually</td>
<td>+8,640 x 3 years = 25,920</td>
</tr>
<tr>
<td>Grades 4-6</td>
<td>54,000 annually</td>
<td>59,040 annually</td>
<td>+5,040 x 5 years = 25,200</td>
</tr>
<tr>
<td>Total Difference K-6 (over 9 year period)</td>
<td></td>
<td></td>
<td>71,5361,455 additional minutes</td>
</tr>
</tbody>
</table>

In other words, students who attend AVPA from kindergarten through grade 6 will add approximately 71,5361,455 instructional minutes above and beyond the minutes required by the state – more than 1.25 years of instruction to their elementary/middle school years beyond the state’s requirements.

In all grades, prompt and consistent attendance at school is emphasized. One of The 7 Habits is Be Proactive, indicating that being at school, ready to learn is a personal victory on which all other Habits
builds upon. All students are expected to show a commitment to punctuality and responsibility for assignments. Aspen Valley Prep currently maintains a 95% attendance rate. Daily attendance is tracked using the Illuminate Student Information System. The Office Manager/Student Services personnel is responsible for monitoring student attendance; unexcused absences, excessive tardies and/or early dismissals may require a parent meeting with the Site Director and a plan for attendance.

A. SAMPLE DAILY BELL SCHEDULES

Aspen Valley Prep TK students attend school Monday-Friday from 8:00 am to 11:30 am. K-8 students attend school from 8:00-3:15 pm Monday to Thursday, and Friday from 8:00-1:00 pm. AVPA offers a comprehensive after-school program each day until 6:00 p.m., with both homework assistance and enrichment classes in visual/performing arts, sports, science and more.

The following are sample schedules for each grade band, including instructional minutes for each:

<table>
<thead>
<tr>
<th>TK Instructional Schedule</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00-8:15</td>
<td>Writing Practice/Look at Books/ Take Attendance</td>
<td>Writing Practice/Look at Books/ Take Attendance</td>
<td>Writing Practice/Look at Books/ Take Attendance</td>
<td>Writing Practice/Look at Books/ Take Attendance</td>
<td>8:00-8:15</td>
</tr>
<tr>
<td>8:15-8:30</td>
<td>Leader 7 Habits &amp; Character</td>
<td>Leader 7 Habits &amp; Character</td>
<td>Leader 7 Habits &amp; Character</td>
<td>Leader 7 Habits &amp; Character</td>
<td>8:15-8:30</td>
</tr>
<tr>
<td>8:30-8:50</td>
<td>Flag Salute/Songs/Calendar Routines</td>
<td>Flag Salute/Songs/Calendar Routines</td>
<td>Flag Salute/Songs/Calendar Routines</td>
<td>Flag Salute/Songs/Calendar Routines</td>
<td>8:30-8:45</td>
</tr>
<tr>
<td>8:50-9:00</td>
<td>Shadowing/Scrubfield Videos on Youtube</td>
<td>Shadowing/Scrubfield Videos on Youtube</td>
<td>Shadowing/Scrubfield Videos on Youtube</td>
<td>Shadowing/Scrubfield Videos on Youtube</td>
<td>8:45-9:00</td>
</tr>
<tr>
<td>9:00-9:30</td>
<td>Snack/Bathroom/Restroom</td>
<td>Early Literacy/Reading</td>
<td>Early Literacy/Reading</td>
<td>Early Literacy/Reading</td>
<td>Early Literacy/Reading</td>
</tr>
<tr>
<td>9:30-10:20</td>
<td>Early Literacy/Reading</td>
<td>Early Literacy/Reading</td>
<td>Early Literacy/Reading</td>
<td>Early Literacy/Reading</td>
<td>9:30-10:20</td>
</tr>
<tr>
<td>10:00-11:00</td>
<td>Centers/Reading &amp; Writing</td>
<td>Centers/Reading &amp; Writing</td>
<td>Centers/Reading &amp; Writing</td>
<td>Centers/Reading &amp; Writing</td>
<td>10:00-11:00</td>
</tr>
<tr>
<td>11:00-11:15</td>
<td>Exercise/Brain Breaks/ Song</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>11:15-11:30</td>
<td>Early Numeracy/Math</td>
<td>Early Numeracy/Math</td>
<td>Early Numeracy/Math</td>
<td>Early Numeracy/Math</td>
<td>11:09-11:25</td>
</tr>
<tr>
<td>11:30-11:50</td>
<td>Early Practic</td>
<td>Early Practic</td>
<td>Early Practic</td>
<td>Early Practic</td>
<td>11:29-11:50</td>
</tr>
<tr>
<td>11:50-12:00</td>
<td>Snack/Dismissal</td>
<td>Early Practic</td>
<td>Early Practic</td>
<td>Early Practic</td>
<td>12:15-12:30</td>
</tr>
</tbody>
</table>

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Sample K-6 Instructional Schedule

<table>
<thead>
<tr>
<th>Time</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00-8:30</td>
<td>Leadership Time, Morning Routine</td>
<td>Leadership Time, Morning Routine</td>
<td>Leadership Time, Morning Routine</td>
<td>Leadership Time, Morning Routine</td>
<td>Leadership Time, Morning Routine</td>
</tr>
<tr>
<td>8:30-9:15</td>
<td>Math</td>
<td>Math</td>
<td>Math</td>
<td>Math</td>
<td>Math</td>
</tr>
<tr>
<td>10:10-10:55</td>
<td>Writing</td>
<td>Writing</td>
<td>Writing</td>
<td>Writing</td>
<td>Writing</td>
</tr>
<tr>
<td>10:55-11:00</td>
<td>Art</td>
<td>P.E.</td>
<td>P.E.</td>
<td>Drama/Music</td>
<td>Art</td>
</tr>
<tr>
<td>11:00-12:00</td>
<td>Science/Social Studies</td>
<td>Science/Social Studies</td>
<td>Science/Social Studies</td>
<td>Science/Social Studies</td>
<td>Science/Social Studies</td>
</tr>
<tr>
<td>12:00-12:45</td>
<td>Lunch/Recess</td>
<td>Lunch/Recess</td>
<td>Lunch/Recess</td>
<td>Lunch/Recess</td>
<td>Lunch/Recess</td>
</tr>
<tr>
<td>12:45-1:20</td>
<td>Computer Lab / Guided Reading/Centers</td>
<td>Computer Lab / Guided Reading/Centers</td>
<td>Computer Lab / Guided Reading/Centers</td>
<td>Computer Lab / Guided Reading/Centers</td>
<td>End of Day Wrap Up</td>
</tr>
<tr>
<td>1:20-2:00</td>
<td>Brain &amp; Body Break</td>
<td>Brain &amp; Body Break</td>
<td>Brain &amp; Body Break</td>
<td>Brain &amp; Body Break</td>
<td>Early Dismissal</td>
</tr>
<tr>
<td>2:00-2:45</td>
<td>Writing &amp; Discussion for Learning</td>
<td>Writing &amp; Discussion for Learning</td>
<td>Writing &amp; Discussion for Learning</td>
<td>Writing &amp; Discussion for Learning</td>
<td>Writing &amp; Discussion for Learning</td>
</tr>
<tr>
<td>2:45-3:30</td>
<td>Writing &amp; Discussion for Learning</td>
<td>Writing &amp; Discussion for Learning</td>
<td>Writing &amp; Discussion for Learning</td>
<td>Writing &amp; Discussion for Learning</td>
<td>Writing &amp; Discussion for Learning</td>
</tr>
<tr>
<td>3:30-3:45</td>
<td>* 15 Recess and +30 Lunch minutes</td>
<td>* 15 Recess and +30 Lunch minutes</td>
<td>* 15 Recess and +30 Lunch minutes</td>
<td>* 15 Recess and +30 Lunch minutes</td>
<td>* 15 Recess and +30 Lunch minutes</td>
</tr>
</tbody>
</table>

Sample Middle School Schedule

<table>
<thead>
<tr>
<th>7th TIME</th>
<th>7th HOME</th>
<th>7th MONDAY</th>
<th>7th TUESDAY</th>
<th>7th WEDNESDAY</th>
<th>7th THURSDAY</th>
<th>7th FRIDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME</td>
<td>8:45</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>BREAK</td>
<td>8:45-9:00</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>MEETING / FLT TIME</td>
<td>9:05-9:45</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>MEETING / FLT TIME</td>
<td>9:45-10:30</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>MEETING / FLT TIME</td>
<td>10:30-11:15</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>MEETING / FLT TIME</td>
<td>11:15-12:00</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>MEETING / FLT TIME</td>
<td>12:00-12:45</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>MEETING / FLT TIME</td>
<td>12:45-1:30</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>MEETING / FLT TIME</td>
<td>1:30-2:15</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>MEETING / FLT TIME</td>
<td>2:15-3:00</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
<tr>
<td>MEETING / FLT TIME</td>
<td>3:00-3:45</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
<td>MEETING / FLT TIME</td>
</tr>
</tbody>
</table>

X. SPECIAL NEEDS: ASPEN VALLEY PREP ADDRESSES THE NEEDS OF ALL SUB-GROUPS, INCLUDING AT-RISK STUDENTS

Despite the many strengths of the school’s programs, methods, and organizational design, additional support is necessary when students are not making satisfactory academic progress or when their behaviors are impeding their own progress or the progress of others. Aspen Valley Prep Academy’s Response to Intervention (RTI) Model with integrated systems of leveled support are designed to ensure
that the school and community are doing everything possible to make students successful at school. The RTI process is used to provide multi-tiered systems of support for academic and behavioral instruction. The RTI system of support constructs interventions, programs, and services based on student data and student outcomes.

A request for consult with the Intervention Team (including Special Education Resource Specialist, Intervention Specialist, School Psychologist, School Counselor and Nurse) can be made by a teacher, administrator, parent or guardian. The consult is a Tier 1 level of support that leads to recommendations, strategies or actions to be implemented for a six to eight week progress monitoring period. Progress monitoring and data collection are part of the Tier 1 and Tier 2 intervention. This data is shared with the Intervention Team. The student progress and data is then analyzed to determine the level of support based on the student outcomes from the interventions.

The Intervention Team Meeting is coordinated by the Site Director who is responsible for scheduling and overseeing all Intervention Team meetings – including inviting parents/guardians to participate – and monitoring student progress and follow-up. During the Intervention Team meeting, the core team (parent, guardian, school personnel, and student) reviews test scores from current and previous years, reviews data and progress monitoring from interventions and review student’s current behavior, academic, attendance, and social progress. The team identifies student strengths and successes, and then discusses concerns. A copy is given to team members, and a record is placed in an Intervention folder in student’s cumulative file. During Intervention Team meetings, measures are taken to ensure the process is individualized with appropriate next steps assigned. The six to eight week RTI progress monitoring is the time to identify student strengths/challenges, work to create solutions, and set or revise goals. A follow up meeting may be scheduled if needed to reevaluate goals or consider Special Education testing as part of the RTI process.

A. **ENGLISH LEARNERS**

Aspen Valley Prep serves a high percentage of students from the community who are designated as EL’s and complies with all applicable laws with regard to services and the education of English Learners (ELs).
This includes all applicable legal requirements for ELs relative to annual notification to parents, student identification, placement, program options, ELs and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient (FEP) status, monitoring and evaluation of program effectiveness and standardized testing requirement. Aspen Valley Prep implements policies to effectuate proper placement, evaluation and communication regarding ELs and the rights of parents/guardians and pupils.

1. **IDENTIFICATION OF ENGLISH LEARNERS**

Aspen Valley Prep adheres to all applicable state and federal laws and regulations with respect to serving students who are English learners. In order to identify students who are English learners in a timely fashion and to provide appropriate instructional support and services, all parents are required to complete a Home Language Survey upon enrollment at the school. Cal. Education Code § 52164.1. Students who indicate that their home language is other than English are assessed using the California English Language Development Test (CELDT) (or the English Language Proficiency for California (ELPAC) assessment scheduled to be implemented in 2018) aligned to the CA ELD Standards if he or she has not previously been identified as an English learner by a California public school or if there is no record of prior CELDT/ELPAC test results. CELDT/ELPAC assessment takes place within 30 days of the start of the school year or within two weeks after the date of first enrollment at the school, and at least annually thereafter between July 1 and October 31 until a student is re-designated as fluent English proficient.

The English language proficiency of all currently enrolled English learners is assessed in accordance with the test contractor’s directions and California Education Code guidelines. Students with disabilities are permitted to take the test with the accommodations listed in the Education Code if they are specified in the student’s Individualized Education Program (“IEP”) or Section 504 plan. An alternate assessment for English language proficiency is administered to students who are unable to participate in the CELDT/ELPAC, according to the guidelines set forth in the student’s IEP. Staff notify parents of the school’s responsibility to conduct CELDT/ELPAC testing and inform parents of CELDT/ELPAC assessment results within 30 calendar days following receipt of test results from the test contractor. Parents and guardians are informed of their rights, and they are encouraged to participate in the reclassification process.

2. **EDUCATIONAL PROGRAM FOR ENGLISH LANGUAGE ACQUISITION**

ELs have daily access to the core curriculum and are taught in an English language program (mainstream) with support from the teacher or Intervention Team as needed. This support may be in the form of in-class help, which will help ELs access the core curriculum, and/or small group instruction developed to meet the specific language needs of ELs. Instructional techniques, assessments, materials and approaches are focused on communicative competence and academic achievement covering listening, speaking, reading and writing skills (aligned with English Language Development Standards and CCSS) in all areas of the curriculum. ELs receive EL and core content instruction appropriate for their English proficiency and grade levels.

4 The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT/ELPAC tested. All other students who have indicated a home language other than English will continue with annual CELDT/ELPAC testing based upon the date last tested at the prior school of enrollment.
Aspen Valley Prep employs CLAD and BCLAD-certified teachers to serve ELs, with aides/tutors providing additional support. Our goal is to ensure quality services that enable ELs to attain English proficiency and to have full access to the range of educational opportunities afforded all students. Faculty receive intensive professional development and coaching in working with ELs to meet the CA ELD Standards. The Site Director serves as the EL Coordinator and collaborates with each teacher regarding the specific language needs of our EL students.

Our instructional program is designed to promote language acquisition and proficiency, oral language development and enriched learning opportunities for all ELs in the following ways:

- Students interact through cooperative learning activities
- Students make oral presentations in content areas
- Students collaborate for group performance and reports
- Students are provided with learning opportunities in recreation and performing arts
- Students are provided academic tutoring as needed
- Students receive daily English language development information according to their English language proficiency levels as identified by CELDT/ELPAC testing

In addition to the major program design features that support students who are English learners, teachers employ the following specific strategies in their classrooms: (notably, these strategies are beneficial for all students, not just English Learners)

a. Six Key Strategies for Teachers of English Learners

1) Vocabulary and Language Development
   i) Teachers introduce new concepts by discussing vocabulary words key to that concept.
   ii) Teachers build on student’s background knowledge.
   iii) Classrooms reflect a language rich environment (i.e. language charts, shared reading and writing experiences, other writing displayed throughout the room and used daily by students).

2) Guided Interaction (collaborative learning)
   i) Teachers structure lessons so students work together to understand what they read—by listening, speaking, reading, and writing collaboratively about the academic concepts in the text.
   ii) Teachers provide students with opportunities to negotiate meaning from language and text and to work in cooperative pairs or groups to develop problem-solving and social skills.
   iii) Teachers group students flexibly, at times working in heterogeneous groups and at times not.

3) Metacognition and Authentic Assessment
   i) Rather than having students simply memorize information, teachers model and explicitly teach thinking skills (metacognition) crucial to learning new concepts.
   ii) Teachers use a variety of activities to check for student understanding, acknowledging that students learning a second language need a variety of ways to demonstrate their understanding of concepts that are not wholly reliant on advanced language skills.

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*Adapted from Alliance for Excellent Education. (December 2005). Case study on the New Teacher Center, University of California at Santa Cruz; and Project GLAD (Guided Language Acquisition Design).*
iii) Teachers “make thinking public,” the metacognitive aspect of teachers and students modeling how an answer was arrived at, not merely what the correct answer was.

4) Explicit Instruction
   i) Teachers utilize direct teaching methods to teach concepts, academic language, reading comprehension strategies, text patterns, vocabulary, writing patterns, and decoding skills needed to complete classroom tasks.

5) Meaning-Based Context and Universal Themes
   i) Teachers incorporate meaningful references from the students’ everyday lives and use them as springboards to interest them in academic concepts.
   ii) Teachers create classroom environments that provide authentic opportunities for use of academic language.
   iii) Teachers provide students with opportunities to activate and focus prior knowledge via inquiry charts, brainstorming, and clustering.

6) Modeling, Graphic Organizers, and Visuals
   i) Teachers regularly utilize a variety of visual aids, graphic organizers (such as Thinking Maps), pictures, diagrams, summaries, and charts to help English learners easily recognize essential information and its relationship to supporting ideas.

   b. Sheltered Instruction / Specially Designed Academic Instruction in English (“SDAIE”)

Sheltered instruction is also grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English learners. Aspen Valley Prep teachers engage in the following practices to support universal access of subject matter content for all students:  

- During lesson planning and preparation, teachers identify lesson objectives aligned with state and local standards.
- Teachers link new content to students’ background experiences and introduce unfamiliar vocabulary to facilitate comprehension.
- Teachers use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note taking.
- Teachers provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner and group projects.
- Teachers provide students with regular opportunities to use new language skills in context.
- Teachers pace lessons appropriately to allow for the participation and active engagement of all students.
- Teachers utilize language-based as well as content-based assessments.

SDAIE instruction also focuses on strategies for taking students Into, Through, and Beyond the topics covered. For example, SDAIE-enhanced instruction for a sixth grade social science unit on Ancient Greece might proceed as follows:

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I. Into: Determining what the students know about the topic of study. Possible SDAIE strategies for "Into":

**Anticipatory Guide**: Students are given a series of statements that relate to concepts they will be studying in their unit on Ancient Greece. Students indicate AGREE or DISAGREE. After the information has been presented, students check to see if they were correct.

**Brainstorming** - Students work in small groups. Each group begins with a stimulus such as a word, phrase, picture, or object related to the topic of Ancient Greece. A recorder records all responses to that stimulus and ideas from each group are shared with the class.

II. Through: The teacher enhances direct instruction on the topic by utilizing realia, manipulatives, visuals, graphic organizers, and various modes of interaction between students. In addition to reading the text and listening to information presented by the teacher, students take responsibility for learning by participating in group-work and sharing understanding with others. Possible SDAIE strategies for "Through":

**Graphic Organizers** – Students complete a variety of graphic organizers as they read or listen to information on Ancient Greece. Graphic organizers used might include:

- **Comparison-Contrast Matrix**: Students determine similarities and differences between Ancient Greece and the Ancient Egyptian culture previously studied.
- **Flowcharts**: Students sequence important events in the development of the Greek culture.
- **Cause and Effect Chart**: Students chart the ways in which geographical features of Ancient Greece shaped Greek culture and economy.

**Reciprocal Teaching** - Two students work together to read a passage in the social science text. Student A reads one paragraph aloud, then asks Student B one or two good questions based on the reading. Student B answers. Students A and B discuss questions and answers and repeat the process.

**Picture This** – Following the introduction of several key vocabulary terms related to the unit, a blank paper is divided into eight sections. Students draw pictures or symbols to represent words or major concepts. They then exchange papers with a partner and try to correctly label each other’s drawings.

**Reading Guide** Students work in small groups to read a longer section of the social science textbook. Students first take turns reading the headings of the reading. Then, with their group, students predict what will be discussed in those sections. Students write their answers on a prediction chart. In their groups, students take turns reading the first page aloud, and finish reading the selection in silence. They write "yes" or "no" on the prediction chart to indicate whether or not their predictions were correct. Finally, students write one thinking question (Why..., How..., Compare..., What if...), and exchange papers to answer each other’s questions.
III. Beyond: To create further understanding, students go beyond rote memorization and demonstrate real-world application of the learned information. This process requires higher-level critical-thinking skills. Possible SDAIE strategies for “Beyond”:

Roam the Room - In groups, students write down their individual answers to a higher-level question posed by the teacher (e.g. if only one idea or invention from the Greek culture could be passed on to subsequent cultures, what should it be and why?). Students share their answers within their group and the group comes up with and records on chart paper one “best” answer for their group. Groups then walk around to view other groups’ answers.

Quotes – Students identify quotes from a fictional text related to the unit (e.g. The Odyssey) that they feel exemplify important aspects of Greek culture. They create a chart listing the quote and the Greek culture they feel the quote illustrates.

3. HOW THE PROGRAM WILL MEET THE NEW STATE ELD STANDARDS AND USE THE RESULTS OF THE CELDT/ELPAC

Our programs to support English Learners are based on the new California ELD Standards. Because the current CELDT is aligned to the 1999 ELD Standards, the CELDT program will be replaced by the proposed ELPAC system, which are aligned to the 2012 revised CA ELD Standards. Until the ELPAC system is fully operational, VPA will continue to administer the CELDT as the state’s measure of ELP and for federal accountability under Title III of the ESEA.

Students are expected to advance at least 1 ELD level, or the equivalent ELPAC Proficiency Level Descriptor, annually as measured by the CELDT. Our ELD teacher partners with the advisors of EL students to include ELD goals on students’ learning plans. Additionally, our ELD teacher assesses student progress towards attainment of the standards using a standards-based guide, for example, EL portfolios.

4. PROCESS AND SPECIFIC CRITERIA FOR RECLASSIFICATION

Before the issuance of each progress report card, teachers summarize students’ mastery of standards for their current ELD level by looking at assessment material collected throughout the trimester.

Reclassification criteria and procedures are outlined below.

Reclassification Criteria:

- CELDT/ELPAC: Overall performance level of 4 or 5 (or ELPAC equivalent measure) and skill area scores of 3 or higher (or ELPAC equivalent measure) in listening-speaking, reading, and writing
- Comparison of Basic Skills: Performance in basic skills means the score and/or performance level resulting from a recent administration of an objective assessment of basic skills in English. The measures used to determine basic skills are Fountas & Pinnell (K-2), NWEA MAP (Grades 1-8) Lexile Range as determined by local assessments (Grades K-8) Range of performance in basic skills means a range of scores on the assessment of basic skills in English that corresponds to a performance level or a range within a performance level. Students of the same age refers to students who are enrolled in the same grade as the student who is being considered for reclassification.
Teacher/Site Director judgment: Classroom teacher and Site Director judge that the student will be successful in a mainstream English program. This judgment will be based on a Teacher Observation Matrix for Redesignation.

Parent Consultation: Notice is provided to parents/guardians of their rights, and they are encouraged to participate in the reclassification process. Parents are provided an opportunity for a face-to-face meeting to discuss their child’s progress toward English language proficiency.

Reclassification Procedures

The following reclassification procedures are used:

- Every year, the Assessment Coordinator creates a list of all students who meet the CELDT/ELPAC and CAASPP criteria for reclassification, as well as an updated potential reclassification list to teachers. This document lists by class all students who meet the CELDT/ELPAC and CAASPP criteria for reclassification.
- Each teacher is responsible for completing the report card grade and teacher judgment columns of the reclassification list for their students.
- In some cases, the Site Director works with the teacher to determine the ability of individual students to master grade level standards without language support.
- Based on the information provided by teachers, the Site Director identifies students ready to be reclassified and submits these names to the Office Manager. The Office Manager sends a reclassification letter to these students’ parents and submits their names and report cards to the school district.
- Reclassified students continue to be monitored to ensure their continued ability to achieve mastery of the CA CCSS for ELA/Literacy.

Aspen Valley Prep has set a demanding reclassification target for annual student progress (see Element 2: Measurable Student Outcomes). Students are expected to progress at least one English language level each year through targeted instruction and assessment. It is anticipated that students who are enrolled at AVPA beginning in kindergarten will be re-designated as fluent-English proficient (“RFEP”) prior to middle school. Students who enroll at the school in subsequent years whose language development is still in the beginning or early intermediate stage will receive added intervention from the teacher through small group instruction targeted to meet their individual needs with a goal that they will stay on target to advance 1-2 levels or more per year such that they can be reclassified during their K-8 career.

5. PROCESS FOR MONITORING PROGRESS OF ENGLISH LEARNERS AND RECLASSIFIED (RFEP) STUDENTS

Students are monitored in conjunction with the following CA ELD Standards Proficiency Level Descriptors (PLDs). The PLDs describe student knowledge, skills, and abilities across a continuum, identifying what ELs know and can do at early stages and at exit from each of three proficiency levels: Emerging, Expanding, and Bridging. These descriptors guide teachers as they provide ELs with targeted instruction in English language development as well as differentiated instruction in academic content areas:

- Emerging: Students at this level typically progress very quickly, learning to use English for immediate needs as well as to begin to understand and use academic vocabulary and other features of academic language.

7 http://www.cde.ca.gov/sp/el/er/documents/sbeoverviewpld.pdf
● **Expanding:** Students at this level are challenged to increase their English skills in more contexts, and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways appropriate to their age and grade level.

● **Bridging:** Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The “bridge” alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade level tasks in all content areas with varying degrees of scaffolding in order to develop both content knowledge and English.

It is our philosophy that ELs at all proficiency levels are capable of high-level thinking and can engage in complex, cognitively demanding social and academic activities requiring language as long as they are provided appropriate linguistic support. The extent of support needed varies depending on the familiarity and complexity of the task and topic, as well as on the student’s English language proficiency level.

Within the PLDs, three general levels of support are identified:

● **Overall Proficiency:** A general descriptor of ELs’ abilities at entry to, progress through, and exit from the level;

● **Early Stages:** Descriptors of abilities in English language that ELs have at the early stages of the level; and

● **Exit Stages:** Descriptors of abilities in English language students have at exit from the level.

The descriptors for early and exit stages of each proficiency level are detailed across:

● **Three Modes of Communication:**
  o Collaborative (engagement in dialogue with others);
  o Interpretive (comprehension and analysis of written and spoken texts); and
  o Productive (creation of oral presentations and written texts); and

● **Two dimensions of Knowledge of Language:**

  ● **Metalinguistic Awareness:** The extent of language awareness and self-monitoring students have at the level; and
  
  ● **Accuracy of Production:** The extent of accuracy in production ELs can be expected to exhibit at the level; English learners increase in accuracy of linguistic production as they develop proficiency in English. Accuracy may vary within a level depending on context, such as extent of cognitive demand or familiarity of a task.

English learners will continue to be re-evaluated annually using the CELDT/ELPAC assessment until such time as they have demonstrated that they are able to compete effectively with English-speaking peers in mainstream classrooms and are reclassified as fluent English proficient. Aspen Valley Prep sets a demanding reclassification target annually. The Site Director serves as the testing coordinator and meets periodically with teachers throughout the school year during grade level planning to discuss the progress...
of English learners toward mastery of the CA ELD standards. The testing coordinator will continue to
monitor students who are re-designated as RFEP during a period of two years to ensure that they are
able to keep up with their peers. CELDT/ELPAC testing is not required during the monitoring period.

6. **MONITORING AND EVALUATION OF PROGRAM EFFECTIVENESS**

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

- Adhering to School-adopted academic benchmarks by language proficiency level and years in
  program to determine adequate yearly progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on
  program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.
- Meeting annual measurable achievement objectives for ELs under NCLB.
- Feedback from the English Learner Advisory Committee.

**B. SOCIOECONOMICALLY DISADVANTAGED STUDENTS**

Our teachers and staff receive training on recognizing symptoms and behaviors indicative of a child’s
need for additional supports, including issues relating to hunger, extreme poverty, and individual
families’ challenges to meet their child’s needs. As noted at the beginning of Element 1, a significant
percentage of our students experience housing and/or food instability and other major challenges at
home. Our SST is responsible for identifying students and families who might need additional resources
or supports, including referrals to community service organizations. Our emphasis on a school
community and the responsibility we have to one another within that community extends to the parents
and families of our students as well.

Parents are able to drop-off their children starting at 8:00 a.m. and after-care is provided (pending
funding) until 6:00 p.m., both to best serve our students’ needs and accommodate working families. As
demonstrated by the success of countless schools in California and beyond serving students who are
socio-economically disadvantaged, income is not a determinate factor in a students’ ability to succeed
academically. If students that are socioeconomically disadvantaged also are academically low achieving
or struggle with learning differences or are identified as English Learners, we implement strategies
described in other sections of this petition.

**C. ACADEMICALLY HIGH-ACHIEVING STUDENTS**

Students who are academically high-achieving and/or identified as gifted benefit from differentiation
and instruction that is flexible enough to meet their specific needs. According to Carol Ann Tomlinson, a
recognized expert in the field of education for gifted students, “a class is not differentiated when all
students are doing the same thing and no adjustments are being made to the difficulty levels of the
assignments that are given.” (Tomlinson, 1995.) AVPA employs many of the strategies recommended by
Tomlinson and others for effective teaching in mixed-ability classrooms, such as:

- Providing alternative and/or extension activities for students who have already mastered the
  content being taught;
● Allowing gifted and high achieving students to work at an accelerated pace;
● Providing opportunities for students to work in flexible groups with other intellectual peers
● Creating graduated task rubrics and product criteria negotiated jointly by the student and teacher;
● Asking open-ended questions, both in the classroom and on homework assignments, that stimulate critical thinking;
● Incorporating a variety of the levels of thinking described in Bloom’s taxonomy – including the higher levels of analysis, evaluation, and synthesis – into lesson content and student work products;
● Opportunities for leadership roles and mentoring outside of the classroom.

As a result of program differentiation using the strategies just described, the unique learning needs of advanced learners are met within the regular classroom program.

Students are identified as academically high achieving through multiple measures including advanced performance on standardized assessments, progress monitoring assessments (NWEA/MAP), benchmarks and in the classroom, high achievement on classroom curriculum assessments, and teacher and parent input.

D. ACADEMICALLY LOW-ACHIEVING STUDENTS

Students are identified as low achieving by multiple measures, including state standardized assessments, in-house benchmarks (NWEA/MAP), or DIBELS scores for K-1 students, Fountas and Pinnell assessments, teacher observations, low achievement on curriculum assessments, parent input or Intervention Team recommendations. At-risk students are targeted for specific areas of growth by student goals. The teachers monitor progress using the multiple measures mentioned for students who are identified as academically low achieving that do not show progress after the first quarter review. Students are recommended to the Intervention Team where appropriate. Intervention Staff consult for additional interventions and supports, and determine next steps.

Targeted support for students who are academically low achieving may include:
● Early intervention in reading during ELA;
● Tutoring;
● Focused attention – prepared in consultation with the student and the parent/guardian, if needed in the context of the Student Success Team process, regarding specific strategies and supports;
● Individual contract with the student detailing clear and achievable responsibilities and benchmarks for the student to achieve;
● Other program modifications and supports as determined by the classroom teacher;
● More frequent parent-teacher communication and parent involvement;
● Access to technology at home and school for mastery of target areas of growth (i.e. Brain Pop, MobyMax-ELA/Math, Achieve 3000).

Classroom modifications also may be made to support academically low-achieving students, including using different materials (visual aids, manipulatives, audio materials), using different methods (reading written material aloud to student, guided note-taking, visual cues/modeling), differentiated pacing and assignments, environment changes, testing accommodations and more.
E. STUDENTS WITH DISABILITIES

Teachers implement a wide range of accommodations for students with disabilities. All teachers receive ongoing professional development regarding special education policies, strategies for working with students with disabilities, and classroom practices that support students with diverse learning styles and abilities. Among the topics that are discussed during professional development sessions are:

- Early identification and symptoms of disabilities
- Classroom accommodations for specific, observed behaviors
- What to do when a teacher or parent suspects a child may be disabled or have other challenges

Aspen Valley Prep complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, AVPA complies with Fresno Unified School District guidelines, and all California laws pertaining to special education students.

To the maximum extent appropriate, all students with disabilities are integrated into the programs of AVPA, with the necessary materials, services, and equipment to support their learning. Aspen Valley Prep ensures that any student with a disability is properly identified, assessed and provided with necessary services and supports. AVPA meets all the requirements mandated within a student’s Individual Education Plan (IEP). No assessment or evaluation is used for admission purposes. Parents are informed that special education and related services are provided at no cost to them. If a student enrolls with an existing IEP, AVPA will notify FUSD and/or the SELPA within 5 days. An IEP meeting will be convened within 30 days.

1. PLAN FOR STUDENTS WITH DISABILITIES

Aspen Valley Prep is an LEA member of the El Dorado SELPA, which provides cost-effective and consistent special education services. As its own LEA and member of a SELPA, Aspen Valley Prep works in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. Aspen Valley Prep complies with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, Aspen Valley Prep complies with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to it pertaining special education students.

Per federal law, all students with disabilities are fully integrated into the programs of AVPA, with the necessary materials, mandated services, and equipment to support their learning. AVPA meets all the requirements mandated within a student’s Individual Education Plan (IEP). Aspen Valley Prep includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

2. SEARCH AND SERVE

Upon the commencement of each school year, all students are evaluated as a means of general class placement. Students may be evaluated from already-available data (i.e. school tests, teacher
observations, grades, etc.) regarding the student’s progress or lack of progress within the general program. No assessment or evaluation is used for admission purposes. Through collaboration between the faculty, parents and school leaders, AVPA works to identify any students who do not currently have an IEP but may be in need of pre-referral interventions. The Intervention Team convenes weekly to review all referred students as well as student data across sub-groups, classrooms and more.

3. **ASSESSMENT**

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. The primary internal method for referral for assessment will be the Student Success Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing in a timely manner. Any AVPA professional may also directly refer a student for formal assessment to see if he or she has a disability. AVPA may additionally choose to refer a student for services assessment through the provisions of a Section 504 Plan, if appropriate.

All referrals are responded to in writing by AVPA within 15 days. AVPA notifies the District and/or SELPA of the assessment request within 5 days of receipt. After a student is referred for a special education assessment, AVPA provides the student’s parent or guardian with a proposed assessment plan, in writing, within 15 days of the referral. Parents are informed by the Site Director or Education Specialist that special education and related services are provided at no cost to them. The parent is given at least 15 days to provide written consent. The assessment is completed and an Individualized Education Program (IEP) meeting is held within 60 days of receipt of the parent’s written consent for assessment.

The Education Specialist is responsible for gathering all pertinent information and sharing such information all others involved in the assessment. Information gathered is used as tools to determine the student’s disability, eligibility for services, and determining the nature and extent of required services. If needed or requested, an interpreter is provided for the parent or guardian during the assessment. A teacher or staff member may serve as the interpreter, if fluent in the parent/guardian’s native language and with parent approval. The types of assessments that may be used for determining eligibility for specialized instruction and services will be selected by Aspen Valley Prep, in collaboration with any hired service providers, and are administered by a qualified psychologist and a nurse if applicable. Those assessments include, but are not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with SBE, CDE, or SELPA policies and procedures, AVPA follows the below assessment guidelines. If a conflict with any of the prior mentioned agencies policies and procedures exists, then SBE, CDE, or SELPA policies and procedures govern, and AVPA will revise these guidelines accordingly:

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
● The assessment will be conducted by a professional with knowledge of the suspected disability.
● Multiple assessments will be delivered by qualified professionals to measure the student’s strengths and needs;
● Assessments will be delivered without cultural, racial or gender bias;
● Assessment results will be delivered to the parent/guardian in their primary language, and an interpreter will be provided if needed;
● Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
● A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Once the assessment is completed, AVPA holds a meeting to review the results of the assessment and determine whether the student qualifies for special education by meeting the criteria for one of 13 disabling conditions. This meeting is the initial Individualized Education Program (“IEP”) meeting described in detail below, during which AVPA gives the student’s parent/guardian the opportunity to participate. AVPA is responsible for scheduling, coordinating and facilitating the IEP meeting.

If a student enrolls at AVPA with an existing IEP, an IEP meeting will be convened within 30 days to review the existing IEP, discuss the student’s present levels of performance and needs, and offer appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, if needed, AVPA works to implement the existing IEP or as otherwise agreed upon by the parent/guardian. Within 30 days of each school year beginning, AVPA forwards a complete list of all new IEPs to students’ home districts for reference, as required by law.

4. DEVELOPMENT, IMPLEMENTATION AND REVIEW OF IEP

Every student who is assessed by the school has an IEP that documents assessment results and eligibility determination for special education services. If a student is deemed eligible for services, AVPA is responsible for providing specialized services according to the student’s IEP.

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

Each student who has an IEP is assigned an IEP team that oversees the IEP development, implementation and progress of the student. The proposed IEP team at AVPA consists of the following individuals:

● Site Director
● Education Specialist
● School Psychologist
● School RN (as needed)
● Speech Therapist (as needed)
● The parent or guardian of the student for whom the IEP was developed;
● The student
● At least one classroom teacher who is familiar with the curriculum or progress appropriate to that student;
If the student was recently assessed, the individual who conducted the assessment

Others familiar with the student may be invited as needed. AVPA views the parent as a key stakeholder in these meetings and makes every effort to accommodate parents’ schedules and needs so that they will be able to participate effectively on the IEP team. AVPA provides an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. When necessary, a AVPA teacher or staff member, fluent in the parent’s native language, may serve as the interpreter with parent approval. If the parent(s) cannot attend the IEP meeting, AVPA ensures his/her participation using other methods, such as rescheduling the meeting, conferencing by telephone, conferencing via webcam, or meeting at the parent’s home. A copy of the IEP is given to the parent in accordance with state law; AVPA and SELPA policies, as applicable.

Upon the parent or guardian’s written consent, the IEP is implemented by AVPA. The IEP will include all required components.

The elements of the IEP will include:
- A statement of the student’s present levels of academic achievement and functional performance
- The rationale for placement decisions
- The services the student will receive and the means for delivering those services
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered
- Measurable annual goals and short-term objectives focusing on the student’s current level of performance
- A description of how the student’s progress will be measured and monitored
- An explanation of the extent, if any, to which the student will not participate in general education
- Any accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments
- Transition goals for work-related skills

IEP meetings are held according to the following schedule:
- Yearly to review the student’s progress and make any necessary changes
- Every three years to review the results of a mandatory comprehensive reevaluation of the student’s progress
- After the student has received a formal assessment or reassessment
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress
- When an Individual Transition Plan is (ITP) required at the appropriate age
- When a special education student has been suspended, especially if they demonstrate a pattern of misbehavior, to determine if changes to the IEP are required to address the misbehavior;
- Prior to the expulsion of a student with an IEP, to determine if the student’s misconduct was a manifestation of his/her disability
- If the parent/guardian, a VPA staff member, hired service providers, or the student has communicated a concern about the student’s progress

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

If a parent or faculty member feels the student’s educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, the IEP Team will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Parents are informed each trimester of the student’s progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP are an attachment to the general progress report. This serves to document the method by which the student’s progress toward achieving the annual goal is measured, the student’s progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

5. **SPECIAL EDUCATION STRATEGIES FOR INSTRUCTION AND SERVICES**

As detailed throughout this petition, AVPA employs a highly individualized model of instruction for all students, which benefit all students with learning challenges. AVPA utilizes a Response to Intervention (RTI) model, and complies with the federal mandate of the least restrictive environment (“LRE”). AVPA mainstreams all of its students as much as is appropriate according to each individual IEP. Each student’s IEP will require different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student’s needs and how these fit within the general educational program of the school.

The RTI program includes the three basic tiers:

- **Tier 1**: The first step, or tier, of intervention is the regular classroom setting. As teachers introduce instruction, students’ progress is monitored. The teacher can request a consult from any appropriate members of the Intervention Team to request guidance or ideas about Tier 1 strategies for supporting students in the least restrictive environment. Most students in this group will need additional help from time to time, and the teacher provides that guidance.

- **Tier 2**: Tier two of RTI targets students who do not show progress with regular instructional intervention. In tier two, students receive more individualized instruction and intervention. They may work in smaller groups to allow one-on-one and small group instruction. During this process, teachers carefully evaluate the students’ response to these interventions. Students who do well may be phased back into the regular classroom. Students who demonstrate the need for ongoing, intensive intervention will move into tier three.

- **Tier 3**: Tier three is an ongoing, long-term program of diagnostic and prescriptive teaching and could be thought of as special education. In this level, students receive individualized instruction for as long as is necessary for them to acquire the skills they need to progress in school.

Our RTI process is instructional from beginning to end. At no point is a child left to experience the frustration of failure while waiting until their test scores show a severe achievement discrepancy before they get help. They receive instruction that gradually increases in intensity and individualization as they show the need for it.

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AVPA employs a variety of strategies to ensure student success for our Special Education such as those detailed extensively in the previous sections, and all will be in accordance with their IEP.

AVPA also contracts with outside special education service providers depending on operational needs or specific requirements of the students’ IEPs. Some contracted services include nurses, speech therapists, psychologists, autism behavioral or occupational therapists, and counselors. AVPA reassesses its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

AVPA retains the option, based on operational evaluation and program needs, to employ a high quality Special Education service provider that could coordinate and facilitate some or all of the special education related services and instruction for our students. These types of special education service providers provide AVPA with the following staff:

- Credentialed special education teachers/Resource specialists
- School psychologists
- Occupational therapists
- Physical therapists
- Speech-language pathologists
- School nurses
- Vision therapist
- Interpreters for students who are deaf or hard of hearing
- Orientation and mobility aides for students who are blind or visually impaired

The chosen special education service provider could also be responsible for a number of areas including Assessments, Behavioral Support, Clinical Services, Compliance/Administration, Related Itinerant Services and Designated Instructional Services (DIS), and Special Education Instruction.

For every student who is eligible to receive special education instruction and related services, AVPA provides transportation as a related service if it is required to assist a child with a disability benefit from special education. As required for any special education program, transportation is provided to meet the criteria for a free, appropriate public education. As applicable, a student’s IEP will describe how special education transportation is coordinated with regular home-to-school transportation, and will set forth an individualized plan for meeting the transportation needs of the student receiving special education.

6. **Reporting**

AVPA, in collaboration with its service providers, collects and maintains the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Learners;
- The number of students provided with test modifications and the types and the number of students exempted from assessments;
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the
regular classroom;

- The number of students with disabilities suspended "in-school" and out of school, organized by
disability and length of suspensions; and
- The basis of exit from APS of students with disabilities (i.e., attainment of diploma and type,
declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting are the
responsibility of the Site Director (or his/her designee). AVPA, Inc.’s Executive Director ensures that a
central file with all special education evaluation material and IEP's is maintained and that this file is
locked and confidential, in accordance with IDEA guidelines. The Executive Director oversees access to
these records, and is responsible for ensuring that all providers responsible for the implementation of a
student's IEP have access to a copy of the IEP and are informed of their specific responsibilities in
implementing the IEP.

7. DUE PROCESS AND PROCEDURAL SAFEGUARDS

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

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

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

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

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

8. SECTION 504 OF THE REHABILITATION ACT

AVPA 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
discrimination under any program of AVPA. Any student, who has an objectively identified disability
which substantially limits a major life activity including but not limited to learning, is eligible for
accommodation by the school.

A 504 team will be assembled by the Site Director and shall include the Site Director (or his/her
designee), parent/guardian, the student if needed, a qualified faculty member, and other qualified
persons knowledgeable about the student, the meaning of the evaluation data, placement options, and
accommodations. The 504 team will review the student’s existing records; including academic, social
and behavioral records, and is responsible for making a determination as to whether an evaluation for
504 services is appropriate. If the student has already been evaluated under the 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 include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

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

The final determination of whether the student is eligible for accommodations under Section 504 must be made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team. If the student is found by the 504 team to be eligible for accommodations under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School’s professional staff.

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

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

XI. INDEPENDENT STUDY

To the extent independent study is provided, Aspen Valley Prep complies with state laws relating to independent study as set forth in Education Code § 47612.5 and applicable regulations. The governing board has adopted policies to implement independent study options provided to students.
ELEMENT B: MEASURABLE STUDENT OUTCOMES

"The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subdivision (a) of Section 52052subparagraph (B) of paragraph (3) of subdivision (a) of Section 47602. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” Ed. Code § 47605(bc)(5)(B).

Aspen Valley Prep will meet all statewide content and performance standards and targets. Ed. Code §§ 47605(d)(1), 60605. Aspen Valley Prep will comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula) and AB 484, and will continue to do as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

As a California charter school, Aspen Valley Prep assumes an increased level of accountability for all aspects of its programs and for achieving the goals described within the vision and mission of the school. It has adopted a comprehensive set of benchmarks for student and school outcomes that support the achievement of the school’s vision and mission, based on the state and common core standards, state priorities, and our definition of an educated person in the 21st Century and the school’s goals. On an annual basis, the school engages stakeholders to prepare the Local Control Accountability Plan Annual Update that details specific goals aligned with each of the state’s priorities, along with specific actions to realize each goal and fiscal allocations to support those efforts. Our LCAP goals, actions and measurements are included in Section VI of Element A, above.

Full implementation of the educational program and frequent monitoring of student and school outcomes ensures that Aspen Valley Prep is an academic success and is achieving all of its overarching goals.

The Site Director and faculty is accountable for the academic achievement and psychological well-being of students. The Site Director is ultimately responsible for meeting target goals, and is held accountable by the Academic Director, Executive Director and Board of Directors. The Site Director is accountable for meeting Adequate Yearly Progress as required by ESEA (or any similar new measures that may be established).

I. MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Students matriculate from Aspen Valley Prep with a range of knowledge, skills, and attitudes that embody the school’s definition of an Educated Person in the 21st Century. AVPA pursues the following student outcome goals, as measured by multiple and varied benchmark assessments that are aligned to state and federal standards (including CA CCSS) and reflect proficiency measures required by the new CAASPP assessments, as well as state priorities detailed in California Education Code § 52060(d).
Specifically, as detailed in Element A, Section VI:

- New state assessment measures will meet or exceed the established growth target(s).
- AVPA will meet Adequate Yearly Progress schoolwide and subgroup growth rates, as required by ESEA (or comparable measure defined by Congress in reauthorizing the ESEA).
- The CAASPP participation rate will be at least 95%.
- CAASPP ELA and Math, CAA and CAASPP achievement “Met/Exceeded” rates and annual growth rates will meet or exceed surrounding comparison schools, with a goal of 100% proficiency.

In addition:

- English Learners will progress at least one level on the CELDT/ELPAC each year.
- English Learner reclassification rates will meet or exceed the District’s reclassification rate.
- Special education students will demonstrate appropriate progress toward stated goals in their IEPs each year.
- AVPA will maintain at least 95% Average Daily Attendance.
- Suspension and expulsion rates will be lower than comparable surrounding schools in the District.
- Students will demonstrate a mastery of grade-level standards and designated outcome goals in the areas of English Language Arts, Mathematics, Science, Social Science/History.
- AVPA will close the “achievement gap,” with standardized test score data demonstrating a pattern of raised achievement over time for traditionally underserved students, including socio-economically disadvantaged, foster and homeless youth.
- Based on a school-designed rubric, students will demonstrate proficiency (based on teacher-designed rubrics) in knowing the 7 Habits and apply Leadership Skills inside and outside of the school environment.

These student outcomes are directly tied to the goal of providing students with a rigorous standards-based program while preparing them for a rigorous, college-preparatory high school.

II. SCHOOL OUTCOME GOALS WILL ALIGN WITH CALIFORNIA’S EIGHT STATE PRIORITIES

As illustrated in Element A, Section VI, align outcome goals and actions -- including allocation of resources -- with the eight state priorities. AVPA annually engages stakeholders in drafting its Local Control Accountability Plan in accordance with the California Education Code and county and district policies.

III. ADDITIONAL OUTCOMES

In addition to the specific academic achievement goals detailed above, additional goals include:

1. AVPA will realize a higher teacher retention rate and higher teacher attendance rate than the district average, and demonstrate high levels of teacher job satisfaction as evidenced by end-of-year surveys.
2. AVPA will demonstrate a high level of parent satisfaction -- 85% or higher -- based on annual surveys.
3. The Board of Directors will carry out its responsibilities with the utmost degree of good faith, honesty, integrity, loyalty and undivided service to the school as demonstrated by the actions of the Board and adherence to legal requirements.

4. Financial planning and annual budgets will reflect the appropriate allocation of resources to ensure achievement of the school’s vision and mission as demonstrated by balanced budgets that address the school’s priorities and successful external audits.

These goals and our progress toward goals communicated regularly with our entire school community.
ELEMENT C: METHODOLOGIES FOR MEASURING STUDENT OUTCOMES

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

Aspen Valley Prep administers a variety of meaningful assessments to document and analyze student academic progress over time (see Element B). Student achievement data gathered through internal and external assessments provide teachers the opportunity to modify classroom instruction in response to student outcomes and allow the school to modify its program to best address student needs.

Aspen Valley Prep complies with all regulations, reporting and processes associated with the state’s new Local Control Accountability Plans under the Local Control Funding Formula.

I. METHODS FOR MEASURING STUDENT ACADEMIC PROGRESS

To make certain that the school’s primary goal of increased academic achievement for all students is met, student achievement data obtained from standardized assessments is disaggregated annually to clearly identify the academic performance of students by sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities).

Additional internal assessments, such as teacher-created, publisher and online assessment tools, are analyzed individually by teachers and in collaborative groups during weekly planning in order to target student needs, identify program strengths and gaps, and to plan subsequent instruction. Throughout the year benchmark student achievement data is analyzed among the school faculty during pupil-free professional development days.

Our faculty uses a variety of assessments to measure individual students’ attainment of state content standards and the objectives of our curriculum. Students participate in several formal assessments each year, including the NWEA MAP diagnostic assessments. Official checklists and rubrics from the published curriculum programs and online resources play a major role in teachers’ determination of student achievement of standards mastery. More informal assessment techniques also play a major role including teacher observation, homework samples, written work, project-based rubrics and more.

As students become increasingly able to produce independent work samples such as journal entries, written reports, project work and presentations, these products are also evaluated by teachers. By the end of the third grade we expect that most students will Meet/Exceed standards in ELA and Math according to the school’s identified assessment measures. Ongoing assessment of daily work and formal evaluation using online assessments, scoring guides, tests and checklists provide the teacher, parent and student with feedback on student achievement and progress. As students progress into and through middle grades, student evaluation becomes more formal, including student-produced projects, final draft writing, science experiments and presentations of research. Portfolios and projects are used to assess student growth and to assist both the student and the teacher in identifying the next steps for
growth. Students are assessed in a summative manner on a weekly basis in the form of a quiz, test (both written and online), essay, research paper, presentation or project.

Specifically, use the following assessments:

- California Assessment of Student Performance and Progress (CAASPP)/California Alternative Assessment (CAA) and California Scient Test (CASTs) in Science for grades 5 and 8 (or new science tests as NGSS are implemented)
- NWEA MAPs benchmark assessments based on Common Core standards

II. DATA DRIVEN INSTRUCTION

Aspen Valley Prep will continue to utilize the comprehensive and customizable student information system (SIS) Illuminate to store student information such as registration, class schedules, attendance, demographics, emergency contacts and more. We will also continue to utilize Illuminate to collect, analyze, and communicate to parents and other stakeholders a variety of reports on student achievement, including school-wide and subgroup analyses. While the Site Director has primary responsibility for overseeing all student achievement data entry, analysis, reporting and reflection on data, all teachers receive intensive training on student achievement data and effective usage of Illuminate.

Aspen Valley Prep’s teachers and school leaders analyze student achievement data on a continuous basis in order to identify individual student needs, trends across groups of students or classes, and longitudinal growth over time. Grade levels are provided with common planning time that they use to examine data at least monthly. The Site Director monitors the progress of all subgroups (particularly language learners and special education students), and patterns of academic achievement that may indicate declining progress or inequitable outcomes among different sub groups. Any problematic data trends are directly addressed through meetings with individual teachers, and through the examination of policies or curriculum that may be contributing to declining achievement or inequities.

Data review also is used by school leaders to assess teacher efficacy in real-time, ensuring that teachers who are struggling to achieve intended outcomes in specific subject areas, or with specific students, receive targeted training, support and professional development to improve their teaching practice.

On an annual basis, internal data is compared to CAASPP and other state standardized test data to determine efficacy in predicting performance. Aspen Valley Prep also annually prepares and make public its Student Accountability Report Card (SARC).

Parents/guardians have real-time access to their child’s academic performance, attendance, discipline and other metrics via the Illuminate system. Teachers review individual student achievement data with parents during annual teacher-parent conferences and in writing during quarterly progress reports; parents receive test reporting by mail; the School Accountability Report Card (SARC) is available on the school website for review.

After enrollment, parents or guardians are asked to complete a survey to help AVPA better understand why families are exercising AVPA as a school choice option for their students. To fulfill WASC...
requirements. AVPA occasionally surveys students, parents, teachers and staff members on a variety of topics to provide feedback for planning and policy making.

III. PROGRESS REPORTS/GRADING

Teachers formally report student progress to parents three times each year using progress reports. Teachers conduct parent conferences once annually (fall) at the time progress reports are issued so that parents have regular opportunities to discuss their child’s progress personally with his or her teacher. For students that need additional support, an additional parent conference may be held in the spring. During the summer prior and into the first month of the school’s operation, the Site Director and teachers collaboratively review the instrument, policies and procedures that are used to report student progress. All instructional staff receive detailed training about the preparation of these reports during professional development sessions during summer and throughout the year.

Student achievement is evaluated against state standards and the school’s stated outcomes reflect student progress on a continuum toward mastery of the concepts and skills at each grade level. The progress reports include a score on a scale of 1-4 indicating the student’s level of mastery in each standard. The goal is for every student to prove mastery on each standard, indicated by a score of 3. If a student proves mastery above and beyond grade level, the student earns a 4 on that standard. In addition to a scale score on a continuum toward mastery, teachers include verbal narrative evaluations regarding the completeness, quality, and level of understanding of student work as well as descriptions of attitudes and behaviors at school during parent teacher conferences.

At parent-teacher conferences, parents/guardians review the progress of their child, sharing and discussing test scores, projects, schoolwork, and areas for improvement. At these meetings, home and school strategies are discussed so that the student has the best chance of continuously improving his/her performance.
ELEMENT D: GOVERNANCE STRUCTURE

"The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement." Ed. Code § 47605(bc)(5)(D).

I. NON-PROFIT PUBLIC BENEFIT CORPORATION

Aspen Valley Preparatory Academy is a direct-funded independent charter school operated by Valley Preparatory Academy, Inc. (Board) a California non-profit public benefit corporation with designation as a 501(c)(3) by the IRS. In accordance with California’s Charter Schools Act, the Nonprofit Public Benefit Corporation Law, the corporation’s Bylaws and the terms of this charter. The Charter School shall comply with the Brown Act and the Public Records Act. Copies of AVPA, Inc.’s Articles of Incorporation and Bylaws are submitted as separate documents with this Petition submission as instructed.

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

II. GOVERNANCE STRUCTURE

A. MAJOR ROLES AND RESPONSIBILITIES

1. BOARD OF DIRECTORS

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

- Hire, supervise, evaluate, discipline, and dismiss the Executive Director and Academic Director of AVPA, and Site Director
- Approve contractual agreements in excess of $2000.00
- Approve and monitor the implementation of general policies including effective human resource policies for career growth and compensation of the staff
- Approve and monitor the annual budget, budget revisions, and monthly cash flow statements
- Approve and monitor annual budget and budget revisions
- Act as a fiscal agent, including but is not limited to the receipt of funds for the operation of the Aspen Valley Prep in accordance with applicable laws and the receipt of grants and donations consistent with Valley Prep’s mission
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices
- Establish operational committees as needed
- Execute all applicable responsibilities provided for in the California Corporations Code
- Engage in ongoing strategic planning
- Approve the school calendar and schedule of Board meetings
- Recruit and appoint new Board members and provide orientation training
● Evaluate school effectiveness by monitoring student performance on the basis of measurable outcomes
● Ensure that the School Academic Report Card (SARC) and Local Control and Accountability Plan (LCAP) are prepared annually
● Approve out of state or overnight field trips
● Participate in the dispute resolution procedure and complaint procedures when necessary
● Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration
● Approve annual independent fiscal audit and performance report
● Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions

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

2. **EXECUTIVE DIRECTOR**

The Executive Director serves as the operational and educational leader and chief executive officer of Aspen Valley Prep, Inc. The Executive Director is responsible for the direction of the Charter School and of Aspen Valley Prep, Inc., relationships with stakeholders (e.g. community members, parents, students, staff, donors, District oversight office, etc.) and leadership of the organization’s development efforts.

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

● Ensure Aspen Valley Prep enacts its mission
● Guide Aspen Valley Prep toward the fulfillment of its vision and future goals
● Communicate with and report to the Board of Directors
● Oversee the recommendations of employee hiring, promotion, discipline, and/or dismissal
● Oversee operational systems such as student records, teacher records, teacher credentialing, contemporaneous attendance logs, purchasing, budgets, and timetables
● Promote Aspen Valley Prep in the community, encourage positive public relations, and interact effectively with media
● Take an active role in fundraising and grant writing
● Ensure compliance with all applicable state and federal laws
● Attend District administrative meetings as requested by the District and maintain contact with the District as needed
● Present the independent fiscal audit to the Board of Directors, and, after review by the Board of Directors, present audit to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education.
The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors to another appropriate employee or third party provider.

3. Academic Director

The Academic Director provides leadership and support in implementing the educational vision, philosophy, goals, objectives and course of study. Responsibilities include:

- Planning, directing, implementing and evaluating the instructional program of the schools
- Oversight and planning of professional development for teachers and staff
- Monitoring the schools' instructional accountability, including collecting, analyzing, and reporting school and student performance data to develop school priorities and to drive decision-making
- Ensuring that appropriate evaluation techniques are used for both students and staff
- Student discipline, and as necessary participate in the suspension and expulsion process

4. Site Director

The Site Director is the leader of the school site. He/She ensures that the curriculum is implemented in order to maximize student learning experiences and be responsible for the orderly day-to-day operations of the School and the supervision of all employees at the school site. Responsibilities include, but are not limited to, the following:

- Manage and/or oversee all daily school operations, including student admissions and discipline, facilities, food services, front office, school scheduling, etc.
- Recruit, hire, train, coach, evaluate and if needed, discipline or terminate all teachers and staff
- Ensure that appropriate evaluation techniques are used for both students and staff
- Develop, support, guide, and evaluate teachers, counselors, and other personnel to ensure the academic achievement of all student subgroups and targeted student populations
- Provide instructional support by building the capacity of teachers in implementing effective strategies to teach all student subgroups and targeted populations, including English Learners, foster youth, low income students, gifted and talented students, and students with disabilities
- Prepare the annual Local Control Accountability Plan
- Oversee school wide testing
- Prepare the school’s master schedule and summer school schedule
- Assist the Executive Director in meeting state and federal mandates and to ensure instructional monitoring and compliance needs
- Take responsible steps to secure full and regular attendance of students enrolled in accordance with policies established by the Board of Directors
- Oversee student discipline, and as necessary participate in the suspension and expulsion process
- Promote school in the community
- Oversee student services, extracurricular activities, and all school athletics
- Organize, assist, and implement the school’s safety plan and ensure compliance with mandated child abuse reporting
- Manage the school physical plant

A detailed Organizational Chart is included in Appendix E.

III. Governing Board Composition and Member Selection
Aspen Valley Prep is governed by the VPA, Inc. Board of Directors ("Board" or "Board of Directors") in accordance with the Board’s adopted corporate bylaws, which shall be consistent with the terms of this charter.

The Board of Directors is composed of three (3) to seven (7) directors, as set by resolution of the Board. No employees of AVPA, AMPS, or VPA, Inc. serve on the Board. All directors are designated at the corporation’s annual meeting. Each director holds office, unless otherwise removed from office in accordance with the bylaws, for two (2) years and until a successor director has been elected as required by the position as described below. Board members may serve consecutive terms on mutual agreement of the Director and the Board.

The current AVPA, Inc. Board is composed of the following members:

**John Grice**, Principal at John Grice Consulting, Board President, international businessman with extensive experience with project management and sales

**Stephen Paul**, Sales Manager at Homegrown Organic Farms, Board Treasurer, experienced in agribusiness and business development

**Carrie Zulewski**, Fundraising Consultant at Z Fundraising Advisors, Board Secretary, entrepreneur, fundraiser, community activist, education advocate

**MaryJane Fitzpatrick**, Recreation manager of the Parks, Recreation and Community Services Department (retired), experienced organizational management, fundraising and healthy activities for children

**Deborah Torres**, Chief Development Officer, Fresno Rescue Mission, experienced in non-profit and project management, service to at-risk populations, and fundraising

**Megan Rafferty**, Outreach Consultant, Education Results, experienced in charter school policy, research and advocacy at the national level; expertise in special education and charter school governance

**Sergeant Diana M. Trueba**, Central Policing District Investigations Supervisor, Fresno Police Department, 16 years experience with Fresno PD, expert in community needs and services.

Board Member resumes are attached in Appendix C, as required.

The existing Board of Directors designates all other directors. Any member of the community may refer a potential candidate to the Board, which will evaluate prospective candidates to determine whether or not they fit the stated needs of the Board recruitment strategy. Although the Board strives for unanimous support for new Board Members, per the Bylaws, a simple majority is all that is needed to designate a Director.

Although not required, the Board strives to create an odd number of Directors for voting purposes. In accordance with its Bylaws, the Board appoints new members upon the resignation or removal of any director, or any change in the stated number of Board members (e.g., expanding the size of the Board to increase fundraising capacity).

In accordance with Education Code Section 47604(cb), the District may appoint a representative to sit on the Board. If the District chooses to do so, the Board may choose to appoint an additional member to ensure that the Board is maintained with an odd number of directors. As indicated in applicable governance documents, VPA, Inc. complies with conflict of interest laws related to public entities including Govt. Code 1090 and the Political Reform Act.
In recognition of the need for diverse voices and expertise on the Board, there is a consistent attempt to recruit Board members to ensure sound oversight of the fiscal, operational, and instructional practices of the school, including individuals with experience in business management, law, finance, education, governance, administration, facilities, and community relations.

Threshold screening criteria for all prospective members of the Board demonstrates understanding of the mission and vision of VPA, Inc. and a strong commitment to serving the school’s students. Other relevant criteria for Board selection include a demonstrated ability to act in a leadership capacity and a commitment to diligently fulfilling all Board responsibilities, including a willingness to routinely attend Board meetings and participate actively in oversight of the school. New Board members go through an initial orientation to their responsibilities as Board members and effective charter school oversight.

The Board seeks appropriate training and other resources for continuous improvement of performance, both as a full Board and individually. Such training includes full-Board training sessions with experts familiar with charter school governance, finance, and more.

IV. Governance Procedures and Operations

The Board of Directors meets monthly (except during the summer) and in accordance with the Brown Act, as it may be amended from time to time. Additional meetings are called as necessary and comply with all of the provisions of the Brown Act. At an annual meeting, the Board sets the calendar for upcoming Board meetings for the year and publishes the schedule on its charter schools’ websites. Agendas for regular meetings are published in advance and distributed to each member of the Board of Directors and are physically posted at the school’s entrance and office, and posted on the school website, for public viewing at least 72 hours in advance of regular meetings. Agendas for special meetings are posted in the same manner at least 24 hours before the meeting.

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

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report (if any), and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing
- Specify the entity designated
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation
- Require an affirmative vote of a majority of Board members

Decisions of the Board are by majority vote. As consistent with the requirements of the California Corporations Code (Section 5211(a)(8)), an act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. In accordance with the Brown Act, directors may participate in meetings via teleconference, so long as a minimum of a quorum of
directors participates within the jurisdictional boundaries, that all votes are taken by roll call, and other prescribed requirements for teleconference participation are met, as detailed in the Bylaws.

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

Contracted services shall be chosen, negotiated, monitored, audited and evaluated by the Board, to ensure the following:

- the reasonableness of the terms of the contract with costs reflecting a fair market value of services provided
- fidelity to the charter
- the academic success as measured by federal and state performance standards and the methods of measurement described herein
- the fiscally sound condition of the School

The School contracts with a business services provider with expertise in supporting charter schools for back-office support with payroll, budgeting, and financial reporting compliance, and is guided by the above principles in doing so.

V. PARENT/GUARDIAN INVOLVEMENT

Family participation plays a vital role in the effectiveness and quality of our program. Parents are encouraged to contribute volunteer time and to be part of the Parent Lighthouse Team. The Site Director shall maintain a comprehensive list of volunteer opportunities including but not limited to the following:

- Assisting in the classroom
- Playground supervision before and after school and during recess
- Parent Lighthouse Team membership
- Lighthouse Team leadership
- Assisting during festivals
- Assisting in an enrichment class
- Hospitality (hosting a visiting teacher candidate or speaker)
- Service as “Class Parent”
- Service on the Board of Directors
- Coordinating and chaperoning field trips
- Coordinating sets and costumes, and helping with rehearsals, for annual class plays
- Assisting with fundraisers
- Assisting in the office

No child will be expelled from school or unable to participate in any school activities due to the failure of his or her parent or legal guardian participation.
In addition, Aspen Valley Prep strives to ensure frequent and comprehensive home-school communications and uses a variety of means to communicate effectively with parents, including, but not limited to: Website, Facebook, Twitter, Newsletter, School Messenger (phone calls), monthly breakfast meetings with the Executive Director and many other opportunities to connect including family nights and parent training.
ELEMENT E: EMPLOYEE QUALIFICATIONS

"The qualifications to be met by individuals to be employed by the charter school." Ed. Code § 47605(c)(5)(E).

All employees shall be employees of Valley Preparatory Academy, Inc., an equal employment opportunity employer. Unlawful discrimination or harassment on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military or veteran status or any other characteristic protected by state or federal law is strictly prohibited.

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

Aspen Valley Prep is a school of choice, and no employee will be forced to work at Aspen Valley Prep or any other school operated by Valley Preparatory Academy, Inc.

VPA, Inc. complies with all applicable state and federal laws regarding background checks and clearance of all personnel, and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. School teachers and all paraprofessionals meet the requirements for employment of California Education Code § 47605(I) and the applicable provisions of ESEA. VPA, Inc. ensures that all core, college prep teachers hold a Commission on Teacher Credentialing certificate, permit or other document that a teacher in other public schools would be required to hold. The School actively recruits credentialed teachers to minimize the use of teachers holding emergency credentials.

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

I. CMO LEAD STAFF

A. VPA, INC. EXECUTIVE DIRECTOR

The Executive Director is the Chief Executive Officer (CEO) of Valley Preparatory Academy, Inc. She/he is responsible for the effective operation of the Aspen Valley Prep, and the general administration of all instructional, business, or other operations of the schools. She/he administers and supervises the school employees, leads development of educational program improvement, fosters a culture of positive, engaged learners, and serves as a strong advocate for the school’s core values—including developmental philosophy and parental involvement.

She/he works closely with the Academic Director to plan and design innovative curriculum, and design and implement teacher training for effective curriculum implementation. She/he ensures that the school
program provides all students with core academics (i.e. reading and writing, math, social studies and science) and that students receive academic enrichment, including arts, music, and PE. She/he also works collaboratively with both CMO and school site staff, and the Board of Directors, to provide consistent and effective school leadership.

Summary of Essential Functions
The Executive Director is responsible for overseeing and supporting a high performing schools and building a world class organization. He or she is the primary liaison with other school leaders and governing board members, the Board of Directors, governmental agencies, legislators and the public. The Executive Director is expected to build partnerships locally and with national organizations that are committed to high-quality charter school authorizing.

The Executive Director is responsible for the overall planning, coordinating, and supervising of the Charter School operations, including its process for authorizing new charter schools and managing existing contracts. Much of this work is accomplished through establishing and maintaining high-quality, transparent systems of accountability.

The Executive Director sets strategic direction for the organization. The Executive Director works closely with and is accountable to the Board of Directors for ensuring efficient and productive Board meetings as well as carrying out the organization’s mission and achieving its goals. The Executive Director oversees all central office staff and the Academic Director, who in turn supervises the Site Directors.

Performance Responsibilities
The Executive Director is responsible for:

- Meeting all goals and objectives established with the Board of Directors.
- Providing regular and accurate reports on progress, issues and recommendations to the Board.
- Performance management of schools.
- Staffing decisions for organization, including both schools.
- Developing an annual budget and maintaining the organization’s fiscal health.
- Promoting and maintaining a positive climate by ensuring that all interactions with staff, schools, agencies and the public are prompt and courteous.
- Establishing and maintaining professional and cooperative working relationships with all stakeholders and partners.
- Encouraging innovative education decisions through the organization.
- Providing technical guidance and assistance to schools.
- Maintaining a high-functioning organization.
- Overseeing compliance with state and federal laws.
- Supervision of Central Office Administrative Team
- Oversee strategic planning process

Qualifications:

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

B. **ACADEMIC DIRECTOR**

The Academic Director is an inspiring leader and communicator with substantial educational experience in charter, public, or private school settings. Reporting to the Executive Director, the Academic Director is responsible for development, alignment, and academic excellence of K-12 instructional programs. The Academic Director supervises and supports the Site Directors and oversees curriculum. In addition, some instructional support staff will report directly to the Academic Director. The Academic Director provides leadership, vision, and strategic direction for curriculum, instruction, assessment, and school improvement initiatives overseeing professional development. The ideal candidate will have a proven track record of attaining exemplary academic results.

**Responsibilities**

**Leadership**

- Develop and lead Site Directors and academic teams in their roles as instructional leaders
- Assist the Executive Director in the implementation of the Strategic Plan, with a focus on student success and academic excellence
- Implement the school’s educational design, including standards, assessments, instructional guidelines, ability grouping, and school culture
- Participate in professional conferences, community outreach, and regional, state, and national educational organizations to stay current with relevant academic developments and to establish Flagstaff as an academic leader

**Student Success**

- Evaluate program effectiveness and acquire appropriate program resources to ensure that curricula are student focused and aligned with the school’s missions, core values, academic standards, and strategic goals
- Ensure that curricula align with and exceed national and state standards and help create curricula that allow for efficient and effective pacing, sequencing, and lesson planning
- Create school-wide continuity in the academic sequence and unify school culture
- Professional Environment & Culture
- Empower Site Directors and school leaders to take ownership and be accountable.
- Focus on teacher development and establish an effective annual teacher evaluation plan.
- Assist Executive Director to increase job satisfaction and retain exceptional educators.

**Qualifications:**
I. **INSTRUCTIONAL STAFF**

A. **SITE DIRECTOR**

**Responsibilities and Duties:**

**Student Achievement**
- Lead and oversee the school’s instructional program
- Analyze data with other teachers regularly to maximize student performance
- Ensure that every student shows achievement gains and that the school meets performance goals
- Teacher development and evaluation
- Plan appropriate professional development for all teachers
- Formally supervise, observe, and evaluate all school staff

**School Leadership**
- Model school values and set the standard for professional behavior by modeling the 7 Habits
- Supervise the teachers and staff
- Create a data-centered and leadership-oriented school culture
- Cultivate positive relationships with parents and the local community
- Interview and select teachers as part of the hiring team
- Communicate regularly with teachers, parents, and students both informally and through weekly staff and parent memos
- Ensure that the school runs smoothly, efficiently, and on budget

**Skills and Characteristics**
- Very strong classroom management and discipline skills
● Excellent communication skills, especially with students and parents
● Extremely high standards for student leadership and achievement
● Relentlessness - doing whatever it takes to ensure success
● Team player
● Willingness to aggressively seek administrative certification
● Belief in the AVPA, Inc. mission and educational model
● Maturity, humility, strong work ethic, sense of humor, and “get it done” attitude
● Proven track record of instructional leadership and academic excellence, including English Learners and those with special needs
● Ability to work with students and staff and to motivate and engage them in a positive way
● Ability to demonstrate leadership and project management skills needed to facilitate a group or project

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

B. TEACHERS

Responsibilities and Duties
● To provide each student with a caring, stimulating, learning environment that will cultivate emotional intelligence and enable each child to reach his/her fullest academic potential.
● Design, deliver instructional lessons to meet curriculum requirements adopted by the California State Board of Education
● Provide planned learning experiences that motivate students, utilize best practices, are inclusive of parent participation, adhere to Aspen Valley Prep’s educational model, and are developmentally appropriate
● Develop current lesson plans (daily and/or weekly) and instructional materials that provide individualized and small group instruction in order to adapt the curriculum to the needs of each pupil
● Select and utilize appropriate instructional materials, aids, and supplies that assist in the
development of innovative, well-organized units of study

- Identify, record, reflect on student needs and cooperate with the professional learning community to assess, plan, monitor, and implement methods to solve student health, attitude, and learning issues
- Work collaboratively with parents to design, deliver, manage learning experiences for all learners
- Establish and maintain high standards of student behavior needed to achieve optimal learning atmosphere in the classroom
- Provide a functional and attractive environment in the classroom conducive for learning and aligned to the curriculum
- Adhere to Aspen Valley Prep’s Restorative Justice policy, and social/emotional learning policy
- Plan and coordinate the work of aides, teacher assistants, parents, and other paraprofessionals as appropriate
- Participate cooperatively in the system of evaluation as stated in the charter’s guidelines.
- Administer assessments in a variety of forms (formative, summative, standardized, etc.) in accordance with the charter’s testing programs
- Evaluate students’ academic and social growth, keep appropriate records, prepare student reports and communicate with parents regarding their child’s progress
- Communicate with parents, administration, colleagues in a timely, consistent manner
- Actively participate in a professional learning community
- Perform basic attendance accounting and business services as required in an accurate and timely manner
- Supervise students in out-of-classroom activities during the assigned working day.
  Share in the sponsorship of student activities and participate in faculty committees as agreed upon
- Attend all teacher in-service education
- Maintain professional competence through participation in additional in-service activities and other learning opportunities and/or self-selected professional growth activities

Qualifications:

- Bachelor’s degree
- Valid Teaching Credential
- Committed to the school philosophy, vision, and mission
- Teaching experience at the K-8 level preferred

C. INTERVENTION SPECIALISTS

As discussed in Element 1, Aspen Valley Prep employs Intervention Specialists to administer the academic intervention programs and to assist with IEPs.

Responsibilities and Duties:

- Raise student achievement of special education students and students with educational gaps
- Work in conjunction with the Site Director to facilitate the development, refinement, and implementation of accommodations and modifications to curriculum and related assessments to meet the academic needs of students eligible for special education services, as well as students demonstrating academic gaps
- Serve as an instructional resource for directors and teachers, for school initiatives and programs
● Plan, promote, and provide professional development that will improve instructional skills to include accommodations and modifications and state assessment decisions and underserved students with academic gaps, including training teachers on the use of interventions and analyzing student data to identify strengths and needs
● Regularly visit classrooms and model effective differentiated instructional strategies and lessons for teachers
● Assist in the process for the selection of instructional materials, visual media, and instructional software
● Participate in the evaluation of programs and instructional strategies
● Perform other duties as assigned

Qualifications:
● Bachelor’s Degree; Master’s Degree Preferred
● Special Education and Teacher Certification
● Two or more years’ classroom experience in an urban setting teaching special education preferred
● Professional development presentation experienced preferred
● Prior training in curriculum development and proficiency in content-area curriculum and instructional strategies preferred
● Demonstrated ability to work collaboratively and successfully
● Embody and understand the 7 Habits, and how they relate to the execution of his/her duties

D. AIDES/PARAPROFESSIONALS

Aspen Valley Prep employs non-certificated instructional support staff in the form of instructional aides and instructors of enrichment/non-core subjects. These staff members have an appropriate mix of subject matter expertise, professional experience, or demonstrated capacity to work successfully in the designated capacity. They do not assign grades or approve student work assignments without the approval of a teacher.

Responsibilities and Duties:
Instructional or Student Service:
● Supervise children in all indoor and outdoor activities ensuring a safe environment, especially during transitions and bathroom breaks
● Monitor the school’s entryway, greeting parents and visitors to the school and maintaining school safety
● Supervise children during breakfast, lunch and snack time, encouraging good eating habits are developed
● Assist in teaching children to become responsible for their decisions and actions.
● Guide children’s behaviors in a positive way that teaches self-respect along with respect for others and the community around them
● Encourage children to interact positively with other children and people around them
● Provide a wide variety of age appropriate activities that offers physical and emotional growth
● Prepare instructional materials needed to implement the daily activity plans with the classroom teacher
● Maintain open lines of communication with the classroom teacher and team to ensure individual needs of all children are met
● Prepare and distribute healthy snacks as necessary for children
● Lead the classroom if teacher is running late or requested a substitute
● Help and supervise during any field trip and school-related activities

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

III. NON-INSTRUCTIONAL STAFF

A. OFFICE MANAGER

Responsibilities and Duties:
Non-Instructional Operations
● Efficiently implement all daily, non-instructional operations
● Supervise school operations staff including front office reception, food service, and maintenance
● Ensure all policies, logistical procedures, handbooks, and programs address the safety of students and staff
● Oversee distributions of all necessary student/family packets and other communications in coordination with Site Director
● Implement efficient operational systems and office procedures
● Manage food service personnel, vendors, food program documentation, compliance, reimbursement, payment system, safety, and quality controls
● Manage vendor relationship with transportation services
● Assist with logistics of student clubs, orientations, information nights, and other events

Facilities Operations
● Coordinate facilities projects and requests (e.g. space allocations and renovations, room changes, furniture orders)
● Develop facility maintenance plans and schedules
● Manage maintenance, janitorial, and pest control services
● Assist procurement and construction of new facilities, if applicable

School Operations
● Oversee student record keeping, student information, and attendance reporting
● Assist with student application process, lottery, and enrollment and ensure that procedures are compliant
● Oversee and assist with student supervision including arrival / dismissal, lunch, and break
● Coordinate all special student events such as field trips, in-school fundraising, and assemblies
● Oversee school risk management including health, safety, emergency plans, and student insurance

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

B. ADMINISTRATIVE SUPPORT

Provide office support for all directors related to implementing their duties, including:
● Perform basic accounting and payroll, communications, office supervision, attendance tracking, clerical duties, and the operation of office equipment
● Perform clerical and administrative procedures for daily school operations
● Prepare correspondence, forms, reports, memoranda, and student attendance and enrollment data in an accurate and timely manner
● Assure that student data, permission slips, and other required paperwork are kept current for each student as needed
● Prepare and mail correspondence to students’ parents
● Answer high volume of calls, return general voicemails or emails
● Contacting parents regarding absences, missing assignments, teacher concerns or student illness
● Implementing systems to support the work of teachers and administrative staff
● Independently, or in accordance with administrative instructions, developing school communications in English and Spanish based on a thorough knowledge of school policies, programs and systems
● Translating for parent meetings and school events
● Preparing and maintaining a variety of student, personnel and school records
● Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine and scanners with speed and accuracy
● Assisting in the coordination of special events
● Place orders for office and classroom supplies
● Collect necessary paperwork and assist in the full enrollment of a new student
● Assist the Site Director and members of the administrative team, as directed

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

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, which shall include the safety topics listed in sub paragraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” (Ed. Code § 47605(c)(5)(F).

“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 with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(5)(F).

Aspen Valley Prep has developed a Safe School Plan and will continue to comply with all applicable laws and policies applicable to public charter schools. The AVPA Safe School Plan outlines safety procedures for fire, earthquake, and harmful intruders (lockdown drills). All staff is trained on emergency and first aid response according to state standards and training programs.

In order to provide safety for all students and staff, AVPA, Inc has adopted and implements full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts.

The health and safety of staff and students is the highest priority for the school. AVPA, Inc. has adopted comprehensive, site-specific Health and Safety Policies and Emergency Policies and Procedures (collectively, Policies and Procedures), including policies regarding the acquisition and maintenance of adequate onsite emergency supplies. Pursuant to Assembly Bill 806, AVPA shall develop its comprehensive school safety plan pursuant to the requirements of AB 806 and the relevant Education Code requirements, including Education Code Section 32282, and shall review and update the plan annually by March 1.

Those Policies and Procedures are in place and AVPA trains all staff at least once annually in these Policies and Procedures. Emergency response drills are held regularly for all students and staff. VPA, Inc. periodically reviews, and modifies as necessary, its Health and Safety Policies and Emergency Policies and Procedures, and keeps these documents readily available at the school site for use and review upon request.

The Health and Safety Policy address the following areas, at a minimum:

- Child Abuse Reporting
- Child predators (gates, walls, child pick-up and drop-off, etc.)
- Sexual/Other Harassment Reporting
- Asbestos management
- ADA adherence
- Food service safety
- Blood borne pathogens
- Pest management
- FERPA
- Immunizations
- TB Testing
- Medication in school
- Vision, hearing, and scoliosis screening, per code
- Student Illness & Injury Policies

Emergency Policies and Procedures address the following areas, at a minimum:
- Earthquake
- Fire
- Terror threats
- Hostage situations
- School lock-down procedures
- Evacuation plans
- Safety drills
- Annual testing of sprinkler systems, fire extinguishers, and fire alarms

PROCEEDURES FOR BACKGROUND CHECKS
All employees and all volunteers performing services that are not under the direct supervision of an employee, and any onsite independent contractors or vendors having unsupervised contact with students are required to submit to criminal background checks and fingerprinting in accordance with Education Code sections 44237 and 45125.1 state law. All non-credentialed applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code sections 44830.1 and 45122.1. Volunteers who will be outside the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering on campus. The Executive Director Site Director shall monitor compliance with this policy; for school site personnel and volunteers, the Executive Director shall monitor compliance for central office staff the Board President shall monitor fingerprinting and background clearance of Executive Director and make quarterly reports to the Board. Aspen Valley Prep maintains on file and available for inspection evidence that VPA, Inc. 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. VPA, Inc. shall also ensure that the Site Director receives subsequent notifications of all individuals subject to background checks from the Department of Justice to ensure the ongoing safety of its students.

FACILITIES COMPLIANCE WITH STATE AND LOCAL BUILDING CODES
AVPA shall comply with Education Code section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code section 32001 and in conjunction with the FUSD (if at District facilities).

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct. Nov. 10 2021
FACILITIES COMPLIANCE WITH FEDERAL REQUIREMENTS, INCLUDING THE AMERICANS WITH DISABILITIES ACT

AVPA shall comply with all federal requirements for public charter school facilities, including applicable provisions of the Americans with Disabilities Act.

SCHOOL SAFETY PLAN

The following is a summary of the Health and Safety Policies and Procedures of AVPA. AVPA may implement temporary instructional or operational changes as necessary to respond to emergencies (including but not limited to fire, flood, earthquake, actual or threatened war or terrorism, civil disorder, epidemics or health outbreaks) and/or to comply with applicable federal, state, and local orders. These changes shall not require a material revision.

ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

In accordance with state law, all teachers and staff are mandated to report any suspected child abuse and will follow all applicable reporting laws. The procedure for the mandated individual is to immediately make a call to the Department of Children and Family Services. The mandated reporter then files a report within 36 hours of first becoming aware of a suspected case of child abuse. The report is with either the Police Department Child Abuse Unit or the Department of Children and Family services. The mandated individual will meet with the appropriate authorities accordingly and inform the administrator that a report has been made. Staff members receive in-service training in accordance with Education Code section 44691 and sign a document verifying notification and understanding regarding this responsibility.

BLOOD-BORNE PATHOGENS

Aspen Valley Prep meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. It has a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). Whenever exposed to blood or other body fluids through injury or accident, students, and staff follow the latest medical protocol for disinfecting procedures.

TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

TB-TESTING

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code section 49406. AVPA shall maintain TB clearance records and certificates on file. Faculty and staff are assessed or examined for tuberculosis (“TB”) prior to commencing employment and working with students, in the manner required by Education Code Section 49406, as amended.

IMMUNIZATIONS

AVPA will adhere to all laws related to legally required immunizations for entering students as is required of public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California Code of Regulations section 6000-6075. All rising 7th grade students must be immunized with a pertussis vaccine.
(whooping cough) vaccine booster. AVPA will also monitor and comply with all federal and state or District mandates regarding COVID vaccines. Valley Prep adheres to all law related to legally required immunizations for entering students pursuant to Health and Safety Code §120325-120375, and Title 17, California Code of Regulations §6000-6075.

**MEDICATION IN SCHOOL**
AVPA will adhere to Education Code section 49423 regarding administration of medication in school. AVPA will adhere to Education Code section 49414 regarding epinephrine auto-injectors and training for staff members. Students requiring prescription medications and other medicines during school hours are accommodated. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents complete the appropriate form authorizing school staff to administer medication. Designated staff put medications in a locked cabinet or refrigerate as needed for medications requiring refrigeration. Designated staff log times for administering medications for each student and establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff provide parents with one week’s notice to alert them that additional medications are needed.

**AUXILIARY SERVICES**
School staff conduct annual reviews to ensure all auxiliary services are safe by developing appropriate policies and awareness training.

**VISION/Hearing/Scoliosis**
Aspen Valley Prep adheres to Education Code §49450, et seq, to provide screening of students’ vision and hearing and for scoliosis to the same extent required of non-charter public schools, as applicable to the grade levels served by AVPA, grades 9-12.

**SUICIDE PREVENTION POLICY**
AVPA shall maintain a policy on student suicide prevention in accordance with Education Code section 215 and review the policy at least once every five years.

**EMERGENCY PREPAREDNESS**
Aspen Valley Prep adheres to its Emergency Preparedness Handbook containing procedures for safety, drafted specifically to the needs of the school site. This handbook includes but is not limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. All staff members receive detailed annual training on emergency procedures. The handbook shall be kept on file for review.

Staff shall receive training in emergency response, including appropriate “first responder” training or its equivalent.

**Fire Drills**
Fire drills are held at least twice a semester. Office personnel maintain a record of fire drills held and total required time for complete evacuation. When the fire drill signal sounds, teachers lead the students in their room along the route indicated on the evacuation map posted for that purpose. Before leaving the room, teachers close all windows and doors have their class attendance roster with them.
Students who are not in a classroom at the time the fire drill signal is given attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Once at the designated evacuation site, teachers and other staff ensure that all students find their respective teachers. Teachers take roll to ensure that all students are accounted for. The names of any missing students are given to the office personnel, and administrative staff attempt to locate missing students. Students remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal.

**Disaster Drills (I.E. EARTHQUAKE)**

Disaster drills are conducted at least once every two months. Students are made familiar with the “duck and cover” routine. A disaster drill commencing with the “duck and cover” routine is initiated by an announcement over the intercom. Staff and students hear “This is an emergency drill. Duck and cover.” During the “duck and cover” routine in the classroom, teachers turn off the lights and have students get under a desk or table or against the wall away from the windows. Students must remain quiet and orderly so they will be able to hear additional instructions when given. All drills are concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck and cover” routine immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers proceed with their students to the evacuation site or another safety zone. If students are in an outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students remain in their classrooms until instructions are received for an all clear or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff turn off the gas. All unassigned staff report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers stay with their classes for the duration of the emergency. In the event of an earthquake or other national disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

**Bomb Threats**

The person receiving the call or letter will note the time of day, wording of the message, background noises, and quality of the voice to try to determine if it is a child or an adult. This person will delay the caller as long as possible, while they alert another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter, notify the police using 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, a designated evacuation code word will be given over the intercom and evacuation procedures will be followed. The office personnel will coordinate information requests to and/or from law enforcement, the telephone company, and parents.
If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages, without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

**Lock-Downs**
This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lock Down, students are to remain in the classrooms or designated locations at all times. A designated Lock Down code word will be given over the intercom and Lock Down procedures will be followed. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers and students will remain in the classroom or secured area until further instructions are given by the Site Director or law enforcement. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel are to be allowed on campus. The office personnel will coordinate information requests to and/or from law enforcement and parents.

**Evacuation Plan**
A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the designated evacuation code word over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their class attendance roster with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency plan.
information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

**STAFF RESPONSIBILITIES**

All employees are responsible for their own safety, as well as that of others in the workplace. Aspen Valley Prep relies upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on the premises, or in a product, facility, piece of equipment, process, or business practice for which Aspen Valley Prep is responsible, the employee will bring it to the attention of their supervisor, the Site Director, or Director immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Executive Director regarding the problem.

Employees are required to report any workplace injury or accident to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Periodically, VPA, Inc. may issue rules and guidelines governing workplace safety and health. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance will not be tolerated.

**DRUG FREE/ALCOHOL FREE/SMOKE FREE ENVIRONMENT**

Aspen Valley Prep shall function as a drug, alcohol and tobacco-free workplace.

**FEMININE HYGIENE PRODUCTS**

Pursuant to the requirements of Education Code section 35292.6, AVPA shall ensure at least 50 percent of the school's restrooms are stocked with feminine hygiene products at all times should the school maintain any combination of classes from grade 6 to grade 12, inclusive, that meets the 40-percent pupil poverty threshold required to operate a schoolwide program pursuant to section 6314(a)(1)(A) of Title 20 of the United States Code.

AVPA shall not charge for any menstrual products provided to pupils, including, but not limited to, feminine hygiene products as that term is defined in Education Code section 35292.6(c).

**COMPREHENSIVE SEXUAL HARASSMENT POLICIES AND PROCEDURES**

Aspen Valley Prep is committed to providing a school that is free from sexual harassment, as well as any harassment based upon race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military or veteran status or any other characteristic protected by state or federal law. VPA, Inc. has developed a comprehensive policy regarding discrimination or harassment (including employee to employee, employee to student, and student to employee misconduct). Pursuant to AB 543, the policy against sexual harassment is provided to new and continuing pupils during every orientation session. Misconduct of this nature is promptly addressed in accordance with VPA’s policy.

**FERPA**

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct. Nov. 10 2021
VPA, Inc., employees and officers, will comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

**STUDENT RECORDS**

VPA, Inc. will adhere to procedures related to confidentiality and privacy of student records. Aspen Valley Prep keeps student records in a locked file cabinet to which only designated staff will have keys, in accordance with policies. Student special education files are kept in separate locked cabinets to which only staff designated to have access shall have keys. Electronic student information systems use password protected accounts to ensure the same limits on access to student files. In the event that a student enters the school upon transfer from an existing district school, the student’s records are requested from the respective district.

**CUSTODIAN OF RECORDS**

In accordance with California Department of Justice requirements, the Head of School shall serve as AVPA’s Custodians of Records.

**IMMIGRATION POLICY**

AVPA will comply with the requirements of Education Code section 234.7 by adopting policies consistent with the guidance and model policies issued by the California Attorney General.

**STUDENT DEBTS**

The Public School Fair Debt Collection Act (Education Code section 49014, Assembly Bill 1974 [2018]) mandates that a pupil can never owe or be billed for a debt owed to a charter school. As such, AVPA shall comply with all provisions of the Public Schools Fair Debt Collection Act, including the prohibition on taking any negative actions against a pupil because of a debt, prohibiting a debt collector from making a negative credit report for such a debt and prohibiting a charter school from selling debt to debt collector.

**MENTAL HEALTH SERVICES**

AVPA will notify parents and pupils at least two times per school year about how to access pupil mental health services on campus or in the community or both per the requirements of Assembly Bill 2022 (Education Code section 49428).

**BULLYING**

AVPA shall adopt procedures for preventing acts of bullying, including cyberbullying, and shall make available to certificated school site employees and all other school site employees who have regular interaction with pupils an online training module developed by the California Department of Education regarding bullying and bullying prevention in compliance with Assembly Bill 2291 (Education Code sections 234.4, 234.6 and 32283.5).

**ANTI-DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES**
AVPA is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, immigration status, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, immigration status, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. AVPA shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with AVPA’s anti-discrimination and harassment policies.

AVPA will require all employees to undergo sexual harassment and abusive conduct training for the duration and frequency as required by California law.

SAFE PLACE TO LEARN ACT
AVPA shall comply with all applicable requirements of the Safe Place to Learn Act, Ed. Code section 234 et seq., including the posting of the required school policies on its website.

TRIBAL REGALIA/OBJECTS OF RELIGIOUS OR CULTURAL SIGNIFICANCE
AVPA will allow students to wear traditional tribal regalia or items of religious, cultural and tribal significance to school graduation ceremonies held by AVPA and would allow the school, under specific circumstances as set forth in the law (Education Code section 35183.1), to limit items that would create a substantial disruption of, or material interference with, the school ceremony.

CHILD HUNGER PREVENTION AND FAIR TREATMENT ACT
The Child Hunger Prevention and Fair Treatment Act of 2017 (Education Code section 49557.5), among other things, requires certain local educational agencies, as defined, that provide school meals through the federal National School Lunch Program or the federal School Breakfast Program to ensure that a pupil whose parent or guardian has unpaid school meal fees is not shamed, treated differently, or served a meal that differs from what a pupil whose parent or guardian does not have unpaid school meal fees would receive under that local educational agency’s policy.

AVPA will ensure that a pupil whose parent or guardian has unpaid school meal fees is not denied a reimbursable meal of the pupil’s choice because of the fact that the pupil’s parent or guardian has unpaid meal fees and ensure that the pupil is not shamed or treated differently from other pupils.

MIGRATORY CHILDREN
AVPA will allow a pupil who is a migratory child to continue attending their school of origin regardless of any change of residence of the pupil. AVPA will inform a pupil who is a migratory child and that pupil’s
parent or guardian of the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services.

**COMPLIANCE WITH STATE AND FEDERAL ENVIRONMENTAL LAWS**
AVPA shall comply with all applicable state and federal environmental laws pertaining to its charter school operations and facilities.
ELEMENT G: RACIAL AND ETHNIC BALANCE

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

"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." Ed. Code § 47605(b)(5)(G).

VPA, Inc. complies with all federal and state laws regarding recruitment and enrollment of diverse students, including students of color, students with disabilities (SWD) and English Learners (ELs), including students Redesignated Fluent-English Proficient (RFEP). As illustrated in the following table, AVPA’s enrollment closely tracks FUSD enrollment, with 66% Hispanic/Latinx students (compared to 69% at the District), 13% Black (higher than FUSD’s 8%), 3% Asian (lower than FUSD’s 12%), 14% White (higher than FUSD’s 9%) and 4% Two+ Races (on par with FUSD’s 3%). The rate of socioeconomically disadvantaged students (SED) at AVPA was 77% (compared to 87% across FUSD); 9% of our TK-8th grade students were EL’s with another 7% RFEP, compared to 18% ELs and 17% RFEP at FUSD; the rate of Students with Disabilities (SWD) is comparable with 10% at AVPA and 12% at FUSD; and finally, AVPA has more Foster/Homeless students (4%) than FUSD (1%). No Child Left Behind (NCLB) and its Public School Choice provisions (or any new legislation authorized at the federal or state levels regarding public education and specifically “Public School Choice.”) Any Public School Choice Valley Prep students are eligible for all applicable instructional and extra-curricular activities at the school.

2020-21 Demographic Comparisons

<table>
<thead>
<tr>
<th></th>
<th>Enrollment 2020-2021</th>
<th>% Hispanic/Latinx</th>
<th>% Black</th>
<th>% Asian</th>
<th>% White</th>
<th>% Two + Races</th>
<th>% SED</th>
<th>% EL</th>
<th>% RFEP</th>
<th>% SWD</th>
<th>% Foster/Homeless</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aspen Valley Prep Academy (TK-8)</td>
<td>392</td>
<td>66%</td>
<td>13%</td>
<td>3%</td>
<td>14%</td>
<td>4%</td>
<td>77%</td>
<td>9%</td>
<td>7%</td>
<td>10%</td>
<td>4%</td>
</tr>
<tr>
<td>Fresno Unified School District (TK-12)</td>
<td>72,419</td>
<td>69%</td>
<td>8%</td>
<td>12%</td>
<td>9%</td>
<td>3%</td>
<td>87%</td>
<td>18%</td>
<td>17%</td>
<td>12%</td>
<td>1%</td>
</tr>
</tbody>
</table>

Source: [https://data1.cde.ca.gov/dataquest/DQCensus/EnrELAS.aspx?cds=10621660106740&agglevel=School&year=2020-21](https://data1.cde.ca.gov/dataquest/DQCensus/EnrELAS.aspx?cds=10621660106740&agglevel=School&year=2020-21)

As a recipient of federal funds, including federal Title I, Part A funds, Aspen Valley Prep abides by all applicable federal program requirements. This includes, but is not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. These mandated requirements include, but are not limited to, the following:
● Notify parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher including a timely notice to each individual parent that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified does not meet the applicable teaching credentialing requirements at the grade level and subject area in which the teacher has been assigned.

● Develop jointly with, and distribute to, parents of participating children, a school-parent compact.

● Hold an annual Title I meeting for parents (Town Hall, correspond with LCAP parent/guardian).

● Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.

● Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds.

● Complete and submit Local Education Agency (LEA) Plan to CDE.

● Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I School wide Program eligibility and status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program.

● Maintain inventory of equipment purchased with categorical funds, where applicable.

● Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable.

Aspen Valley Prep’s Site Director bears primary responsibility for student recruiting and outreach, with support of VPA, Inc.’s Executive Director. In recognition of the fact that parents and students are the best ambassadors for our programs, parents of students at AVPA assist in outreach, including tours and open houses at the school. All families on the AVPA waiting list for enrollment will be informed about Aspen Meadow as another option, though both schools now maintain wait lists for enrollment.

I. OUTREACH CAMPAIGN

Aspen Valley Prep implements a student recruitment strategy that includes, but is not limited to, the following strategies designed to achieve a racial and ethnic, SWD and EL (including RFEP) balance that is reflective of the general population residing within the boundaries of the FUSD. Enrollment and recruiting advertisements for the school clearly state that the “school services students with disabilities in the least restricted environment.” Aspen Valley Prep conducts outreach in English and Spanish in order to ensure families with limited or no English proficiency are aware of our school and the opportunity to enroll.

Aspen Valley Prep holds at least one orientation meeting in English and Spanish per month in the three months preceding the annual lottery. The Site Director meets with community leaders and attends community events in the months leading up to the lottery, including:

● Local Council Members/Field Offices: Clint Olivier, Oliver Baines, Jim Patterson.

● Neighborhood Association meetings and events, specifically: Lowell and Jefferson community groups.

● Business Association meetings and events, specifically: Downtown Rotary Club, Cultural Arts Rotary Club, etc.

● Neighborhood Religious Institutions, specifically: CARE Fresno, Rescue the Children, Onramps Community Church, Bethany Inner City Church, Hope Now For Youth and others.
Finally, as needed, Aspen Valley Prep staff and volunteers engage in door-to-door outreach and flying at local businesses surrounding the school (groceries/markets, laundromats, health clinics, etc.) to ensure that those “hardest to reach” families are informed about Valley Prep.

II. COMMUNITY PARTNERSHIPS

The Executive Director and/or Site Directors will leverage AVPA’s existing partnerships and meet with additional community organizations regarding potential partnerships and assistance (ranging from posting and distributing flyers to hosting information sessions for the population they serve to collaboration on services for Valley Prep students). Aspen Valley Prep will participate in community events to distribute information about the school, including the numerous annual cultural festivals in Fresno, local farmer’s markets, and other community events. As the school grows, students may engage in service-learning projects at local middle and elementary schools (campus beautification, tutoring younger students, etc.), which will help to increase awareness about the school.

The Site Director may also seek media coverage and place advertising in appropriate local media. Social media including Facebook, Instagram, Twitter and more will be leveraged through student, parent and staff posts to help generate interest and excitement about our new school.

Aspen Valley Prep conducts outreach strategies as needed to recruit a student population that is reflective of the racial and ethnic balance of the District. The Site Director tracks all outreach activities and applications generated from each endeavor (where possible) in order to inform future outreach efforts that will yield the most success in generating a diverse school population. AVPA conducts student and parent surveys at least once annually which include questions that elicit satisfaction levels and suggestions to continually improve the school’s multicultural environment. Our English Learner Advisory Committee (ELAC) helps school leadership evaluate our programs and services for students who are EL (including RFEP), including outreach practices and their efficacy in recruiting EL students.
ELEMENT H: ADMISSIONS REQUIREMENTS

“Admission policies and procedures, consistent with subdivision (e).” (Ed. Code § 47605(c)(5)(H).)

In accordance with AB 699 enacted on October 4, 2017, the school’s non-discrimination provision shall include immigration status.

“Admission requirements, if applicable.” Ed. Code § 47605(b)(5)(H).

Aspen Valley Prep is an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.). AVPA shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. Enrollment shall be open to any resident of the State of California. Aspen Valley Prep enrolls all pupils who wish to attend to the extent that space allows. CA Ed. Code § 47605(5)(2)(A). If the number of students who wish to attend the school exceeds capacity, entrance shall be determined by single random public drawing in accordance with Education Code §47605(d)(2) and all federal requirements. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5.

Aspen Valley Prep adheres to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youth.

Aspen Valley Prep shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, 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 any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. It does not request or require submission of a student’s IEP, 504 Plan, or any other record or related information prior to admission, or as a condition of admission or enrollment. It may request information necessary to apply specific admissions preferences set forth in this charter.

No test or assessment shall be administered to students prior to acceptance and enrollment into the school. Post-matriculation, various assessments may be administered to further determine readiness or maintenance of the said grade. Post-matriculation testing is done for all students.

I. PUBLIC RANDOM DRAWING

Aspen Valley Prep has established an annual recruiting and admissions cycle, which includes reasonable time for all of the following: (1) outreach and marketing; (2) information sessions for students and parents held in English and Spanish at the school site; (3) an application period; (4) a lottery, if necessary; and (5) enrollment. The school may fill vacancies or openings that become available after this process using either a waiting list or any other non-discriminatory process.
Should a random public drawing be necessary, Aspen Valley Prep shall conduct a disparate impact analysis to ensure that its lottery procedures and preferences do not result in a disparate impact relating to any of the following protected characteristics: actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics.

AVPA, Inc. uses a standardized application form required of all prospective students. Included with the application form is an information sheet detailing the educational philosophy and other information about Aspen Valley Prep, along with details about the lottery procedures and timing (if necessary), including statement that parents need not attend to secure a space for their child.

Lottery Applications are made available in January and are due by March 31.

A. ADMISSION PROCESS AND OPEN ENROLLMENT

In order to be included in the admissions lottery (if a lottery is necessary), families must submit a Lottery Application form by the stated deadline that includes the student’s name, grade, birthday, and contact information for the family. Application materials are available in English and Spanish. All interested families are required to submit a completed Lottery Application Form directly to the school before 4:30 p.m. on the date of the annual deadline, which will be clearly indicated on the form and in all communications and notices (websites, flyers, etc.). Submitted Lottery Application Forms will be date- and time-stamped and student names will be added to an application roster to track receipt. Families who apply after the enrollment deadline will be added to the wait list in the order the applications are received.

The open application period is advertised in English and Spanish through flyers, posters in prominent locations throughout the community, during informational meetings for parents, and announced on the school’s website, as detailed in Element G.

Following the open enrollment period, applications are counted to determine if any grade level has received a number of applications that exceed available seats. If the number of students who have applied for any grade exceed capacity as of the date of the application deadline the school will hold a public random lottery to determine enrollment for the impacted grade level. In the event there are fewer Lottery Applications submitted than spaces available for a particular grade as of the application deadline, all applicants will be admitted and sent Enrollment Packets; the school will continue to conduct outreach and students will continue to be admitted on a first come-first served basis until the grade is full, with any additional applicants placed on a waiting list in the order they are received.

All admissions timelines will be subject to annual review and adjustment by the Board of Directors to meet the needs of the school while providing ample time for applicants. Changes will be reflected in adopted Board policies.

B. PUBLIC RANDOM DRAWING PROCEDURES

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

In accordance with California Education Code and applicable federal guidance, the following students will be exempt from the lottery:

1. Current students enrolled in the school;
2. Siblings of enrolled students, including foster siblings;
3. Children of teachers or staff (not exceed 10% of student population).

Admissions preference will be given for the following applicants:

1. Children in foster care or who are homeless
2. Residents of the District

No other admissions exemptions or preferences are assigned. In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. The VPA, Inc. Board may review and revise this preference policy as necessary for the well-being of the school.

Lottery spaces are drawn in order of grade level by the Director-designated lottery official, and recorded by a AVPA employee. Once a grade level is drawn to capacity, applications continue to be drawn for position on a wait list. Students who are not granted enrollment for the next school year remain on the waiting list until the end of the school year for which the lottery was conducted unless otherwise requested by the parent to be taken off. Non-admitted students must reapply for the following year.

Lottery Application Forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents are physically filed on campus, and lottery results and waiting lists are readily available in the school’s main office for inspection upon request. Each application is kept on file for the academic year with the applicant’s assigned lottery number in the school database and on his or her enrollment application.

Parents are informed of lottery results in writing within 10 days of the lottery. Each student offered a space is required to complete an enrollment packet within two weeks of receiving the letter indicating that a spot is available for the student. The school will hold an information session after the lottery and before the Confirmation Deadline to supply additional information and to assist families in filling out forms.

The enrollment packet is comprised of the following:

- Completion of a student enrollment form
- Proof of Immunizations

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8 "Homeless" will be defined – consistent with federal law – as: children who are living in a sheltered or transitional temporary housing program, "doubled up" with another family due to economic hardship, or "unsheltered" (car/camp site).
Aspen Valley Prep staff are available to assist families in completing the enrollment forms. An orientation meeting is held during the enrollment period (between notification and the Confirmation Deadline) to provide parents and students with more information about the school and answer their questions. Attendance is not required. Should a family decline the position, the next family on the list will be contacted until the open position is filled.

Should families not submit their enrollment forms within two weeks after acceptance from a lottery, their acceptance shall be forfeited.

C. WAIT LIST

The lottery is used to determine applicants’ waitlist status. Those who apply after the lottery deadline are added to the end of the lottery waitlist in the order they are received. Vacancies that occur during the school year will be filled according to the wait list. When an offer occurs during the school year, families are contacted in the order of the wait list and typically will be given 48 hours to decide whether or not to accept a space at the school. In the event that no such wait list exists where the space is available, the space will be made available to the next interested family at the appropriate grade level.

The waitlist for the current school year remains active until Aspen Valley Prep’s open enrollment period commences for the following year. Applications are only valid for the current year. Applicants must reapply for the lottery annually if the school is unable to offer them admission for the current year.
ELEMENT I: FINANCIAL AUDITS

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." Ed. Code § 47605(b,c)(5)(f).

I. INDEPENDENT FISCAL AUDITS

Each year, the AVPA, Inc. Board of Directors contracts with an independent auditor and oversees the completion of an annual audit of Aspen Valley Prep's financial affairs. The Board will be responsible for contracting and overseeing the independent audit. The annual audit shall be conducted in compliance with the California Education Code 47605(c,b)(5)(f). The auditor selected will be certified by the State of California and approved by the State Controller on its published list as an educational audit provider. The audit will verify the accuracy of the school's financial statements, attendance and enrollment accounting practices, internal controls and other key compliance matters.

Audits are conducted in accordance with generally accepted accounting principles applicable to the school and pursuant to applicable sections of the “standards and procedures for audits of California K–12 local educational agencies.” To the extent required under applicable federal laws for audits of the major federal programs, the audit scope will expand to be in compliance with the requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133, audits of states, local governments, and nonprofit organizations. Should OMB Circular A-133 be rescinded, audits of the major federal programs will be conducted in compliance with standards and provisions approved by OMB.

The scope of the audit will include all elements mandated by the audit guide regulations promulgated by the Education Audit Appeals Panel as applicable to charter schools and any other elements as required by applicable law.

It is anticipated that the annual audit will be completed within four months of the close of the fiscal year and that a copy of the auditor’s findings will be forwarded to the FUSD, the County Superintendent of Schools, the State Controller, and the California Department of Education by the 15th of December each year. Upon receipt of any audit exceptions or deficiencies from the independent public accountant, the Executive Director will determine the appropriate corrective action and report the recommendations to the VPA, Inc. Board of Directors. The corrective action will then be taken in a timely manner and fully implemented prior to the end of the fiscal year following the year under audit. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. The independent fiscal audit is a public record, to be provided to the public upon request.

Aspen Valley Prep observes the following audit timeline:

- The VPA Board will appoint an Audit Committee of one or more persons by January 1 of each year.
- The Audit Committee may include persons who are not members of the board, but may not include any members of the staff of the corporation, including the Executive Director or Business Director. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.
The Audit Committee will be responsible for contracting with an audit firm by March 1 of each year, unless the existing contract is a multi-year contract.

VPA, Inc.'s Executive Director, Business Director and back-office services provider work with the audit firm to provide the information they need.

At the conclusion of the audit, the Executive Director and the Audit Committee will be responsible for reviewing the results of the annual audit, identify any audit exceptions or deficiencies, and report them to the VPA, Inc. Board of Directors with recommendations on how to resolve them.

The Board will review and approve the audit no later than December 15.

The Board will submit a report to the District describing how the exceptions or deficiencies, if any, have been or will be resolved to the satisfaction of the District along with an anticipated timeline. The Director will provide a final copy of the audit to FUSD, FCOE and the CDE as required, by the December 15 annual deadline.

II. INSURANCE

Aspen Valley Prep shall maintain finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts are based on recommendations provided by the authorizer and the Aspen Valley Prep’s insurer. The authorizer shall be named as an additional insured on all policies of the charter school.
ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, ‘involuntarily removed’ includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” (Ed. Code § 47605(c)(5)(J).

“The procedures by which pupils can be suspended or expelled.” Ed. Code § 47605(b)(5)(J).

I. DISCIPLINE POLICY

VPA, Inc. believes that students learn best in an environment of clear expectations about behavioral and community norms that allows them to feel safe and nurtured. In order to maintain a positive learning community, VPA, Inc. has developed a comprehensive set of student discipline policies which in many respects are consistent with California Education Code Section 48900’s requirements for school districts. VPA, Inc. has developed its own specific procedures for student suspension and expulsion. These policies are restorative and are fully detailed in Aspen Valley Prep’s Family Handbook. Each family receives a copy of these policies and verifies that they have reviewed them with their children at the time of enrollment or at the beginning of the school year.
The school adhere the principles of Restorative Justice. All teachers receive extensive training in these practices, and the Site Director monitors consistent implementation across the school. Restorative Justice is focused on prevention of undesired behaviors through strategies such as:

**Classroom**
- Teacher Modeling
- Respect Agreements
- Restorative Discipline
- Greet & Meet
- Morning Leadership Meeting

**School-wide**
- Anti-Bullying Program
- Red-Ribbon Week (Drug Awareness)
- Leadership Assemblies (Quarterly)
- Class Leadership Presentations
- Parent Education- Counselor & Admin Quarterly
- Forgiveness Day
- Service Learning

**Special Student Teams & Clubs**
- Leadership Team (These teams make frequent mini-visits to classrooms during Morning Meetings)
- The Justice League (Peer Mediators, grades 6-8)
- Climate Changers Club (Rotating Team, grades 4-6, promotes positive environment)
- Green Team (After school, promotes care for school campus)
- Drama Club (After school, promotes presentations with positive messages)

When a conflict does arise, teachers may employ redirection strategies such as:
- Use proximity; teacher may walk over to student’s area to get attention
- Look at the student with a slight head shake or facial gesture
- Point in direction of Respect Agreement
- Use a visual symbol signaling “STOP”
- Make a whole class reminder, “It looks like ALMOST everyone is ready to begin.”
- Have classroom management systems in place to minimize distractions.

More significant conflicts warrant intervention strategies ranging from meetings with the student and his/her parents/guardian, recommitment to the Respect Agreement, a Behavioral Plan, etc., or, as needed, suspension or expulsion consistent with school policies and applicable laws.

Policies regarding suspension or expulsion conform to applicable state and federal laws regarding all students, including the Individuals with Disabilities Education Act (IDEA) and its amendments, Section 504 of the Rehabilitation Act, AB 602, and the ADA. The Site Director bears primary responsibility for
overseeing all student discipline, though the Academic Director also has the authority to suspend students.

The Discipline, Suspension and Expulsion Policy ("Policy") has been established to align in most material respects with Education Code Section 48900 et seq., although AVPA is exempt from those and several other statutory provisions applicable to school districts (Ed. Code section 47610.) VPA, Inc. will review policies and procedures surrounding suspensions and expulsions at least once annually and, as necessary, modify the Policy accordingly. The Policy serves as Aspen Valley Prep's policy and procedures for student suspension and expulsion, and may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

Aspen Valley Prep staff shall enforce disciplinary rules and procedures fairly and consistently among all students. The Policy and its procedures are distributed as part of the Family Handbook and clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Each incident is addressed individually, though previous activities may be taken into account in order to determine the severity of the discipline assigned. Discipline begins with a meeting between the student and the Site Director or his/her designee. Following this meeting, several actions may occur, including but not limited to:

- Warning, both verbal and written
- Loss of privileges (e.g. extra-curricular activities)
- Notices to parents by telephone or letter
- Request for parent conference (including teachers, counselors, or administrators)
- Behavior contract
- Detention
- Suspension (including in-school suspensions)
- Expulsion

For students who are truant, tardy, or otherwise absent from assigned school activities, alternatives to suspension or expulsion are attempted first.

II. GROUNDS FOR IN-SCHOOL SUSPENSION, OUT-OF-SCHOOL SUSPENSION AND EXPULSION

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

- while on school grounds
- while going to or coming from school
- during the lunch period, whether on or off the school campus
- during, going to, or coming from a school-sponsored activity

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A single suspension may not be issued for more than five consecutive school days. The total number of days for which a student, including students with a 504 Plan, may be suspended from school shall not exceed 20 days. Students with an IEP shall not be suspended for more than 10 school days in any school year.

A. Enumerated Offenses

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

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
q) Made terroristic threats against school officials and/or school property. For purposes of
this section, “terroristic threat” shall include any statement, whether written or oral, by
a person who willfully threatens to commit a crime which will result in death, great
bodily injury to another person, or property damage in excess of one thousand dollars
($1,000), with the specific intent that the statement is to be taken as a threat, even if
there is no intent of actually carrying it out, which, on its face and under the
circumstances in which it is made, is so unequivocal, unconditional, immediate, and
specific as to convey to the person threatened, a gravity of purpose and an immediate
prospect of execution of the threat, and thereby causes that person reasonably to be in
sustained fear for his or her own safety or for his or her immediate family’s safety, or for
the protection of school property, or the personal property of the person threatened or
his or her immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the
purposes of this section, the conduct described in Section 212.5 must be considered by
a reasonable person of the same gender as the victim to be sufficiently severe or
pervasive to have a negative impact upon the individual’s academic performance or to
create an intimidating, hostile, or offensive educational environment. This section shall
apply to pupils in any of grades 4 to 12, inclusive.

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

t) 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.

u) Engaged in an act of bullying, including, but not limited to, bullying committed by means
of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including
communications made in writing or by means of an electronic act, and including one
or more acts committed by a student or group of students which would be deemed
hate violence or harassment, threats, or intimidation, which are directed toward
one or more students that has or can be reasonably predicted to have the effect of
one or more of the following:

i. Placing a reasonable student (defined as a student, including, but is not
limited to, a student with exceptional needs, who exercises average care,
skill, and judgment in conduct for a person of his or her age, or for a person
of his or her age with exceptional needs) or students in fear of harm to that
student’s or those students’ person or property.

ii. Causing a reasonable student to experience a substantially detrimental
effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his
or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his
or her ability to participate in or benefit from the services, activities, or
privileges provided by the Charter School.

2) “Electronic Act” means the creation and transmission originated on or off the school
site, by means of an electronic device, including, but not limited to, a telephone,
wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, or image.

ii. A post on a social network Internet Web site including, but not limited to:
   
   a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
   
   b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
   
   c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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

w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee’s concurrence.

x) Any other serious violation of AVPAValley Prep’s student rules of conduct or behavioral expectations.

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

  a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee’s concurrence.

Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

  a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  
  b) Willfully used force or violence upon the person of another, except self-defense.
  
  c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  
  d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind.
kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

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

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

v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, or image.

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and
such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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

x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee’s concurrence.

y) Any other serious violation of Valley Prep’s student rules of conduct or behavioral expectations.

Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee’s concurrence.

b) Brandishing a knife at another person.

c) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

d) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

e) Possession of an explosive

If it is determined by an Administrative Panel that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled.

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.

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.
B. IN-SCHOOL SUSPENSION

For in-school suspension, the student remains on campus for the length of the suspension. During in-school suspensions, teachers provide the students with assignments to complete by the end of the school day. If the student has questions about the assignments, the Site Director or other certificated personnel provide support. During the day of the suspension, the student’s teachers address behaviors that may have contributed to the student’s in-school suspension. In addition to completing assigned work, the student is required to complete a reflection addressing why the behavior occurred and what can be done in the future to ensure that the offense is not repeated.

III. SUSPENSION PROCEDURES

Suspensions shall be initiated according to the following procedures:

A. CONFERENCE

Suspension shall be preceded, if possible, by a conference conducted by the Site Director or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Site Director.

The conference may be omitted if the Site Director or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or 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.

B. NOTICE TO PARENTS/GUARDIANS

At the time of suspension, the Site Director 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 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.

C. SUSPENSION TIME LIMITS/RECOMMENDATION FOR PLACEMENT/EXPULSION
Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Site Director or 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 Site Director 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. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil’s parents, unless the pupil and the pupil’s parents fail to attend the conference.

Upon request of a parent, a student who has been suspended for two or more schooldays will be provided with homework that the student would otherwise have been assigned. If a homework assignment that is turned into the teacher upon the student’s return to school or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student’s overall grade in the class.

D. SUSPENSION APPEAL

At the time the parent/guardian is informed of the decision to suspend, information is provided about their right to appeal a suspension, along with information about the appeal process. To initiate an appeal, the student or parent or guardian must contact the Executive Director in writing within three days of the date of the suspension. The Director will gather information from the Site Executive Director/designee, student, parent or guardian to determine whether or not the Site Director/designee suspended the student properly and followed all applicable procedures. The Executive Director will consider the reasons the family feels the suspension was incorrect or inappropriate, and may contact the family and/or school staff to clarify information. Based on the information submitted or requested, the Executive Director may make one of the following decisions regarding the suspension.

1. Uphold the suspension
2. Uphold the suspension but clear the student’s record of the suspension at the end of the semester, if the student has no additional discipline problems at the school.
3. Determine that the suspension was not within the school’s guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be destroyed. No information regarding the suspension will be placed in the student’s permanent record, or shared with anyone not directly involved in the proceedings.

The Executive Director will mail a copy of the decision to the student and/or parent or guardian within five days of the issuing the decision. A copy of the decision is also emailed to the school Site Director. The Executive Director’s decision is final.

IV. EXPULSION PROCEDURES
A. AUTHORITY TO EXPEL

A student may be expelled following a hearing before an Administrative Panel on the recommendation from the Site Director. The Administrative Panel will consist of up to three members, who are certificated and neither a teacher of the pupil nor a member of the VPA Board of Directors. The Board or the Directors will appoint an Administrative Panel. The Administrative Panel may expel a student found to have committed an expellable offense.

A student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination.

B. HEARING PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. If requested by the student, and unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Site Director determines that the Pupil has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in a confidential setting.

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.

If a foster youth, as defined in Education Code section 48853.5, is recommended for expulsion, the notice of hearing must also be provided to the student’s attorney and an appropriate representative of the county child welfare agency at least ten (10) days prior to the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

If a homeless youth, as defined in 42 USC section 11434a(2), is recommended for expulsion, the notice of hearing must also be provided to AVPA’s designated homeless liaison at least ten (10) days prior to the hearing.
date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

C. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

AVPA may 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 Board of Directors and/or Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil. The Administrative Panel shall be guided by the following principles:

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 will 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 Administrative Panel, 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 Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the school shall 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. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be
provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

D. RECORD OF HEARING

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete record of the proceedings can be made.

E. INVOLUNTARY STUDENT DISENROLLMENT, DISMISSAL, OR TRANSFER

No student shall be involuntarily removed by AVPA for any reason unless the parent or guardian of the student has been provided written notice in-person and/or by mail or email of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the student’s educational rights holder, and shall inform him or her of the right to request a hearing adjudicated by a neutral officer before the effective date of the action. If a hearing is requested, the student will remain enrolled at AVPA until the school issues a final decision. For purposes of this charter, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions for disciplinary reasons.

F. PRESENTATION OF EVIDENCE

While judicial 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.

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.

The decision of the Administrative Panel shall be in the form of written findings of fact regarding the expulsion. The final decision by the Administrative Panel shall be made within ten (10) schooldays following the conclusion of the hearing.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program at the school.

G. WRITTEN NOTICE TO EXPEL

The Site Director or designee following a decision of the Administrative Panel to expel shall send written notice of the decision to expel, including the Administrative Panel’s adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student’s or parent/guardian’s obligation to inform any new district in which the student seeks to enroll of the student’s status with the Charter School.
3. Notice of any appeal options
4. Information about alternative placement options

The Site Director or designee shall send a copy of the written notice of the decision to expel to the student’s district of residence and the authorizer. This notice shall include the following:
1. The student’s name
2. The specific expellable offense committed by the student

V. EXPULSION APPEAL

If a pupil is expelled, the pupil or the pupil’s parent or guardian may, within 10 calendar days following the written notice to expel, file a written appeal, requesting the Board reconsider the expulsion determination. The Board of Directors will consider the appeal in closed session at its next regularly scheduled board meeting or as soon as practicable. The Board will consider all information and evidence contained in the record from the expulsion hearing. The Board will inform the parent and student in writing within five (5) days of its decision. The decision of the Board of Directors is final.

The Board shall hear an appeal of an expulsion order in closed session. During closed session, if the Board admits any representative of the pupil or the Charter School, the Board shall, at the same time, admit representatives from the opposing party.

The Board shall determine the appeal from a pupil expulsion upon the record of the hearing before the Administrative Panel, together with such applicable documentation or regulations as may be ordered. The review by the Board shall be limited to the following questions:
1. Whether the Administrative Panel acted without or in excess of its jurisdiction.
2. Whether there was a fair hearing before the Administrative Panel.
3. Whether there was a prejudicial abuse of discretion in the hearing.
4. Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel.

A Board may not recommend reversing the decision of the Administrative Panel to expel a pupil based upon a finding of an abuse of discretion unless the Board also determines that the abuse of discretion was prejudicial.

The decision of the Board shall be limited as follows:
(a) If the Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel, the Board may reconsider the matter and may in addition recommend the pupil reinstated pending the reconsideration.
(b) In all other cases, the shall either affirm or reverse the decision of the Administrative Panel. The decision of the Board will be final.

VI. EXPELLED PUPILS/ALTERNATIVE EDUCATION
The school will help provide the parent necessary information and a list of placement options. 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.

VII. DISCIPLINARY RECORDS

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

VIII. SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES

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

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

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student’s file, including the child’s IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child’s disability; or
b. If the conduct in question was the direct result of the local educational agency’s failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child’s disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child’s disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student’s disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the hearing officer shall determine whether 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.

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 Site Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student’s disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;

b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

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

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School’s disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred. The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:
a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child’s teachers, that the student is in need of special education or related services.

b. The parent has requested an evaluation of the child.

c. The child’s teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

"The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security." Ed. Code § 47605(bc)(5)(K).

I. **Certificated Staff**

All certificated employees who are eligible shall participate in the State Teachers’ Retirement System (STRS); AVPA, Inc. coordinates such participation, as appropriate, with the social security system or other reciprocal systems. Eligible certificated employees as participants in the STRS contribute the required percentage (currently 8%), and AVPA, Inc. contributes the employer’s portion required by STRS (currently 8.25%). All withholdings from employees are forwarded to the STRS Fund as required. Employees accumulate service credit years in the same manner as all other members of STRS. VPA, Inc. shall forward any required payroll deductions and related data to FCOE as required by Education Code §47611.3. The Executive Director, working in conjunction with the school’s contracted business service provider, shall be responsible for ensuring that the forwarding arrangements occur in a timely, compliant manner.

II. **Classified Staff**

All other staff shall participate in federal Social Security and other school-sponsored retirement plans according to policies adopted by the Board of Directors for the school’s employees. VPA, Inc. offering a 403b plan to all employees and makes a contribution to 403b plans of non-STRS eligible employees to supplement Social Security, in an amount determined annually by the VPA, Inc. Board of Directors.

III. **Responsible Staff Member**

The Executive Director, working in conjunction with the school’s contracted business services and payroll provider(s), is responsible for ensuring that appropriate arrangements for the aforementioned coverage are made, and that all required reports to the District, FCOE and others are submitted in a timely and accurate fashion.
ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." Ed. Code § 47605(bc)(5)(L).

No student shall be required to attend AVPA. Students who opt not to attend Aspen Valley Prep may attend other district schools or pursue an inter- or intra-district transfer in accordance with existing enrollment and transfer policies of their district or country of residence.

The parent or guardian of each pupil enrolled in the charter school shall be informed during open enrollment that the pupil has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.
**ELEMENT M: EMPLOYEE RETURN RIGHTS**

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

"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." Ed. Code § 47605(b)(5)(M).

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

All employees of VPA, Inc. are considered the exclusive employees of VPA, Inc. and not of the authorizer, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the authorizer or any other school district will not be transferred to VPA, Inc. Employment by the VPA, Inc. provides no rights of employment at any other entity, including any rights in the case of closure of Aspen Valley Prep.
ELEMENT N: DISPUTE RESOLUTION

"The procedures to be followed by the charter school and the entity granting the chartering authority to resolve disputes relating to provisions of the charter." Ed. Code § 47605(bc)(5)(N).

Participation in any dispute resolution procedure is entirely voluntary for the District to the extent the District is carrying out its oversight responsibilities, up to and including revocation of the charter petition.

Aspen Valley Prep has adopted a Uniform Complaint Procedure and has provided the District with information regarding this procedure. The District, as part of its oversight responsibilities, will be notified of any concerns and/or complaints that provide reasonable cause to believe that a violation of the charter petition or related laws or agreements has occurred. In such situations, the District may intervene to assist in resolution of the complaint.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

Any formal dispute resolution procedures entered into between the District and Aspen Valley Prep may be conducted in accordance with the procedures set forth below:

1) Any dispute shall be made in writing ("Written Notification"). The Written Notification must identify the nature of the dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, by electronic mail or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notifications and other notices shall be addressed as follows:

To Charter School:

Executive Director
Aspen Valley Preparatory Academy, Inc.
4221 N. Hughes Fresno, CA 93705

To District:

Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

2) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered to the other party by personal
delivery, by facsimile, by electronic mail or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

3) If the dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the dispute be resolved by mediation. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

4) If the mediation is not successful, then the parties agree to resolve the dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney’s fees, costs and expenses associated with the arbitration. The arbitrator’s fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney’s fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

Nothing in this Charter restricts the District’s ability to initiate revocation proceedings in accordance with Education Code section 47607 and regulations sections 11968.5.2 and 11968.5.3.
**Element O: Charter School Closure**

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

"A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Ed. Code § 47605(b)(5)(P).

The following procedures constitute the “Closure Protocol” and shall apply in the event AVPA ceases to be a charter school or otherwise closes for any reason:

Any decision to close AVPA as a charter school operating pursuant to this Charter shall be documented by official action ("closure action") of VPA, Inc., and will identify the person or entity responsible for all closure-related activities and actions. The action will identify the reason for closure (e.g., decision not to renew as a charter school). The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed and AVPA has exhausted all appeal procedures to county and state boards of education, VPA, Inc. votes to close AVPA, or the Charter lapses. In the event of a Closure Action, the following steps shall be implemented, which follow the procedures and requirements set forth in Education Code section 47605(c)(5)(P) and regulations sections 11962 and 11962.1.

VPA, Inc. will notify the authorizer of the determination of the Closure Action and of the effective date of the closure as a charter school within 72 hours of the Closure Action.

VPA, Inc. will provide written notification to the home districts of students within 72 hours of the determination of the Closure Action.

Written notification of the Closure Action and the effective date of closure of AVPA shall be made by VPA, Inc. to the California Department of Education, the Fresno County Office of Education, the California Department of Education, the SELPA in which AVPA participates, and the retirement systems in which Aspen Valley Prep’s employees participate, by registered mail within 72 hours of the Closure Action.

On closure, VPA, Inc. shall remain solely responsible for all liabilities arising from the operation of the Charter School.

VPA, Inc. will ensure notification to the parents and students of Aspen Valley Prep of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.
Aspen Valley Prep will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student attendance day at AVPA if AVPA is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 USC §1232g. Aspen Valley Prep will ask the District to store as necessary original records of its students.

As soon as is reasonably practical, VPA, Inc. will prepare final financial records. VPA, Inc. will also have an independent audit (which may also serve as the annual audit) completed by an independent auditor as soon as is reasonably practical, but in no case later than six months after closure. The audit must include at least the following (i) All information required of in an annual audit; (ii) An accounting of all assets, including cash and accounts receivable and an inventory of property, equipment and supplies; (iii) 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; (iv) An assessment of the disposition of any restricted funds received by or due to AVPA, and (v) A delineation of the disposition of all assets and liabilities. Any liability or debt incurred by AVPA shall be the responsibility of VPA, Inc. and not the District. VPA, Inc. understands and acknowledges that it will cover the outstanding debts or liabilities of AVPA. Any unused special education related funds will be returned to the SELPA, and other categorical funds will be returned to the source of funds as required by applicable law.

For a minimum of six calendar months from the later of the Closure Action or effective date of the closure, whichever comes first, sufficient staff as may be allowed by the budget and remaining assets will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the School and student transfers.

VPA, Inc. shall adopt a plan for wind-up of the School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

In addition to the final audit, Aspen Valley Prep shall also submit any required year-end financial reports to the California Department of Education, the County Superintendent of Schools, and the District, in the form and timeframe required, including, but not limited to, those required by Education Code §47604.33.

AVPA may use, but is not limited to, reserves normally maintained for contingencies and emergencies to fund closure proceedings.

This Closure Protocol shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end VPA, Inc.’s right to operate as a charter school pursuant to this Charter or cause AVPA to cease operation.

Upon the dissolution of the corporation if applicable, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds shall be distributed in accordance with the articles of incorporation and bylaws to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under § 501(c)(3) of the Internal Revenue Code of 1986, as amended,
(or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.
ADDITIONAL PROVISIONS

I. 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. Education Code Section 47605.4(h)

Attached, as Appendix A, please find a detailed five-year budget that includes revenue and expense projections, plus monthly cash-flows for one year, and an explanation of the assumptions used in preparing the budget. These documents are based upon the best data available to the Petitioners at this time.

The Charter School shall provide reports to the authorizer as follows, and may provide additional fiscal reports as requested by the authorizer:

- By July 1, an annual update required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the authorizer, County, State Controller, California Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the authorizer shall include an annual statement of all the Charter School’s receipts and expenditures for the preceding fiscal year.

II. IMPACT STATEMENT/FACILITIES:

Governing Law: The county board of education shall require that the petitioner or petitioners provide information regarding potential civil liability effects, if any, upon the school, any school district where the charter school may operate and upon the county board of education. Education Code Section 47605.6(h)

Governing Law: [T]he facilities to be used by the charter school ... The description of the facilities to be used by the charter school shall specify where the school intends to locate. Ed. Code § 47605(h).

Aspen Valley Prep is operated by a California non-profit public benefit corporation, VPA, Inc. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).
Pursuant to Education Code Section 47604(e), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. Aspen Valley Prep shall work diligently to assist the authorizer in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other authorizer-requested protocol to ensure the authorizer shall not be liable for the operation of the Charter School.

Further, the Charter School and the authorizer may enter into a memorandum of understanding, wherein the Charter School shall indemnify the authorizer for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School’s Board, officers, agents, and employees, and the Charter School has purchased general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the authorizer and the Charter School’s insurance company for schools of similar size, location, and student population. The authorizer shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board has instituted appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Valley Prep is located in a private/non-district facility: 4221 North Hughes Avenue, Fresno, CA 93705. This facility is leased from Jacquelyn Gates LLC and includes approximately 30,000 square feet of indoor space on a 2.26 acre lot. There are 20 classrooms, 7 offices, 1 cafeteria and gymnasium. VPA currently has a 15 year lease for the facility, scheduled to end in 2027.

III. SELPA

As detailed in Element A, Section X: Special Needs: Valley Prep Address The Needs Of All Sub-Groups, Including At-Risk Students, Subsection E: Students with Disabilities, Aspen Valley Prep is an LEA member of the El Dorado SELPA, which provides cost-effective and consistent special education services. As its own LEA and member of a SELPA, Aspen Valley Prep works in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. Aspen Valley Prep complies with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, Aspen Valley Prep complies with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to it pertaining special education students.

Per federal law, all students with disabilities are fully integrated into the programs of AVPA, with the necessary materials, mandated services, and equipment to support their learning. AVPA meets all the requirements mandated within a student’s Individual Education Plan (IEP). Aspen Valley Prep Academy includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs. Please see Element A, Section X: Special Needs: Valley Prep Address The Needs of
Of All Sub-Groups, Including At-Risk Students, Subsection E: Students with Disabilities for further details about AVPA’s program for students with disabilities.

IV. ADMINISTRATIVE SERVICES

Governing Law: The county board of education shall require that the petitioner or petitioners provide information regarding the manner in which administrative services of the school are to be provided. Education Code Section 47605.4(h)

Aspen Valley Prep receives its administrative services including, but not limited to, financial management, personnel, and instructional program development either through its own staff, the staff of VPA, Inc. and through an appropriately qualified third-party contractor.

V. INSURANCE

The Charter School has finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts are based on recommendations provided by the authorizer and the Charter School’s insurer. The authorizer is named as an additional insured on all policies of the Charter School.
# APPENDIX A: BUDGET

## Revenues

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## Expenditures

### Certificated Salaries

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<td>1100 Teachers’ Salaries</td>
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<td>1170 Teachers’ Substitute Hours</td>
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### Classified Salaries

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<td>2400 Clerical and Office Staff Salaries</td>
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### Benefits

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</tr>
<tr>
<td>5603 Equipment Leases</td>
<td>36,924</td>
<td>37,662</td>
<td>38,416</td>
<td>39,184</td>
<td>39,868</td>
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<td>5610 Repairs and Maintenance</td>
<td>35,000</td>
<td>35,700</td>
<td>36,414</td>
<td>37,142</td>
<td>37,865</td>
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<td></td>
<td>243,284</td>
<td>248,150</td>
<td>253,133</td>
<td>258,275</td>
<td>263,330</td>
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<tr>
<td><strong>Operations and Housekeeping</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5201 Auto and Travel</td>
<td>10,000</td>
<td>10,200</td>
<td>10,404</td>
<td>10,612</td>
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<tr>
<td>5300 Dues &amp; Memberships</td>
<td>13,300</td>
<td>13,566</td>
<td>13,837</td>
<td>14,114</td>
<td>14,396</td>
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<td>5400 Insurance</td>
<td>31,000</td>
<td>31,620</td>
<td>32,252</td>
<td>32,897</td>
<td>33,555</td>
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<td>5501 Utilities</td>
<td>15,500</td>
<td>15,810</td>
<td>16,126</td>
<td>16,449</td>
<td>16,778</td>
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<tr>
<td>5502 Janitorial/Trash Removal</td>
<td>42,600</td>
<td>43,452</td>
<td>44,321</td>
<td>45,207</td>
<td>46,112</td>
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<tr>
<td>5510 Office Expense</td>
<td>15,000</td>
<td>15,300</td>
<td>15,606</td>
<td>15,918</td>
<td>16,236</td>
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<tr>
<td>5511 Postage and Shipping</td>
<td>1,600</td>
<td>1,632</td>
<td>1,665</td>
<td>1,698</td>
<td>1,732</td>
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<tr>
<td>5512 Printing</td>
<td>5,200</td>
<td>5,304</td>
<td>5,410</td>
<td>5,518</td>
<td>5,629</td>
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<tr>
<td>5514 Bank Charges</td>
<td>2,500</td>
<td>2,550</td>
<td>2,601</td>
<td>2,653</td>
<td>2,706</td>
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<tr>
<td>5515 Public Relations/Recruitment</td>
<td>5,200</td>
<td>5,304</td>
<td>5,410</td>
<td>5,518</td>
<td>5,629</td>
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<td>5516 Miscellaneous Expense</td>
<td>400</td>
<td>408</td>
<td>416</td>
<td>424</td>
<td>433</td>
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<td>5900 Communications</td>
<td>8,100</td>
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<td>8,427</td>
<td>8,596</td>
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<td></td>
<td>120,400</td>
<td>123,408</td>
<td>126,476</td>
<td>129,606</td>
<td>132,798</td>
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<td>------------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td>$4,128,864</td>
<td>$4,454,695</td>
<td>$4,800,101</td>
<td>$4,928,554</td>
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<td><strong>Surplus (Deficit)</strong></td>
<td>$217,091</td>
<td>$231,073</td>
<td>$331,834</td>
<td>$227,450</td>
<td>$138,866</td>
</tr>
<tr>
<td><strong>Fund Balance, Beginning of Year</strong></td>
<td>$721,490</td>
<td>$938,581</td>
<td>$1,170,554</td>
<td>$1,502,388</td>
<td>$1,729,838</td>
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<tr>
<td><strong>Fund Balance, End of Year</strong></td>
<td>$938,581</td>
<td>$1,170,554</td>
<td>$1,502,388</td>
<td>$1,729,838</td>
<td>$1,868,704</td>
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<tr>
<td><strong>Cash Flow Adjustments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surplus (Deficit)</td>
<td>217,091</td>
<td>231,073</td>
<td>331,834</td>
<td>227,450</td>
<td>138,866</td>
</tr>
<tr>
<td>Cash Flows From Operating Activities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Funding Receivables</td>
<td>19,184</td>
<td>6,947</td>
<td>(10,413)</td>
<td>(5,201)</td>
<td>(4,926)</td>
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<td>Accounts Payable</td>
<td>(130)</td>
<td>14,247</td>
<td>15,159</td>
<td>5,536</td>
<td>4,304</td>
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<td>Cash Flows From Financing Activities</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Proceeds/(Payments) on Debt</td>
<td>(176,472)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>Total Change in Cash</td>
<td>59,676</td>
<td>251,167</td>
<td>336,580</td>
<td>227,765</td>
<td>138,244</td>
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<td>Cash, Beginning of Year</td>
<td>69,804</td>
<td>129,480</td>
<td>380,647</td>
<td>717,227</td>
<td>944,992</td>
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<tr>
<td>Cash, End of Year</td>
<td>$129,480</td>
<td>$380,647</td>
<td>$717,227</td>
<td>$944,992</td>
<td>$1,083,236</td>
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APPENDIX B: AFFIRMATIONS AND ASSURANCES

As the authorized lead petitioner, I, Shelly Lether, hereby certify that the information submitted in this renewal petition for the California public charter school currently named Valley Preparatory Academy (“Valley Prep” or “VPA” or “school”) with a proposed name change to Aspen Valley Prep Academy, located at 4221 N Hughes Ave, Fresno, CA 93705 within the boundaries of the Fresno Unified School District (“FUSD” or the “District”) is true to the best of my knowledge and belief. I also certify that this renewal 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 charter renewal, the school will follow any and all federal, state, and local laws and regulations that apply to it, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School shall be deemed the exclusive public school employer of the employees of Valley Prep for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process.
- Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State.
- Preference in the public random drawing shall be given in accordance with Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
● The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

● The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5(f)(5)(C)]

● The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, non-college-preparatory teachers. [Ref. California Education Code Section 47605(i)]

● The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

● The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

● The Charter School shall, for each fiscal year, meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]

● If a pupil is expelled or leaves the Charter School without completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]

● The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(1)]

● The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]

● The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

● The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]

● The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA").

● The Charter School shall comply with the Public Records Act.

● The Charter School shall comply with the Family Educational Rights and Privacy Act.
● The Charter School shall comply with the Ralph M. Brown Act.

● The Charter School shall not require any child to attend Valley Prep, nor any employee to work at the charter school.

● The Charter School shall comply with federal, state, and district mandates regarding English Learner (EL) education and re-designation of EL students and meet all requirements of federal and state law regarding equal access to the curriculum for English Learners.

● The Charter School will comply with all requirements pursuant to California Education Code and 47605(b)(5)(ii) including the development of school wide goals for all subgroups as applicable to the eight state priority areas identified in Education Code 52060(d).

● The Charter School will comply with all elements of the Local Control Accountability Plan, including the adoption of any templates required by the California State Board of Education.

● Charter School hereby declares that Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School’s employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from Fresno Unified School District for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

______________________________
Shelly Lether, Executive Director
APPENDIX C: REQUEST FOR BOARD MEMBER INFORMATION

JOHN GRICE

<table>
<thead>
<tr>
<th>Personal Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (First/Middle/Last): John J. Grice</td>
</tr>
<tr>
<td>Other Names Used (i.e. Maiden/Former Married): NA</td>
</tr>
<tr>
<td>Current address: 4635 N. Arrow Ridge Way</td>
</tr>
<tr>
<td>City: Clovis</td>
</tr>
<tr>
<td>State: CA</td>
</tr>
<tr>
<td>Zip Code: 93619</td>
</tr>
<tr>
<td>Daytime Phone: (559) 326-9314</td>
</tr>
<tr>
<td>Cell (559) 326-9314</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:john.grice@valleypas.com">john.grice@valleypas.com</a></td>
</tr>
</tbody>
</table>

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only legally responsible for the education of all students enrolled in the school, but also educated with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes □ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

   I became aware of VPA when I was looking for a school to enroll my children in. My brother (who had children attending VPA) was the person that told me about VPA. After checking into the school, I decided to enroll my children in VPA. About a year after I enrolled my children, I was invited to consider serving on the board by another board member who also had children attending VPA.

2. Explain why you wish to serve on the board.

   After enrolling my children at VPA I became very impressed with the schools mission and approach as well as its successes. The high level of professional and positive attitudes as well as the concern for each individual student make it a home for me to offer my experience and service. VPA represents (to me) a model that every school should follow and I became determined to assist in its further development and mission to provide a quality education to poor, disadvantaged and at risk students.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I have never served on the board of a school district or any other public school prior to VPA. I have served on the board of two different not-for-profit religious organizations. I have also served as a board member of a not-for-profit organization that provided self-development training to youth between the ages of 9 and 18. My experience as an entrepreneur and as a Director of several companies have given me the ability to understand and manage financials, make sound decisions based upon the goals and objectives of the organization as well as navigate through difficult financial situations.

4. Describe your understanding of the appropriate role of a public charter school board member.

According to my understanding, a public charter school board member is an individual working collectively with other individuals to utilize their knowledge, experience, influence and resources to assist the school administration and teaching staff in carrying out the goals and objectives of the organization. To ensure that each student has an equal opportunity to a quality education (with access to whatever resources are required to make that a reality) and to be morally and legally responsible for the financial, management and administrative health of the organization.

5. Indicate specifically the knowledge and experience that you would bring to the board.

I am happy to bring and offer over 15 years of knowledge and experience in financial management, international business ownership and management, experience with understanding how current and future laws and regulations will impact the effectiveness of an organization with the ability to assist in developing strategies to evade negative impacts and exploit positive opportunities. I will also bring the care, concern and criticism of a parent, the encouragement and cheering of a supporter and a down-in-the-trenches lead by example volunteer.

6. Please provide a forecast of where you see the school in one year and then again in five years.

Within 1 year VPA will have started the successful operation of a second school location that will provide excellent educational training and leadership development for pre-K through 4th grade students. During that same year VPA will have also improved all student test scores in every subject through better enhancements of its delivery of the common core. In 5 years VPA will be successfully operating 2 elementary/junior high schools and 1 high school with a long waiting list at each school. VPA will have a high level of success at delivering quality education as well as leadership development and training to poor, disadvantaged and at-risk students within the communities it will serve.
7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?

Currently, such a situation could not happen without full support of a majority of board members. As a board member I would do everything within my power to make sure that such a situation does not receive board support. However, if it were to happen outside the board then I would handle that type of situation by meeting with the Director, VP and other administrator to inform them that such dealings are illegal and will need to be cancelled immediately. Then I would approach the board members in question and also inform them that such dealings are illegal and will need to be cancelled immediately or it will be reported to the respective authorities. If immediate action is not taken to cancel such dealings, I would then report it to the respective authorities and push for an investigation. I would follow through to make sure that such deals are cancelled and that effective measures are taken to neutralize those in violation.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.

One of my brothers was Don Linton, one of the board members. My brother and Don Linton attended the same church back in the early 90's.

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, contractual or management interest in the educational service provider.

NO

9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship.

My father, one of my brothers and two of my sisters has met Shelly (Director) back in the early 90's because they all attended the same church.

10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.

NO

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.

NO
12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

NO

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

NO

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school’s board. If so, describe such potential conflicts.

NONE

Educational Philosophy

15. Please describe your understanding of the school’s mission and/or philosophy.

I understand that VPA has a mission to provide quality education and leadership development to poor, disadvantaged and at risk students throughout the community.

16. Please indicate your level of familiarity with the educational program that the school utilizes.

I am very familiar with the educational program at VPA. As a member of the board, we approved the educational program as well as the books and materials to be utilized with the curriculum.
John Grice

(550)225-7737
contactjohn@Yahoo.com

SUMMARY OF QUALIFICATIONS

- Highly creative, energetic, resourceful and personable leader with extensive experience in sales, marketing and management
- Successfully collaborated with ability to build and motivate cross-functional teams to achieve bottom line results
- Creative problem solver with the ability to get buy-in from partners, investors and clients
- Dynamic communication and relationship skills and able to interact on a consultative basis with senior management
- Effective customer and sales focus approach with a track record of success

SOFTWARE SKILLS

- Microsoft: Word, Excel, Outlook, Access, Project, PowerPoint and Publisher

PROFESSIONAL EXPERIENCE

Self - Employed - Fresno, CA January 2011 – Present
- Work directly with startup companies to assist in the development of the overall business plan and strategies
  Business Consultant

- Prepare industry and market research for business plans to present to investors for various startup companies and projects
- Evaluate and restructure existing business plans in accordance with newly established company goals and strategies
- Build, maintain and strengthen collaborative relationships with B2B service providers
- Recommend and negotiate business terms with investors
- Attend weekly networking functions

Key Achievements:
- Developed a business plan and secured first stage funding for a hydrogen based fuel saving device for large diesel trucks
- Created a business plan and presentation for a solar based energy reduction project

Admutha Capital Management – Singapore December 2006 – December 2010
- Investment banking, project management and consulting company servicing businesses throughout South East Asia
  Managing Director

- Developed and implemented the overall company business and strategic plans and utilized leadership skills to train and inspire employees to accomplish company goals
- Prepared business and marketing plans for healthcare, mining, toll road, and housing development projects
- Cold called on small to medium size companies and sold consulting service contracts
- Represented the company at various functions, trade shows and conventions
- Hired management teams to assist with overseeing construction projects
• Set up and managed a branch office in Jakarta Indonesia with 5 administrative staff and 14 sales consultants, managed payroll and office equipment

**Key Achievements:**
• Raised over $34 million for client projects
• Established independent agents in Malaysia, Philippines, Thailand and Hong Kong
• Increased company revenue by 29% in 8 months by adding new services

A project management and consulting firm based in London UK that helped secure funding for real estate projects for clients in France, Germany, Belgium, Spain, Netherlands, Luxembourg and Switzerland **Senior Consultant**

• Cold called on small to medium size businesses and sold consulting service contracts
• Developed and maintained relationships with other professional service providers
• Prepared business plans, feasibility studies and proposals
• Negotiated terms between clients, banks, financial institutions and investors
• Expanded company services to include asset management
• Hired and trained 9 employees **Key Achievements:**
• Increased sales by 38% and revenue by 23% in 10 months
• Reduced operating expenses by 17%
• Raised over $19 Million for client projects
• Trained and mentored two of the top producing sales consultants

California Numismatic Investments – Los Angeles, CA May 1996 to June 1999
Investment company specializing in the sale of gold, silver and rare coins

**Investment Consultant**

• Assisted clients in diversifying their investment portfolios
• Provided investment consultations to clients
• Prepared and distributed sales and marketing materials
• Sold Gold, Platinum, Rare Coins, Silver and other rare items

EDUCATION

California Polytechnic State University

• Completed 2 years of Agri-Business courses with concentration in marketing
Westec College

• Accounting course
<table>
<thead>
<tr>
<th><strong>Name (First/Middle/Last):</strong> Carrie Krikorian Zulewski</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Other Names Used (i.e. Maiden/Former Married):</strong></td>
</tr>
<tr>
<td><strong>Current address:</strong> 6047 N. Winchester Ave</td>
</tr>
<tr>
<td><strong>City:</strong> Fresno</td>
</tr>
<tr>
<td><strong>Daytime Phone:</strong> (559) 246-6800</td>
</tr>
<tr>
<td><strong>Email Address:</strong> carrie@thejohnnet</td>
</tr>
</tbody>
</table>

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school?  **X** Yes  **E** No

**Please submit typed responses to the inquiries below:**

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. **I was invited by the Director, Mrs. Sonda to tour the current school and interview with Executive Director, Mrs. Lehner.**

2. Explain why you wish to serve on the board. **I have been an advocate for children in this valley for many years, and this opportunity to support a high-quality charter organization directly aligned with my personal mission statement.**

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. **I have served on the Board of Directors at Vice President for the Juvenile Diabetes Foundation in Fresno. I have served on the Board of Directors for the Diabetic Youth Foundation. I have served on the Board of Directors for the 11th District PTA State of California. I was also named Volunteer of the Year at Dorothy Starr Elementary School-Fresno CA.**

4. Describe your understanding of the appropriate role of a public charter school board member. **My role is to help manage, guide, and direct the staff as they invest in the development of exceptional leaders.**

5. Indicate specifically the knowledge and experience that you would bring to the board. **I have served on multiple Boards and reviewed many budgets and expansion plans. I also have extensive experience promoting organizations and collaborating with teams to promote organizational health.**
6. Please provide a forecast of where you see the school in one year and then again in five years.

One Year: the opening of Aspen Public School, a public school with a safe learning environment
determined to develop leaders. Five years: The replication of Aspen to provide more high-quality
school choices to parents in the Fresno community.

7. How would you handle a situation in which you believe one or more members of the school’s board
are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?
I would call for a special meeting and a vote of the majority of the members of the Board of Directors
in accordance with the bylaws.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior
to being invited to sit on the board, please so indicate and describe the relationship.
There was no prior knowledge of the Board of Directors by myself or any spouse.

9. If you, your spouse or other immediate family members know any people already known to be
prospective school employees, please so indicate and describe the relationship. I had met Site
Director Mrs. Stands through mutual friends prior to becoming a Board Member.

10. If you, your spouse or other immediate family members know anyone that plans to do business with
the school, please so indicate and describe the relationship and the nature of the potential business.
None known

11. If the school proposes to partner with an educational service provider (a management company),
please indicate if you, your spouse or other immediate family members know any employees, owners,
or agents of that provider. If your answer is yes, please indicate the individuals you know and the
nature of the relationship. None known

12. If the school proposes to enter into a contract with an educational service provider, please indicate
whether you, your spouse or other immediate family member have a direct or indirect ownership,
employment, contractual or management interest in the educational service provider.
None known

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any
business with the educational service provider, the school, or both. If so, please describe the potential
relationship. None known

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on
the school’s board. If so, describe such potential conflicts.
None known
15. Please describe your understanding of the school's mission and/or philosophy.
   Transforming the community by developing exceptional leaders. This mission defines everything that
   the school strives to do. The school makes all decisions with careful consideration about how each
   one affects the development of students and the effect on students' future lives.

16. Please indicate your level of familiarity with the educational program that the school utilizes.
   I have a fairly high level of familiarity with the educational program. I have read the business plan and
   reviewed the curriculum the school uses.

17. Please describe what you believe to be the key characteristics of a successful school. What specific
    steps do you think the board of the school will need to take to ensure that this school is successful?
   A successful school strives to achieve a safe environment where kids are free to reach their potential
   academically and socially.
   Steps: The steps I see necessary to ensure the students' success are: provision of many learning and
   service opportunities accompanied by praise and clear instruction carried out in a safe
   environment in order to promote their potential.
CARRIE ZULEWSKI
6047 N Winchester Fresno, CA 93704 | 559-245-6280 | carrie.zulewski@valleyprep.com

SUMMARY

“A head for business, a heart for the world”

If you are looking for fresh ideas for fundraising events, we are here to help. We can:
• Organize events, coordinate volunteers
• Raise money for a project or organization
• Provide marketing advice which may include press releases to media and promotion
• Give direction and coordinate activities for your Organization
• Take an active part in soliciting donations
• Provide detailed reporting of results throughout the “campaign” and at its end
• Provide support for event auctions/affairs including solicitation of items
• Answer questions and provide guidance, structure and task assignment. Give insight from over 35 years of organizing events.

INTERESTS

Fundraising for non-profit organizations, fundraising for local politics, Co-owner of C and M Collectibles, Owner of Valley Beads, Owner of Hall by Carrie Z., Playing lobbing Congress for increase in funding for diabetes.

EXPERIENCE

Fundraising Consultant, 2 Fundraising Advisors
• October 2009-Present, Fresno, California Area

Entrepreneur
• 1981-Present, Fresno California

ORGANIZATIONAL INVOLVEMENT

Current Board Member and Secretary of the Valley Preparatory Academy Charter, Inc. board
Past Board President of The Greater Fresno Chapter Juvenile Diabetes Association
Past Board Member of the Diabetic Youth Foundation of Concord, CA
Volunteer for Valley Medical Center, 1988-1995
Board of Trustee and Christian Education for Pilgrim Church, multiple terms
Supported Interview boards for the Fresno Unified School District
Past Executive Board Member for the Fresno Unified District Parent Teacher Association, multiple terms
Active in Re-Form Fresno Unified.

References:
• Carole M. Sarkisian-Bonard, Ed.D, President Educators’ Implementation Group, Inc.
• Andrea Borgoza, County of Fresno Board of SUPERVISORS Chairman, District 2
Background Information - insert resume here
Include the following information in resume:

- Education History
- Employment History — If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Professional Business Name Affiliations
- Professional References
- If applicable - Arrests and/or Convictions

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position. This authorization:

- Releases Pena Pena Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- Is in full of my knowledge and understanding that the information provided in this application will be used to evaluate my background and my knowledge and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and approval process.
- Is in full of my knowledge and understanding that any reports generated by the District will not be confidential and my knowledge and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and approval process.

Signature: [Signature]
Name: Carrie Klockman Zulowski
Position with School Development Team: Board Secretary
Date: 09-21-15
Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes  ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

   I knew of Valley Prep Academy because of my position at the Fresno Rescue Mission. We were looking for a good educational match for our children at Rescue the Children and researched various opportunities. After our children were enrolled and we were excited about their education Shelly Lether and I had further conversations about VPA and she mentioned an opportunity to sit on the Board.

2. Explain why you wish to serve on the board.

   I welcome this opportunity to sit on the Board at VPA to help with guidance and oversight for an already outstanding academic school. I appreciate the dedication and leadership that VPA has and value the opportunity to help where I can, be a sounding board when I can, offer advice and support as needed.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. I have not served on a board of a school district or a non-profit organization. Since I work at a non-profit, I feel it is important to serve, but there needed to be a right fit in a non-competitive environment.

   Relevant experience is working in a non-profit and I also have my degree in Liberal Studies and spent considerable amount of time in the classroom in various school districts substitute teaching.

4. Describe your understanding of the appropriate role of a public charter school board member. My role is oversight, support, encouragement, accountability and advice.

5. Indicate specifically the knowledge and experience that you would bring to the board. I bring a working knowledge of non-profit governance, accountability and transparency. Within my duties of Chief Development Officer at Fresno Rescue Mission, I also have an area of expertise in marketing and communication. I also bring knowledge of the classroom personally as an active parent volunteer through 3 children and professionally.

6. Please provide a forecast of where you see the school in one year and then again in five years. In one year I see VPA successfully maintaining Valley Prep Academy, opening Aspen Charter School and successfully increasing enrollment in both sites to viable capacity. I see the schools with high academic standards, building confidence and ability in each and every student and effectively supporting and encouraging the parents and care givers in their role as mentors to their students.

   In five years I see both schools filled to effective capacity, expanding in grades to accommodate new students and increasing in size and capacity to serve the community. I do foresee a need to open a new high school to give parents viable options for their students’ needs and educational successes in our community.

7. How would you handle a situation in which you believe one or more members of the school’s board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)? If I believe that any of the schools board were working for their benefit or the benefit of a friend or family I would address that issue immediately and directly. I believe accountability is tantamount within any company and certainly transparency is critical within this organization. My approach would be to ask a lot of questions, scrutinize associations that may be a conflict and if there is a question put measures of accountability such as 2 signatures or oversight by another staff member.

   Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship. I did not

9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. I do not
Educational Philosophy

15. Please describe your understanding of the school’s mission and/or philosophy.
   Valley Prep Academy will support and encourage each and every student’s academic success. They believe in success, leadership and fostering both in each and every child. They also believe in learning and making learning relevant. They don’t believe in rote homework but instead in meaningful at home activities that will support the educational process. Valley Prep also wants to support and educate each parent or caregiver in the best methods and practices of supporting their individual student.

16. Please indicate your level of familiarity with the educational program that the school utilizes.
   I have observed classroom and heard presentations by staff and students regarding Leader in Me and Basecamp.

17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?
   I believe the key to success is in supporting both the student and the parent or caregiver through the educational process. I believe this is accomplished through a partnership with the school and each member to assure support and success for all parties. I believe VPA has a good balance in this regard. To ensure school success it is the board’s responsibility to keep the vision in focus, accountability in place and sustainable growth on the horizon.

Authorization to Release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employees, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position. This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above-referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above-referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above-referenced Charter School.
- Is in an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowledge and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.
- Is in an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.

Signature:

Name: Deborah Torres
Position with School Development Team: 
Date: 10/28/16
DEBORAH TORRES
7133 East Bremer Avenue • Fresno, CA 93737 • 559.408.8390 • thedebriet@yahoo.com

SUMMARY OF QUALIFICATIONS:

Professional: Motivated, Innovative and Dedicated. Solid writing and organizational skills. Excellent social and interpersonal skills. Proven leader: Recruited, motivated and managed productive department leaders and support staff.

Technical: Microsoft Office: Word and Excel including mail merge and database software

PROFESSIONAL EXPERIENCE:

CHIEF DEVELOPMENT OFFICER – FRESNO RESCUE MISSION, FRESNO, CA 2/2015 to PRESENT
• Oversee Donor Development, Marketing & Public Relations
• Strategize, Develop & Implement comprehensive marketing programs
• Function as the Public Information Officer
• Supervise Director of Community Engagement – including Mission at the Mission, Events and Volunteerism

DIRECTOR OF WOMEN AND CHILDREN’S SERVICES – FRESNO RESCUE MISSION, FRESNO, CA 2/2015
• Responsible for department budget
• Evaluated and Implemented comprehensive programming for women and children
• Developed working symbiotic relationships with other parachurch and secular organizations
• Define key staffing roles. Hire and train appropriate personnel
• Translate the purpose and the passion of Rescue the Children and the Fresno Rescue Mission to individuals, churches and businesses through presentations and individual meetings
• Consistently rated “Outstanding Performance” in annual reviews

SUBSTITUTE TEACHER – SANGER UNIFIED SCHOOL DISTRICT, SANGER, CA 9/2007 to 11/2008
• Specializing in Junior High grades
• Including a long-term position in Language Arts and Social Studies, Quail Lake

ASSISTANT MANAGER & FITNESS TEACHER – GEMS FITNESS FOR WOMEN, FRESNO, CA 8/2004 to 11/2005
• Oversee all aspects of location: staff, sales, operations and client relations
• Strategize and implement site specific marketing plan

SOCIAL EVENTS DIRECTOR – BOYS & GIRLS CLUBS OF FRESNO COUNTY, FRESNO, CA 4/2004
• Plan and implement special events
• Solidify business and private sponsorships and donations
• Issue press releases and act as media liaison
• Recruit and oversee committee volunteers
• Publish quarterly newsletter
**Director of Children's Ministry – Jubilee Christian Center, San Jose, CA**

- Organize and oversee all aspects of the Children's Ministry office
- Oversee church's program for 500 children per week
- Recruit, coordinate, train & supervise 40+ volunteer staff
- Plan, coordinate and implement events and activities

**Education:**

- California State University, Fresno - Bachelor of Arts, Liberal Studies
- Fresno City College - Associate of Arts

**References:**

Kenneth Quenzer
Boys & Girls Clubs of Fresno County
540 N. Augusta Street
Fresno, CA 93701
559-266-3117
kquenzer@bgclubfc.org

Stan Oken
Wonder Valley Ranch & Resort
6450 Elwood Road
Sanger, CA 93657
559-906-0200
stan@wondervalley.com

Pastors Randy & Cherie Hand
Celebration Church
4842 W. Jacqelyn Ave.
Fresno, CA 93722
559-275-2083
rehand@celebrationchurch.cc
### Sargent Diana Trueba

**Fresno Unified School District**  
**Request for Board Member Information**

<table>
<thead>
<tr>
<th>Personal Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (First/Middle/Last): Diana Maria Trueba</td>
</tr>
<tr>
<td>Other Names Used (i.e. Maiden/Former Married): N/A</td>
</tr>
<tr>
<td>Current address: 2323 Mariposa Mall</td>
</tr>
<tr>
<td>City: Fresno</td>
</tr>
<tr>
<td>Daytime Phone: 559-259-2857</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:Diane.Trueba@fresn.gov">Diane.Trueba@fresn.gov</a></td>
</tr>
</tbody>
</table>

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally, and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school?  
☐ Yes  ☐ No

**Please submit typed responses to the inquiries below:**

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.—  
I became aware of the charter school after attending Better Blackstone Project meetings on school campus (Aspen). Shelly Lether invited me to sit on the board and interview for the position.

2. Explain why you wish to serve on the board.—  
I love my community and I am committed to working to ensure it is a better and safer place.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.  
I currently serve on the Board of Directors for the Family Healing Center (non-profit). FHC is committed to helping women and children that are victims of sexual and physical assault.

4. Describe your understanding of the appropriate role of a public charter school board member.  
I understand that part of the role of a school board member is to make decisions that will positively impact the children attending the school (financial, educational, safety, etc.).
5. Indicate specifically the knowledge and experience that you would bring to the board. 
I am a peace officer and am currently assigned as the Police Detective Sergeant to the Fresno Police Police Department’s Central Policing District. I have over 13 years of law enforcement experience with expertise ranging from sexual assault, domestic violence, gangs, narcotics and undercover investigations. I am confident that the knowledge, training and experience I bring to the board will assist with making the schools a safer place.

6. Please provide a forecast of where you see the school in one year and then again in five years. 
I see both Valley Prep and Aspen schools growing in their enrollment numbers a year from now. I see both schools graduating successful students and seeing increasing enrollment numbers five years from now as well.

7. How would you handle a situation in which you believe one or more members of the school’s board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)? 
If I believed that one or more members of the school board were involved in self-dealing, I would bring it up to the board president and ensure that an extremely thorough investigation is conducted. The most important thing is keeping the children and their interests in mind. However, this is a very delicate situation because if I am wrong in my belief, I could potentially damage someone’s reputation before a thorough investigation is completed.

Conflict of Interest

8. If you, your spouse or other immediate family members know any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship. 
I did not know any of the board members personally before being invited to sit on the board. I did meet some of them in the Better Blackstone Project meetings.

9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. 
N/A

10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business. 
N/A

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship. 
N/A
12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider. N/A

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship. N/A

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school’s board. If so, describe such potential conflicts. N/A

Educational Philosophy

15. Please describe your understanding of the school’s mission and/or philosophy. The mission of the school is to bring positive change to the community by developing exceptional leaders. Once those leaders are created, it is the hope of the community to have those leaders stay within the community and create more leaders themselves. This will ensure that the community is transformed by people that have a vested interest.

16. Please indicate your level of familiarity with the educational program that the school utilizes. As a new board member, I have learned about the educational program that the school utilizes (including leadership, music, as well as the common core standards). This well rounded program will ensure the success of students.

17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful? Some of the characteristics of a successful school are good oversight from the Board and strong school leadership. Ensuring that the board knows when to approve programs when they are in the benefit of the students enrolled.
Background Information – insert resume here
Include the following information in resume:

- Education History
- Employment History – If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable – Arrests and/or Convictions

Authorization to release information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named in references to release information for use in establishing my qualifications and credentials for this position. This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

- Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of my such confidentiality.

Signature: (Signature)
Name: [Name]
Position with School Development Team: [Position]
Date: [Date]
Sergeant Diana M. Trueba #190
Fresno Police Department
Central District Investigations
3502 N. Blackstone Ave. #201 Fresno, CA
Office 559-621-6205

TRAINING HISTORY

  Supervisory/Promotion Courses/Training

Women Leaders in Law Enforcement Symposium
California Police Chiefs Association
San Diego, California
November, 2016
14 Hours

Fresno Sheriff's Department
Leadership Principles
Clovis, California
August, 2016
16 Hours

Women Leaders in Law Enforcement Symposium
California Police Chiefs Association
Sacramento, California
November, 2015
14 Hours

Women Leaders in Law Enforcement Symposium
California Police Chiefs Association
Anaheim, California
October, 2014
14 Hours

CSU Long Beach
Internal Affairs
Garden Grove, California
September 22-24, 2014
24 hours
DPREP
Critical Incident Response For Law Enforcement Supervisors and Managers
Anahein, California
July 21-24, 2014
32 Hours

Fresno Sheriff’s Department
Leadership Principles
Clovis, California
June 10-11, 2014
16 Hours

CPOA
Officer Involved Shootings-Supervisory and Management Responsibilities
Fresno, California
February 7-8, 2014
16 Hours

Knowledge, Skills and Abilities, LTD.
Mock Assessment Center Scenarios
Assessment Centers-Rick Michelson
February 2014
Sacramento, California
8 Hours

Behavior Analysis Training Institute (BATT)

Advanced Cognitive Interviewing & Forensic Statement Analysis
February 08, 2008
Fresno, California
40 hours/ P.O.S.T Certified

Interview and Interrogation
December 14, 2007
Fresno, California
40 hours/ P.O.S.T Certified

Tulare-Kings Counties Public Safety Training Department
Preparation and Service of Search Warrants
Visalia, California
November 9, 2005
24 hours
EMPLOYMENT
1997-1999  City of Reedley, Police Department Reedley, CA
           Reserve CSO/Jailer
1999-2000  City of Reedley, Police Department Reedley, CA
           911 Police Dispatcher
2000-2003  City of Fresno, Police Department Fresno, CA
           911 Police Dispatcher
2003 – Present City of Fresno, Police Department Fresno, CA
                Cadet
                • Patrol Transport-Wagon
                Police Officer
                • Personnel Recruiter (Collateral Duty)
                • Sexual Assault Unit Detective
                • MAGEC-Metro- Bulldog Gang Detective/Investigatort
                • Graffiti Detective
                • Violent Crime Impact Team-Surveillance Team (VCIT)-
                  Undercover
Mary Jane Fitzpatrick

Personal Information

Name (First/Middle/Last): Mary Jane Fitzpatrick

Other Names Used (e.g. Maiden/Former Married): Mary Jane Cope, maiden

Current address: 1522 W. Holland

City: Preston

State: Ca. Zip Code: 99305

Daytime Phone: (559)526-0170

Fax: (559)505-1919 Cell Fax

Email Address: mfite@conserv.net

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? □ Yes □ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. I am the grandparent of a student currently enrolled at Valley Preparatory Academy (VPA). At the completion of his first year, I attended an open house that highlighted academic achievement and visual arts for every grade level. It was a pleasure to see an active and involved staff. My son and daughter-in-law were hoping that VPA would provide a "gentle education" with high academic and behavioral standards. We all believe that VPA has fulfilled those requirements. I had the opportunity to thank the Executive and Academic Directors for their focus and energy and to offer my support in any way that I could. After sharing my background of service, I was asked to consider a position on the board.

2. Explain why you wish to serve on the board. My retirement has provided time and opportunity to support efforts that create community. VPA is resolved to anchor the school neighborhood with a strong message of inclusion and caring. Everyone has a voice and is encouraged to engage with staff. Investing time and interest in the school is welcomed and rewarded with appreciation and thanks. I wish to serve on a board that supports these efforts.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. N/A

4. Describe your understanding of the appropriate role of a public charter school board member. The role of a public charter school board member is to make sure that all students learn and that nothing illegal, unethical or unprofessional is allowed to exist.

5. Indicate specifically the knowledge and experience that you would bring to the board. I have 26 years of increased responsibility working for the City of Fresno Department of Parks, Recreation and Community Services. I was responsible for providing city-wide recreation programs that promoted health and wellness for children, adults, senior citizens, and disabled youth and adults. I was responsible for creating and managing line item budgets, recruiting and training staff, facility management and maintaining regular communication with the Fresno City Council and the Mayor’s office.

6. Please provide a forecast of where you see the school in one year and then again in five years. The 2015-16 school year at VPA will utilize the globally acclaimed The Leader in Me program that promotes responsibility, critical thinking, integrity, teamwork, collaboration, listening, and speaking. I envision that this investment of resources and staff training will ultimately benefit every student in a very positive way. The next five years at VPA is all about smart growth. With the addition of Aspen Public School (a replicate of the successful model of VPA), growth is certainly in the future. I hope to see the establishment of a high school for the two TK-8 feeder schools.

7. How would you handle a situation in which you believe one or more members of the school’s board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)? I would ask difficult questions that would require specific and truthful answers to my concerns. If I were not satisfied with the answers, I would consult with our attorney for guidance. Exigent events would be reported to FUSD Charter office Manager.

Conflict of Interest

8. If you, your spouse or other immediate family members know any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship. N/A

9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. N/A

10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business. N/A
11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members have any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship. N/A

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider. N/A

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship. N/A

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school’s board. If so, describe such potential conflicts. N/A

Educational Philosophy

15. Please describe your understanding of the school’s mission and/or philosophy. The mission of VPA is Transforming the community by developing exceptional leaders. VPA provides a safe learning environment where students can develop academic and character excellence. The mission is for all students to become self-motivated, lifelong learners by providing high academic and ethical standards. When 21st century leadership skills are taught alongside standards based curriculum, students become productive and healthy members of our community.

16. Please indicate your level of familiarity with the educational program that the school utilizes. Teachers align all lesson plans to California Common Core State Standards. In addition to using state-adopted core textbooks, teachers have the flexibility to design curriculum using the internet, enrichment materials, project based assignments and teacher created materials. Curriculum effectiveness is analyzed by educational SMART goals (specific, measurable, attainable, results oriented, time bound). Character development is the keystone to VPA. Core values are taught through Franklin Covey’s 7 Habits of Happy Kids (The Leader in Me). VPA utilizes the Discipline that Restores model, developed by Dan and Roxanne St. Claire which promotes discipline that is fair, restorative and consistent.

17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful? Key characteristics: Vision, leadership, professional development, high academic standards, evidence of success, family school/community partnerships, evaluation. Steps to ensure success includes; supporting a culture of transparency, quarterly review of mission/goal/objectives, meaningful evaluations of all stakeholders, monthly budgetary reviews, review academic stats.
Mary Jane Fitzpatrick

1522 W Holland Ave, Fresno, CA 93722
mlcfitz@comcast.net

Education
- California State University, Fresno 1974 Dean’s List Graduate
  Bachelor of Science Degree, Therapeutic Recreation

Professional Experience

- Recreation Manager, City of Fresno Department of Parks and Recreation
  March 2005–June 2010
  Responsible for city-wide recreation programs including senior citizens, disabled youth and adults, adult sports programs, health and wellness, aquatics and neighborhood parks. Managed 325 employees. Managed line item budgets totaling seven million dollars. Reported to Fresno City Council and Mayor’s office.

- Community Recreation Supervisor II
  March 1998–March 2005
  Supervised 15 neighborhood park programs, 20 FUSD elementary school programs and managed Mosquera Community Center in Southeast Fresno. Supervised 32 fulltime staff and 41 temporary employees. Worked closely with Fresno Police Department in various youth programs and community events.

- Interim Community Recreation Supervisor II
  Sept 1996–March 1998
  Supervised 15 neighborhood park programs, 20 FUSD elementary school programs and managed Mosquera Community Center in Southeast Fresno. Supervised 32 fulltime staff and 41 temporary employees. Worked closely with Fresno Police Department in various youth programs and community events.

- Therapeutic Recreation Supervisor I
  Feb 1998–March 1996
  Supervised and implemented adapted recreation programs for disabled youth and adults. Responsible for ensuring ADA compliance and access to city owned facilities throughout Fresno.

- Therapeutic Recreation Specialist
  June 1984–Feb 1988
  Planned and facilitated adapted citywide programs and activities for disabled youth and adults.

- Special Education Classroom Assistant, Fresno Unified School District

Affiliations
- Fresno State Chorale, performing chorus with Fresno Philharmonic
- San Joaquin River Parkway (honored in training)
- Valley Preparatory Academy Board member and Leadership Team member
- First Congregational Church, member
Background Information – insert resume here
Include the following information in resume:
- Education History
- Employment History – If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc.)
- Professional Business Name Affiliations
- Professional References
- If applicable – Arrests and/or Convictions

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position. This authorization:
- Remains in effect from the date of submission and is renewed for another year at the conclusion of my tenancy.
- Releases the above referenced Charter School and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during any entire tenancy and during any resulting period of employment with the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided in this application will be used to examine any background and my knowledge and experience relevant to the position to which I am applying.
- Is an indication of my understanding that any impact generated by the District will not be confidential and may be made available to qualified individuals for any such confidential.

Signature: [Sign]
Name: [Name]
Position with School Development Team: [Position]
Date: [Date]
MEGAN RAFFERTY

Fresno Unified School District
Request for Board Member Information

Personal Information

<table>
<thead>
<tr>
<th>Name (First/Middle/Last): Megan B Rafferty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Names Used (i.e. Maiden/Former Married):</td>
</tr>
<tr>
<td>Current address: PO Box 214</td>
</tr>
<tr>
<td>City: Lodi</td>
</tr>
<tr>
<td>State: CA</td>
</tr>
<tr>
<td>Zip Code: 95236</td>
</tr>
<tr>
<td>Daytime Phone: 209-351-3468</td>
</tr>
<tr>
<td>Cell</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:mrafferty3@gmail.com">mrafferty3@gmail.com</a></td>
</tr>
</tbody>
</table>

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

Recently, I started doing work in Fresno and felt like supporting a charter school in the region would deepen my work in the community. Corrie Sands invited me to interview for the board position.

2. Explain why you wish to serve on the board.

I want to support a charter school that making strides in closing the achievement gap for students in Fresno. I believe that supporting school choice is important especially for low income and first generation students. A great public school can change the lives of students.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
4. Describe your understanding of the appropriate role of a public charter school board member.

A charter school board member should focus relentlessly on student achievement, act strategically, commit to exemplary governance, ensure that there is exceptional school leadership, raise and use resources wisely, and maintain regulatory and legal compliance.

5. Indicate specifically the knowledge and experience that you would bring to the board.

I bring knowledge and experience of a classroom educator, a qualitative researcher - whose primary research focus was high performing charter management organization and charter school authorizing, education data, and aligning the education to workforce pipeline.

6. Please provide a forecast of where you see the school in one year and then again in five years.

I see Valley Prep making great academic strides across their campus in the next year as well as growing their second campus enrollment. In five years, I believe that Valley Prep will see organizational growth. Additionally, I foresee the organization will have high achieving students across sites that are out performing their peers in the city.

7. How would you handle a situation in which you believe one or more members of the school’s board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?

I would find evidence regarding the self-dealing, and then I would bring it to the rest of the board and call for those other board members resign.

**Conflict of Interest**

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.

No.

9. If you, your spouse or other immediate family members know anyone already known to be prospective school employees, please so indicate and describe the relationship.

I met Corrie Sands prior to expressing interest in coming onto the board.

10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.

No.
11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.
No.

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.
No.

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.
No.

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school’s board. If so, describe such potential conflicts.
I don’t.

*Educational Philosophy*

15. Please describe your understanding of the school’s mission and/or philosophy.

Valley Prep’s mission is transforming the community through the development of exceptional leaders. Essentially, through education you can transform communities.

16. Please indicate your level of familiarity with the educational program that the school utilizes.
I am relatively familiar with some of the educational programs, such as Boot Camp, that the schools utilize. I look forward to getting more familiar over time.

17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?
I believe that great leadership and passionate teachers are essential characteristics of a successful school. As a board member we are charged with supporting the executive director. Great leadership starts at the top.
Background Information - insert resume here
Include the following information in resume:

- Education History
- Employment History – If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable – Arrests and/or Convictions

Authorization to release information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position. This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Pine Mountain Charter School and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- Is an indication of my understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

* Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.

Signature: [Signature]
Name: [Name]
Position with School Development Team: [Position]
Date: [Date]

Formatted: Font: (Default) Overlock
MEGAN RAFFERTY

3500 N DUNCAN RD • LINDUN, CA 95236 • MRAFFERTY3@GMAIL.COM • (209)353-3468

SUMMARY OF QUALIFICATIONS

An Education Consultant with a Master’s degree in Special Education and six years of educational development work experience, specializing in the research, analysis, development and presentation of public charter school policies and data.

EDUCATION

Master of Arts (M.Ed.), Special Education
University of the Pacific
Graduated May 2013
Stockton, CA

Bachelor of Arts (B.A.), Cultural Anthropology
University of Oregon
Graduated August 2003
Eugene, OR

WORK EXPERIENCE

Outreach Consultant
November 2013 - Present
Sacramento, CA

Educational Results

- Assist in the development of Cal-PASS Plus website, California’s K-16 to workforce data website.
- California charter schools & traditional districts engagement to increase membership to Cal-PASS Plus.
- Meet and present to district school leaders to inform them about the Cal-PASS Plus.
- Assist in the coordination and planning of meetings and webinars across California to increase awareness, shift the mindset from compliance to education improvement & reform.
- Facilitate small group activities during meeting to assist participants in accessing and understanding data.
- Support the development of the Cal-PASS Plus K-12 Foster Youth Dashboard
- Develop powerpoint presentations and website content.
- Develop and present webinars to train new members on using Cal-PASS Plus.

Research Consultant, Author
February 2014 - June 2014
Chicago, IL

National Association of Charter School Authorizers

- Developed interview protocol with the goal of getting the right responses for the needs of the work. Interviewed leaders of charter school authorizing, charter school policy, and SEA in eight states.
- Revised and rework briefs to reflect current policy, rules, regulations, and practices.

Presenter & Co-Author
March 2012 - Present
Seattle, WA

Sohoit Strategic Communications

- Disseminated the Bill & Melinda Gates Foundation Charter Management Organization (CMO) Succession Planning Report to charter school organizations through state and national charter school conferences and an online tool featured on the National Alliance for Public Charter Schools’ website.
- Coordinated a private session for forty high performing CMO leaders and supporters at the California Charter School Association Conference to present the CMO Succession Planning Report.
- Designed a hour-long PowerPoint presentation on the report, online tool, and data compiled for conferences.
Principal

Ebrett Hill Consulting, LLC
Linden, CA
January 2009 – Present

- Formed collaborative relationships with educational organizations and organization leaders for a consulting firm supporting charter school organizations through research, project work, and advocacy.
- Contributed to two national studies on high performing charter schools through site visits of high-performing charter schools and interviews with key stakeholders across the nation.
- Developed and delivered presentations to local LEA representatives and developers on charter start-up options.

Education/Research Consultant

WestEd
Sacramento, CA
August 2012 – February 2013

- Developed a five-page report assessing the practices of California’s Charter School Authorizers commissioned by the California Department of Education in support of the California Board of Education.
- Interviewed the executive leadership of eight high performing charter schools and charter management organizations in order to identify “best practices” in data management and charter school authorizer practices.
- Identified charter school authorizers with rigorous oversight practices for qualitative interviews.
- Developed an interview protocol for charter school organizations and charter school authorizers.
- Interviewed CDE Charter School Dissemination Grant recipients on the application process and grant impact.
- Developed a marketing plan for the CDE Dissemination Grant which improved applicant pool size 41%.

Contributing Researcher and Author

Plattner Communications
Baltimore, MD
August 2011 – January 2012

- Developed an eighteen-page actionable research report detailing current charter school practices with an online tool that allowed charter school leaders to access resources and improve succession planning practices. The report can be found on the National Alliance for Public Charter Schools website.
- Conducted a research study, which included qualitative and quantitative methods, examining the succession planning practices of top performing CMOs.

Consulting Researcher

KW Consulting
Seattle, WA
July 2010 – February 2011

- Coordinated site visits and conducted in-person interviews across five nation-wide charter and public schools as project principal for a case study examination of innovative special education delivery in public schools.

Aspire Public Schools, Educator

August 2005 – May 2009

- Regional substitute teacher K-12
- Special educator & RtI coordinator

ASSOCIATIONS

Rye Catcher, Advisor
New York, NY
October 2014- Present

- Strategic partnerships
- Business development

WISH Charter Elementary, Board Member
Los Angeles, CA
March 2013 – June 2015

- Community Outreach and Executive Committee Member

The Fine Road Foundation, Co-Founder/Trustee
Linden, CA
May 2013- Present
- Organizational Development
- Governance Committee and Community Relations Committee

**Association of Small Foundations**  
June 2013 - December 2013
Washington, D.C.
- Next Generation Cohort Member

**STEVEN JOHN PAUL**

<table>
<thead>
<tr>
<th>Request for Board Member Information</th>
<th>Personal Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Steven John Paul</td>
<td><strong>City:</strong> Fresno</td>
</tr>
<tr>
<td><strong>Current address:</strong> 5844 B. Hamilton</td>
<td><strong>State:</strong> CA</td>
</tr>
<tr>
<td><strong>Daytime Phone:</strong> Cell 559-259-6752</td>
<td><strong>Zip Code:</strong> 93727</td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:span12@gmail.com">span12@gmail.com</a></td>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school?  
X Yes  ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. **Became aware through current board member Currie Krikorian Zilenski and I was invited by Currie Zilenski.**

2. Explain why you wish to serve on the board. **My family has served the community for over 110 years. From senior citizens to children, any opportunity to improve the quality of life for our citizens young or old is a privilege.**
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. I have appointed to the Roosevelt Implementation committee from 1991 to 1993 for the city of Fresno by then city council member Esther Padilla.

4. Describe your understanding of the appropriate role of a public charter school board member. Help manage, guide and direct the development of exceptional leaders.

5. Indicate specifically the knowledge and experience that you would bring to the board. As a native to Fresno I bring a wealth of historical knowledge to the board. From my families agricultural roots dating back from 1904 to my development of Bouquet of Fruits as a nationally recognized brand my business experience, business development and people skills can help play a role in this board.

6. Please provide a forecast of where you see the school in one year and then again in five years. To open Aspen as a public school with a safe and dynamic learning environment making it the foundation to expand and open other successful schools for the community.

7. How would you handle a situation in which you believe one or more members of the school’s board are involved in self-dealing (working for their own benefit or the benefit of their friends and family) Bring it to the attention to the board and call for a special meeting to address the issues and vote to regain compliance to the by laws of the board and to the charter.

Conflict of Interest

8. If you, your spouse or other immediate family members know any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship. No knowledge by myself or my spouse of any other board members.

9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. No knowledge of any suggested above.

10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business. No knowledge by either myself or my spouse of any such activity.
11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship. No knowledge by either myself or my spouse of any such activity.

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider. No knowledge by either myself or my spouse of any such activity.

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship. No knowledge or desire by either myself, family members or by my spouse for any such activity.

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school’s board. If so, describe such potential conflicts. NONE.

**Educational Philosophy**

15. Please describe your understanding of the school’s mission and/or philosophy. **Growing the community by developing exceptional leaders to provide a safe and dynamic learning environment for students**

16. Please indicate your level of familiarity with the educational program that the school utilizes. **Medium to High**.

17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful. To always provide a safe and thrilling learning environment so all students can achieve their maximum learning abilities without feeling inhibited.

---

**Background Information - Insert resume here**

Include the following information in resume: Resume has already been provided. Please modify as needed to accommodate your needs:

- Education History
- Employment History -- If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Professional Business Name Affiliations
- Professional References
- If applicable - Arrests and/or Convictions
STEPHEN J. PAUL
5844 E, Hamilton Ave
Fresno, Ca. 93777
Ph. 559 259-6752
spaul@gmail.com

Summary: Currently working at Homegrown Organic Farms in Porterville, Ca as the stone fruit, specialty fruit, grape and value added commodities Category Director. 1987 to 2008, co-founder of Bouquet of Fruits, bouquetsoffruits.com and 2009 to the present co-founder of Gourmet Shopping Network LLC, DBA California Gourmet Company. Over 20 years of experience with online food marketing, 28 years experience in the food manufacturing and new value added product development. Over 33 years of experience in the fresh produce industry.

Job Title: Consultant
Employer: The Food Commons, FRESNO, CALIFORNIA
Dates: 04/14 to 11/14
Duties: Consult the business development for a new retail operation with e-commerce supporting sustainable local agricultural grown food and value added products for under served communities within the city of Fresno.

Job Title: Consultant
Employer: Thomas Creek Farms LLC, STRATHMORE, CALIFORNIA
Dates: 10/12 to 6/14
Duties: Business development and new value added agricultural food product development.

Job Title: Category Sales Manager
Employer: Homegrown Organic Farms, PORTERVILLE, CALIFORNIA
Dates: 10/11 to Present
Duties: Category commodity manager and business development for stone fruit, specialty fruit, grapes and value added products.

Job Title: Founder
Employer: Gourmet Shopping Network LLC DBA, California Gourmet Company 2015 W.
Bullard Ave, FRESNO, CA. 93711.
http://www.californiagourmet.com
Dates: 6/08 to Present
Duties: Founded and created the GourmetShoppingNetwork.com. An ecommerce portal and brick and mortar retail store giving consumers a direct link to California producers and food manufactures. Developed the brand, technology, marketing and infrastructure to launch the business in 2003. All sites are live and functional.

Job Title: Founder, Owner
Employer: Bouquet of Fruits Inc., FRESNO, CALIFORNIA
Dates: 1/07 to 12/08
My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position. This authorization:

- Releases all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Peetman Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.
- Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.

Signature: [Signature]
Name: [Name]
Position with School Development Team: [Position]
Date: [Date]
APPENDIX D: SCHOOL CALENDAR

Valley Preparatory Academy and Aspen Public School | 2017-2018 Calendar

For class field trip dates and special events info:
www.valleyprep.com
www.asparps.org

School begins
July 24, 2017
School ends
June 13, 2018

<table>
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<tr>
<th>July 2017</th>
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<th>September 2017</th>
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<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

VACATIONS AND HOLIDAYS
Labor Day: Sept. 4
Fall Break: Sept 13-Oct. 6
Veteran’s Day: Nov. 10
Thanksgiving Break: Nov. 20-24
Winter Break: Dec. 18-Jan. 6
MLK, Jr. Day: Jan. 13
Lincoln’s Birthday: Feb. 12
Presidents’ Day: Feb. 10
Spring Break: Mar. 19-Apr. 6

VPA Board of Education Meetings
Fourth Tuesday of the month at 10:00 AM, unless otherwise specified.
Check school website for meeting location.
APPENDIX E: ORGANIZATIONAL CHART

The following is the AVPA, Inc. Organizational Chart:
AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Grant Application to the California Department of Education for National School Lunch Program Equipment Assistance

ITEM DESCRIPTION: It is recommended the Board approve submission of a grant application to the California Department of Education for a 2021 National School Lunch Program Equipment Assistance Grant. The grant provides funding to help schools serve healthier meals, provide meal service during pandemic or natural disaster, improve food safety, and help support the establishment, maintenance, or expansion of the school breakfast program. The district is requesting funding to support the purchase of a new meal delivery truck to replace an inoperable 1999 model.

FINANCIAL SUMMARY: The grant will provide up to $100,000 for the purchase of the delivery truck; additional funding is available in the Cafeteria Fund to support the approximate $135,000 vehicle cost.

PREPARED BY: Amanda Harvey,
Director, Nutrition Services

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

SUPERINTENDENT APPROVAL:
AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is a list of 12 piggyback contracts for use during 2021/22 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to science and technology, HVAC equipment, student meal services, security hardware, performing arts supplies, and modular buildings.

Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense, provide favorable pricing and/or provide options and flexibility. Approval does not commit the district to purchases or require that any specific contract be utilized. Use of piggybacks allows the district to expedite supplies/materials to meet specific needs quickly or to utilize a different contract if a vendor from an existing contract cannot provide services in a timely manner. All purchases associated with piggyback contracts are presented to the Board for ratification on monthly purchase order reports. The complete contracts are available for review in the Purchasing Department.

This item was originally recommended on the October 27, 2021 Board meeting agenda. At that time the Board requested more information including the sustainability of modular classrooms. The DSA-approved modulars that would be purchased on the recommended piggyback contracts provide energy efficiency and building systems can be specially designed to provide the highest level of healthy environment for students and teachers. Additional detail for all recommended contracts is provided in the backup material.

FINANCIAL SUMMARY: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis.

PREPARED BY: Ann Loorz, Executive Director, Purchasing
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple, Chief Operating Officer
SUPERINTENDENT APPROVAL:
<table>
<thead>
<tr>
<th>Piggyback Contract</th>
<th>Supplier and Primary Location</th>
<th>Estimated Annual $</th>
<th>Purpose of Piggyback</th>
<th>Additional Information (pricing structure, examples of items purchasing)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. OMNIA Partners Region 4 Education Service Center Contract R170501 Security System Materials and Supplies</td>
<td>Anixter, Inc. Phoenix, AZ</td>
<td>$500,000</td>
<td>Allows Maintenance to purchase security door hardware, key systems, combinations locks, etc. Currently approx 4-5 informal bids annually.</td>
<td>Discount off list price. Name brands used in the district: Schlage, Sargent, Tripp-lite.</td>
</tr>
<tr>
<td>2. National Joint Powers Alliance (NJPA) Contract 030817-CAR HVAC Systems, Installation and Service with Related Products and Supplies</td>
<td>Carrier Corp. Charlotte, NC</td>
<td>$1,000,000</td>
<td>Allows Maintenance to purchase from an alternate resource for HVAC units for emergency situations. HVAC equipment is in high demand, so having multiple sources ensures the district can procure HVAC equipment quickly and at a competitive price.</td>
<td>45-68.5% discount off list price. Can purchase Carrier HVAC units and refrigeration controls.</td>
</tr>
<tr>
<td>3. OMNIA Partners Region 4 Education Service Center Contract R210401 Technology Solutions, Products and Services</td>
<td>CDW Government, LLC Vernon Hills, IL</td>
<td>$2,000,000</td>
<td>Allows for purchase of technology for a variety of needs. The district can quickly adjust as standards change and meet needs by procuring a range of technology items in large volume if needed.</td>
<td>Percentage discounts by category. Examples of products include student and staff laptops, and classroom technology (doc cams, flat screen monitors).</td>
</tr>
<tr>
<td>4. OMNIA Partners Region 4 Education Service Center Contract R200401 HVAC Equipment, Installation, Services &amp; Related Products</td>
<td>Daikin Applied Americas, Inc. Minneapolis, MN</td>
<td>$1,000,000</td>
<td>Allows Maintenance to purchase from an alternate resource for HVAC chillers and controls for emergency situations. HVAC equipment is in high demand, so having multiple sources ensures the district can procure HVAC equipment quickly and at a competitive price.</td>
<td>Discount off list price. Can purchase Daikin 200-ton chiller.</td>
</tr>
<tr>
<td>5. OMNIA Partners University of California Contract 2021002889 General Lab Supplies and Distribution Services</td>
<td>Fisher Scientific, LLC Pittsburg, PA</td>
<td>$300,000</td>
<td>Provides an alternate resource for science instructional equipment and PPE related items.</td>
<td>Discounts by category and custom market baskets for educational agencies. Product portfolio includes PPE supplies (gloves, COVID test kits, masks).</td>
</tr>
<tr>
<td>Piggyback Contract</td>
<td>Supplier and Primary Location</td>
<td>Estimated Annual $</td>
<td>Purpose of Piggyback</td>
<td>Additional Information (pricing structure, examples of items purchasing)</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>----------------------------------------------------</td>
<td>--------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>6. OMNIA Partners Region 4 Education Service Center Contract R200402 HVAC Equipment, Installation, Services &amp; Related Products</td>
<td>Johnson Controls, Inc. Milwaukee, WI</td>
<td>$1,000,000</td>
<td>Allows Maintenance to purchase from an alternate resource for HVAC chillers and controls for emergency situations. HVAC equipment is in high demand, so having multiple sources ensures the district can procure HVAC equipment quickly and at a competitive price.</td>
<td>Discount percentage off list price. Can purchaser York chillers and controls.</td>
</tr>
<tr>
<td>7. Monson Sultana Joint Union Elementary Cooperative Bid and Deferred Purchase Agreement Modular Buildings</td>
<td>JTS Modular, Inc. Bakersfield, CA</td>
<td>$1,000,000</td>
<td>Allows Facilities to purchase modular classrooms as needed for program and enrollment needs. Facilities will leverage multiple portable building vendors to address stock availability, sustainability, and best value pricing.</td>
<td>These DSA approved classrooms are energy efficient (insulation, windows, HVAC, lighting, roofing), and building systems can be customized for to meet environmental health standards.</td>
</tr>
<tr>
<td>9. Central Valley Buying Group Washington Unified School District Contract: N/ A Paper Goods &amp; Packaging Supplies; Canned and Dry Food Items</td>
<td>Sysco Central California Modesto, CA</td>
<td>$350,000</td>
<td>Allows Nutrition Services to purchase paper products and food items at competitive pricing for a variety of menu options.</td>
<td>Items support student meal services.</td>
</tr>
<tr>
<td>10. OMNIA Partners Region 4 ESC – TX Contract R191204 Performing Arts Apparel, Instruments, Furnishings, Storage and Related Services</td>
<td>Wenger Corporation Owatonna, MN</td>
<td>$200,000</td>
<td>Allows Student Engagement to quickly meet musical storage and other site needs.</td>
<td>Price list available.</td>
</tr>
<tr>
<td>Piggyback Contract</td>
<td>Supplier and Primary Location</td>
<td>Estimated Annual $</td>
<td>Purpose of Piggyback</td>
<td>Additional Information (pricing structure, examples of items purchasing)</td>
</tr>
<tr>
<td>--------------------</td>
<td>--------------------------------</td>
<td>-------------------</td>
<td>----------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>11.</strong> OMNIA Partners Region 4 Education Service Center Contract R210503 Modular Buildings, Portable Storage and Relocatable Walkways Re-bid of previous contract that expired 09/30/2021.</td>
<td>Williams Scotsman, Inc. Fresno, CA</td>
<td>$1,000,000</td>
<td>Allows Facilities to purchase modular classrooms as needed for program and enrollment needs. Facilities will leverage multiple portable building vendors to address stock availability, sustainability, and best value pricing.</td>
<td>Rental/lease pricing based on duration. These DSA approved classrooms are energy efficient (insulation, windows, HVAC, lighting, roofing), and building systems can be customized for to meet environmental health standards.</td>
</tr>
<tr>
<td><strong>12.</strong> Desert Purchasing Group (DPG) Coop Palm Springs Unified School District RFP No. NS-20-01 Paper Non-Food Products</td>
<td>P&amp;R Paper Supply Co., Inc. Redlands, CA</td>
<td>$150,000</td>
<td>Allows Nutrition Services to purchase items used in providing student meals such as disposable gloves and bouffant caps.</td>
<td>Items support student meal services.</td>
</tr>
</tbody>
</table>
Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Rejection of Bid 22-16, Tenaya Middle School Office and Site/Walk Improvements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-16, for new steel picket and chain-link fencing and gates, concrete sidewalks, entry canopy, new main office exterior doors and landscape and lighting improvements at Tenaya Middle School to improve safety and security for students, staff and visitors. The project will replace existing grass areas in front of the Administration Office with concrete and install fencing, gates, and new office entry doors to create a single point of entry to the campus.

The request for bids was lawfully advertised on October 5, 2021. Notifications were sent to 94 firms plus five construction trade publications, and the district received three responses. Bids were opened November 2, 2021. Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount. The project scope will be evaluated for modification and rebid in the future.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Rejecting the bids results in no fiscal impact to the district at this time.

PREPARED BY: Ann Loorz, Executive Director, Purchasing
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple, Chief Operating Officer
SUPERINTENDENT APPROVAL:
FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION  
BID NO. 22-16, TENAYA MIDDLE SCHOOL OFFICE & SITE WALK IMPROVEMENTS

Bid Opening Date: November 2, 2021 prior to 2:01 P.M.  
Buyer: Panhia Moua

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>CITY</th>
<th>BASE BID 1 TENAYA MS OFFICE &amp; SITE WALK IMPROVEMENTS</th>
<th>ADD ALT. 1 SITE LIGHTING</th>
<th>ADD ALT. 2 SITE CONCRETE ENHANCEMENT</th>
<th>ADD ALT. 3 CANOPY STRUCTURE</th>
<th>ADD ALT. 4 HEALTH OFFICE REMODEL - 102, 103, 104, 105</th>
<th>TOTAL BID AMOUNT</th>
<th>RECOMMENDED AWARD AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis Moreno Construction, Inc.</td>
<td>Fresno</td>
<td>$457,394</td>
<td>$13,464</td>
<td>$7,916</td>
<td>$53,503</td>
<td>$150,469</td>
<td>$682,746</td>
<td>$0</td>
</tr>
<tr>
<td>Ardent General, Inc.</td>
<td>Fresno</td>
<td>$418,000</td>
<td>$11,700</td>
<td>$9,500</td>
<td>$66,000</td>
<td>$193,400</td>
<td>$698,600</td>
<td>$0</td>
</tr>
<tr>
<td>Caliber Contracting Services, Inc.</td>
<td>Fresno</td>
<td>$409,000</td>
<td>$21,450</td>
<td>$22,000</td>
<td>$66,550</td>
<td>$184,900</td>
<td>$703,900</td>
<td>$0</td>
</tr>
</tbody>
</table>

Low bid determined by combined total of Base Bid and all Alternates.

Staff recommends rejecting all bids due to low bid amount exceeding established budget.
AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratification of Addendum with New Life Physical Therapy Services, dba Goodfellow Therapy

ITEM DESCRIPTION: Included in the Board binders is an addendum with New Life Physical Therapy Services, dba Goodfellow Therapy in the amount of $96,000. The New Life Physical Therapy Services, dba Goodfellow will provide Occupational Therapy Services (OT) and Certified Occupational Therapist Assistants services with students who have been identified with these services on their Individualized Education Plans (IEP).

New Life Physical Therapy Services, dba Goodfellow Therapy currently has an approved Independent Contractor Services Agreement with Fresno Unified School District in the amount of $1,102,000 executed on June 16, 2021.

These supports are provided during classroom instruction, virtual instruction and/or during in class or out of classroom support as prescribed on their IEPs. OTs support students to reach both academic and non-academic achievements by addressing the physical, cognitive, psychosocial, and sensory components of performance.

The term of this addendum commenced October 11, 2021 and ends June 30, 2022.

FINANCIAL SUMMARY: Sufficient funds of $96,000 are available in the Special Education Department.

PREPARED BY: Dr. Tangee Pinheiro, Instructional Superintendent
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum, Chief Academic Officer
SUPERINTENDENT APPROVAL:
Addendum Proposal

New Life Occupational Therapy Services, dba Goodfellow Therapy (Provider) agrees to provide additional occupational therapy to Fresno Unified School District. District understands that Provider’s ability to provide occupational therapy practitioners is subject to the availability of Occupational Therapist Registered (OTR) or Certified Occupational Therapy Assistant (COTA). Unforeseen circumstances (i.e. maternity leave, medical leave, therapist moving) can impact availability of a therapist. Provider will do best to ensure that these unforeseen circumstances are covered, but cannot guarantee to do so based on the shortage of Occupational Therapy Practitioners in California.

<table>
<thead>
<tr>
<th>Specialty/Discipline:</th>
<th>Certified Occupational Therapy Assistant (COTA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Method of Service Delivery:</td>
<td>Onsite</td>
</tr>
<tr>
<td>If Onsite OTR is Not Available, are you open to virtual:</td>
<td>NO</td>
</tr>
<tr>
<td>Start Date:</td>
<td>October 11, 2021</td>
</tr>
<tr>
<td>End Date:</td>
<td>June 10, 2022</td>
</tr>
<tr>
<td>Daily Rate:</td>
<td>NA</td>
</tr>
<tr>
<td>Hourly Rate:</td>
<td>$80.00</td>
</tr>
<tr>
<td>Hours Per Day:</td>
<td>Maximum of 8 per day</td>
</tr>
<tr>
<td>Overtime:</td>
<td>Not authorized by district</td>
</tr>
<tr>
<td>Positions Requested by District:</td>
<td>Full-Time</td>
</tr>
<tr>
<td>Projected days for School Year:</td>
<td>150</td>
</tr>
<tr>
<td>Total Cost to District:</td>
<td>$96,000</td>
</tr>
<tr>
<td>Invoice Submitted to District By:</td>
<td>5th Day of Each Month</td>
</tr>
<tr>
<td>Payment by District:</td>
<td>30 Calendar Days from receipt of Invoice</td>
</tr>
<tr>
<td>Billing Contact: Name</td>
<td>Ebony Hailey, Program Manager</td>
</tr>
<tr>
<td>Billing Contact: Email</td>
<td><a href="mailto:ebony.hailey@fresnounified.org">ebony.hailey@fresnounified.org</a></td>
</tr>
<tr>
<td>Billing Contact: Address, State, Zip</td>
<td>Fresno Unified School District 1301 M Street Fresno, CA</td>
</tr>
<tr>
<td>Invoices Will Continue to Be Emailed To:</td>
<td><a href="mailto:shoushan.krikorian@fresnounified.org">shoushan.krikorian@fresnounified.org</a></td>
</tr>
<tr>
<td>Cell number for texting or if there is an emergency</td>
<td>Ebony Hailey: 559-240-1734</td>
</tr>
</tbody>
</table>

Scope of Work Summary: Provide Occupational Therapy Services to include direct, consultation, and compensatory services, reports, goal development, service documentation, and attendance in IEP meetings. Indirect services include travel, phone calls, set-up, treatment planning, and staff collaboration.

Fresno Unified School District:  
Authorized Representative  
Date:  

New Life, dba Goodfellow Therapy:  
Authorized Representative  
Date: 11/1/2021

Approved as to Form  
Date: 11/12/2021
Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

New Life Physical Therapy Services, P.C., dba Goodfellow

Vendor Name
(704) 277-6734 or (559) 228-9100 ext 502

Phone Number

From: October 11, 2021

Term (Duration)
FUSD Contract Administrator:
Dr. Ebony Hailey

Name

Budget (Fund-Unit-Dept.-Activity-Object)

060-6500-0782-5760-3150-5110

Annual Cost $96,000.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the “Michelle Montoya” Act, as required therein.

Yes ☑ No ☐

Scope of Work Summary:
To provide Certified Occupational Therapy Assistant (COTA) to sites.

Date Item is to appear on Board of Education Agenda: Agenda Item # 1 (Contracts of $15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Reviewed & approved by Executive Director, Risk Management:

Please return signed contract to:
Malarie Silos
Name

Signed
Andrew L. Finn
Date 11/12/2021

Department
# Fresno Unified School District
## Contract Routing Form

Completed independent contract agreement must be attached

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>2505 W. Shaw Ave., #101 Fresno, CA 93711</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Life Physical Therapy Services, P.C., dba Goodfellow</td>
<td></td>
</tr>
<tr>
<td>(704) 277-6734 or (559) 228-9100 ext. 502</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td>Address</td>
</tr>
<tr>
<td>July 1, 2021</td>
<td>Elizabeth Stafford Ajello</td>
</tr>
<tr>
<td>From:</td>
<td>Vendor Contact</td>
</tr>
<tr>
<td>Term (Duration)</td>
<td>Through: June 30, 2022</td>
</tr>
<tr>
<td>FUSD Contract Administrator:</td>
<td></td>
</tr>
<tr>
<td>Ebony Hailey</td>
<td>Special Education Department</td>
</tr>
<tr>
<td>Name</td>
<td>559-457-3220</td>
</tr>
<tr>
<td>Budget (Fund-Unit-Depi-Activity-Object)</td>
<td>Site/ Dept</td>
</tr>
<tr>
<td>060-6500-0782-5760-3150-5110</td>
<td>Telephone number</td>
</tr>
<tr>
<td>Annual Cost $1,102,000.00</td>
<td>(Contract will not be authorized to exceed this amount w/o BOE approval)</td>
</tr>
<tr>
<td>Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the “Michelle Montoya” Act, as required therein</td>
<td>Yes [ ] No [ ]</td>
</tr>
</tbody>
</table>

**Scope of Work Summary:**

Provide Occupational Therapy to students eligible per students IEP. Provide assessment, screening, observation, consultation, direct treatment, goals/objectives for IEPs, daily documentation, IEP reports and attendance at IEP meetings. The scope of work will include 7 FTE Occupational Therapist Registered/Licensed (OTR/L). The OT FTB will consist of 180 school days, 8 hours per day. Vendor will not solicit services directly. Special Education Staff will be solely responsible for referring parent/students to Vendor.

---

**Date Item is to appear on Board of Education Agenda:**

06/16/21

**Agenda Item #** (Contracts of $15,000.00 or more)

Signed Date

04-27-21

**Reviewed & approved by Cabinet Level Officer:**

Signed Date

**Reviewed & approved by Executive Director, Risk Management:**

Signed Date

**Please return signed contract to:**

Mariana Silos

**Name**

**Department**
Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION
Special Education Department
060-6500-0782-57600-5150-5110

District Contact Person: Ebony Hailey

Budget Manager Approval:

Contractor's Vendor Name: New Life Physical Therapy Services, P.C., dba Goodfellows

Contractor's Contact Person: Elizabeth Stafford Ajello

Contractor's Title: Senior Vice President

Contractor's Telephone Number: (704) 277-6734 or (559) 228-9100 ext. 502

Contractor's E-mail: lajello@healthpro-heritage.com / john@gttherapy.com

Contractor's Address: 2505 W. Shaw Ave., #101 Fresno, CA 93711

Contractor's Taxpayer ID# or SSN#: 81-5145975

This Independent Contractor Services Agreement is made and entered into effective 07/01/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor") New Life Physical Therapy.

1. Contractor Services. Contractor agrees to provide

Provide Occupational Therapy to students eligible per students IEP. Provide assessment, screening, observation, consultation, direct treatment, goals/objectives for IEPs, daily documentation, IEP reports and attendance at IEP meetings. The scope of work will include 7 FTE Occupational Therapist Registered/Licensed (OTR/L). The OT FTE will consist of 180 school days, 8 hours per day. Vendor will not solicit services directly. Special Education Staff will be solely responsible for referring parent/students to Vendor.
2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on 07/01/21, and shall terminate on 06/30/22. There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of $95.00 per Hour, not to exceed $1,102,000. Checks will be made payable to New Life Physical Therapy Services, P.O. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.**
   - Lodging $0.00 Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.
   - Meals $0.00 Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. *Receipt Required.
   - Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   - Supplies $0.00 As negotiated with school/department contracting for service.
   - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $1,102,000.

6. **Employment.** Are you a current FUSD employee?
   - Yes
   - No

7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree?
   - Yes
   - No

8. **California Residency.** Contractor is a resident of the state of California:
   - Yes
   - No

9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: [http://www.pccpas.com/fresno-unified-fraud-alert](http://www.pccpas.com/fresno-unified-fraud-alert). The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. **Conflict of Interest.** In consideration of the District's Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

    Contractor's initials __________

    District's initials __________

11. **Anti-discrimination.** Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District’s Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnouified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

12. **Termination of Agreement.** Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work.
Board Meeting Date: December 08, 2021

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Agreement with Good Company Players for Fifth Graders to See Founding Fathers and Mothers

ITEM DESCRIPTION: Included in the Board binders is an agreement with Good Company Players who will produce the play, “Founding Fathers and Mothers,” aligned to fifth grade standards to be performed for all fifth-grade students. Included in the agreement work are rehearsals and performances; director, sets and lighting; projections; costuming; stage management; sound production, and other technical support as needed. There is also a history lesson that goes with the play that can be utilized to support the learning.

FINANCIAL SUMMARY: Sufficient funds in the amount of $28,404 are available in the Visual and Performing Arts budget.

PREPARED BY: Heather Kuyper-McKeithen, Department of Student Engagement

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

FINANCIAL SUMMARY: Sufficient funds in the amount of $28,404 are available in the Visual and Performing Arts budget.

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

SUPERINTENDENT APPROVAL:
Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Good Company Players

Vendor Name
559-266-0211

Phone Number

From: October 27, 2021

Term (Duration)

FUSD Contract Administrator:
Heather Kuyper-McKeithen

Name

Budget (Fund-Unit-Dept.-Activity-Object)

Annual Cost $28,404.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the “Michelle Montoya” Act, as required therein.

Yes ☑ No □

Scope of Work Summary:
Good Company Players will produce the play "Founding Fathers...and Mothers", aligned to fifth grade standards to be performed for all fifth grade students. Included in this work are rehearsals and performances; director; sets and lighting; projections; costuming; stage management; sound and tranch production, and other technical support as needed.

1105 N. Wishon, Fresno, CA 93728

Address
Laurie Pessano

Vendor Contact

Through: June 5, 2022

Visual and Performing Arts 248-7173

Site/Dept
030-0727-0168-5899-1110-1000

Telephone number

Date Item is to appear on Board of Education Agenda:

Agenda Item #: (Contracts of $15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Reviewed & approved by Executive Director, Risk Management:

Please return signed contract to:
Heather Kuyper-McKeithen

Name

Signed
D. Wells
Date 10/01/2021

Signed
Date 10/5/2021

Visual and Performing Arts Department

Department

Fresno Unified Independent Contract

Revised 10/04/2020
Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0727-0168-5899-1110-1000
District Contact Person: Heather Kuyper-McKeithen
Budget Manager Approval: [Signature]
Contractor’s Vendor Name: Good Company Players
Contractor’s Contact Person: Laurie Pessano
Contractor’s Title: Creative Director
Contractor’s Telephone Number: 559-266-0211
Contractor’s E-mail: Laurie@geplayers.com
Contractor’s Address: 1105 N. Wishon, Fresno, CA 93728

Contractor’s Taxpayer ID# or SSN#: 

This Independent Contractor Services Agreement is made and entered into effective 10/27/21 (the “Effective Date”) by and between the Fresno Unified School District (“District”) and (“Contractor”).

1. Contractor Services. Contractor agrees to provide ______

Good Company Players will produce the play "Founding Fathers...and Mothers", aligned to fifth grade standards to be performed for all fifth grade students. Included in this work are rehearsals and performances; director; sets and lighting; projections; costuming; stage management; sound and technical production, and other technical support as needed.
2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on **10/27/21**, and shall terminate on **06/05/22**. There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of $28,404.00 per product. Not to exceed $28,404.00. Checks will be made payable to Good Company Players. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.**
   - [ ] Yes (See below)
   - [ ] No, Vendor initial here
   
   a. Lodging [ ] Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.*
   b. Meals [ ] Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. *Receipt Required.*
   c. Travel [ ] Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies [ ] As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $28,404.00
   f. Other [ ]

6. **Employment.** Are you a current FUSD employee?
   - [ ] Yes
   - [ ] No

7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree?
   - [ ] Yes
   - [ ] No

8. **California Residency.** Contractor is a resident of the state of California:
   - [ ] Yes
   - [ ] No

9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: [http://www.ppecas.com/fresno-unified-fraud-alert](http://www.ppecas.com/fresno-unified-fraud-alert). The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. **Conflict of Interest.** In consideration of the District's Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

   Contractor’s initials [ ]
   District’s initials [ ]

11. **Anti-discrimination.** Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District’s Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

12. **Termination of Agreement.** Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work.
performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

13. Confidential Information

a. For the purposes of this Agreement “Confidential Information” includes any written or oral information or data disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants, and other professional advisors having a “need to know,” and who are themselves bound by similar nondisclosure restrictions (collectively, “Representatives”). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District’s permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure
or misuse of the District’s Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor’s use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses.

a. The Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting “Contractor” indemnification, it is agreed that “Contractor” shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million ($1,000,000) dollars per occurrence, two million ($2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million ($1,000,000) dollars per occurrence. In the event “Contractor” is working with students individually or providing professional services to students, “Contractor” shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that “Contractor’s” Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than $1,000,000 per claim and $3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply: 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require “Contractor” to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The “Contractor” policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. “Contractor” shall produce the policy for District, upon request.
17. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

18. **Workers' Compensation Insurance.** Contractor agrees to provide all necessary workers' compensation insurance for Contractor’s employees, if any, at Contractor’s own cost and expense.

19. **Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor’s employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. “Fingerprinting Requirements,” is expressly understood and agreed to by the parties hereto:

   Contractor’s initials [signature] District’s initials [signature]

20. **Taxes.** Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

21. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. **Waiver and Amendments.** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. **Attorney’s Fees.** The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney’s fees, incurred by the prevailing party in resolving such dispute.
27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:
Ann Loorz
Purchasing Department
Fresno Unified School District
4498 N. Brawley Avenue Fresno, CA 93722

Contractor: Good Company Players
Name: Laurie Pessano
Address:
1105 N. Wishon
Fresno, CA 93728

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

33. Board Approval. For contracts in excess of $15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.
Executed at Fresno, California, on the date and year first written above.

**DISTRICT**
Fresno Unified School District

________________________
Santino Danisi, Chief Financial Officer

Date

**CONTRACTOR**
Good Company Players

Laurie Pessano, Creative Director

Name: Laurie Pessano, Title: Creative Director

Date: 9/29/2021

Approved As To Form:

________________________
Andrew De La Torre, Executive Director
Benefits and Risk Management

Date: 10/5/2021

Fresno Unified Independent Contract
GOOD COMPANY PLAYERS' "FOUNDING FATHERS & MOTHERS"
BUDGET 2022
9/22/2021

ROYALTIES: $ - 0 -

SET:
- Rental/Refurbishment/Set-up/Strike: $ 2,000
- Crew: RSA Students supervised by GCP Stage Manager $ - 0 -

LIGHTING:
- Design & Plot: GCP Designer $ 1,000
- Lighting Crew: GCP Staff $ 750

PROJECTIONS:
- Design Installation, training $ 600
- Video Technician (GCP) $ 850

SOUND:
- Design: No additional expense anticipated $ - 0 -
- Trax Production: A little editing anticipated $ 350
- Crew: GCP Staff running cues $ 850
  (RSA students run mics)

COSTUMES:
- Refurbishment & Repair: $ 2,000
- Rental (Storage/Set-up/Transport/Strike): $ 1,000
- Crew: RSA Students supervised by GCP Stage Manager $ - 0 -

PROPS:
- Rental/Refurbishment/Transport/Set-Up/Strike $ 750
- Crew: RSA Students supervised by GCP Stage Manager $ - 0 -

STAGE MANAGER: (Backstage) provided by GCP: $ 1,200

DIRECTOR: $ 2,000

VOCAL COACH: $ - 0 -

PRODUCTION MANAGER: $ 1,200

ACTORS $10,000

Subtotal: $ 24,550

GCP Administrative costs: $ 3,854

TOTAL: $ 28,404.00
AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Grant Application to the California Department of Rehabilitation for the We Can Work Grant

ITEM DESCRIPTION: Approval is requested for the grant application and funding from the California Department of Rehabilitation for the We Can Work grant.

Fresno Unified School District has again been awarded the “We Can Work” grant through the California Department of Rehabilitation. The grant provides work training that delivers pre-employment transition services to high school and post-secondary students between the ages of 16-21 with active Individualized Education Program goals and objectives. The work training promotes movement from school to successful community employment with paid work experiences at sites for up to $1,000 per student.

The California Department of Rehabilitation will reimburse Fresno Unified School District 100% of allowable program costs, up to $293,157, with the understanding if more funds become available through the Department of Rehabilitation, the grant amount will increase.

This is a three-year grant for fiscal years 2021/22, 2022/23, and 2023/24. Fresno Unified School District was also awarded this grant for the previous two years.

FINANCIAL SUMMARY: Fresno Unified School District will be reimbursed 100% of allowable program costs, up to $293,157.

PREPARED BY: Dr. Tangee Pinheiro, Instructional Superintendent
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum, Chief Academic Officer
SUPERINTENDENT APPROVAL:
Board Meeting Date: December 08, 2021

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 20-19, Fresno High School Career Technical Education (CTE) Building Construction, Change Order 8 includes but may not be limited to: add cord reels and mounting brackets; upgrade downspout materials; relocate dust collector; add electrical feeder conductors; relocate fire alarm equipment; add roll-up door safety equipment; and relocate irrigation controllers and booster pump.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount:</td>
<td>$7,814,000</td>
</tr>
<tr>
<td>Change Order(s) previously ratified:</td>
<td>$417,071</td>
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<tr>
<td>Change Order 8 presented for ratification:</td>
<td>$88,091</td>
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<td>New Purchase Order Amount:</td>
<td>$8,319,162</td>
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</tbody>
</table>

Bid 21-11, Edison High School Gymnasium Addition, Change Order 5 includes but may not be limited to: add plywood wall panels; relocate water lines; remove concrete cabinet bases; and add security cameras.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount:</td>
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<td>Change Order(s) previously ratified:</td>
<td>$268,077</td>
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<td>Change Order 5 presented for ratification:</td>
<td>$62,585</td>
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<tr>
<td>New Purchase Order Amount:</td>
<td>$10,293,662</td>
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</table>

Bid 21-25, Hoover High School Career Technical Education (CTE) Building and Construction Trades, Classroom Shop Improvements, Change Order 3 includes but may not be limited to: add fire alarm controls to canopy fire sprinklers; add seismic restraint to light fixtures; repair unmarked electrical; relocate power to shop equipment; modify dust collector ductwork and power; and improve office spaces for student support services.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount:</td>
<td>$1,327,200</td>
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<tr>
<td>Change Order(s) previously ratified:</td>
<td>$78,839</td>
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<td>Change Order 3 presented for ratification:</td>
<td>$40,889</td>
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<td>New Purchase Order Amount:</td>
<td>$1,446,928</td>
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</table>
Bid 21-37, Hoover High School Multipurpose Room HVAC Replacement, Change Order 1 includes but may not be limited to: Abate additional hazardous material; replace chilled water control valves; add two-way control valves at boilers; and credit for elimination of floor sinks.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount:</td>
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<tr>
<td>Change Order(s) previously ratified:</td>
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<td>Change Order 1 presented for ratification:</td>
<td>$12,304</td>
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<td>New Purchase Order Amount:</td>
<td>$1,140,304</td>
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All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funding in the amount of $141,284 is available in the Measure X Fund for Bids 20-19, 21-25 and 21-37, and $62,585 is available in the School Facilities Fund for Bid 21-11.

PREPARED BY: Ann Loorz, Executive Director, Purchasing
usahaan Loorz   DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple, Chief Operating Officer

SUPERINTENDENT APPROVAL:
CHANGE ORDER

CHANGE ORDER No.: 008
DSA File No.: 10-H8
Application No.: 02-117712

CONTRACTOR: Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No.: 17-74
FUSD BID/CONTRACT No.: 20-19
CONTRACTOR P.O. No.: 607376

Change Order: not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was .......................................................... $ 7,814,000.00
Net change by previously authorized Change Orders .............................................. $ 417,076.14
The Contract Sum prior to this Change Order was .............................................. $ 8,231,076.14
The Contract Sum will be adjusted by .............................................................. $ 88,090.90
The new Contract Sum, including this Change Order will be ..................................... $ 8,319,161.04
The Contract Completion date prior to this Change Order was .............................. 9/18/2021
The Contract Time will be adjusted by .............................................................. 10 Calendar Days
The new Contract Completion date, including this Change Order is therefore ................... 9/28/2021

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:
SIM-PBK.
7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

Ralph C. Sullivan

Date: 10/08/2021

Accepted by:
Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

CONTRACTOR:

By: Stephen Davis
Date: 10/8/2021

Authorized by:
Fresno Unified School District
4600 W. Brawley
Fresno, CA 93722

By: Alex Belanger
Date: 10/15/21

Change Order Summary
Page 1 of 1
Item 8-1

DESCRIPTION OF CHANGE:
Provide eight additional electrical cord reels with mounting brackets and four mounting brackets for current contract scope reels in Construction Shop 104.

REASON FOR CHANGE:
Construction documents showed cord drops where reels were required at eight locations. Four reels required additional mounting brackets.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
040-R2 - RFI 140

Amount of this Change Order Item: Increase $22,920.34
Time adjustment by this Change Order Item: Increase 0 Days

Item 8-2

DESCRIPTION OF CHANGE:
Provide and install two 4" galvanized steel downspouts at southeast corner of the building.

REASON FOR CHANGE:
Change in material requested to align with District Standards.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCR 080 - RFI 213

Amount of this Change Order Item: Increase $13,911.81
Time adjustment by this Change Order Item: Increase 0 Days

Item 8-3

DESCRIPTION OF CHANGE:
Added ductwork required for revised dust collector location at Construction Shop 104.

REASON FOR CHANGE:
Dust collection system relocated to allow manufacturer's minimum clearances.

CHANGE CATEGORY:
E&O

DOCUMENT REFERENCE:
CCR 083 - RFI 205

Amount of this Change Order Item: Increase $1,149.50
Time adjustment by this Change Order Item: Increase 0 Days
Item 8-4

DESCRIPTION OF CHANGE:
Provide approximately 40' 3-1/2" EMT conduit with four 500 MCM and one #1 conductors between 225KVA transformer and panel DB.

REASON FOR CHANGE:
Electrical feeder from transformer to panel "DB" not included in project documents.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
CCR 084 - RFI 195

Amount of this Change Order Item: Increase $ 5,930.85
Time adjustment by this Change Order Item: Increase 0 Days

Item 8-5

DESCRIPTION OF CHANGE:
Repair ground wire at MSB near northwest corner of CTE Building. Place round concrete hand hole six feet away from transformer. Mount flush with final grade. Insert 3/4" dia x 10'-10" long ground rod and extend to new rod.

REASON FOR CHANGE:
Ground wire embedded in existing concrete and sustained damage during demo.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
CCR 087 - RFI 67

Amount of this Change Order Item: Increase $ 723.02
Time adjustment by this Change Order Item: Increase 0 Days

Item 8-6

DESCRIPTION OF CHANGE:
Add remote fire alarm smoke detector monitoring modules at high attic spaces.

REASON FOR CHANGE:
Fire alarm monitor modules relocated to more accessible location for easier access, testing, and long-term maintenance.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCR 088-R1 - RFI 219

Amount of this Change Order Item: Increase $ 22,428.68
Time adjustment by this Change Order Item: Increase 10 Days
Item 8-7
DESCRIPTION OF CHANGE:
Provide and install conduit, boxes, and sensors for three rollup doors.

REASON FOR CHANGE:
Safety sensors added for enhanced student and staff safety.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCR 089

Amount of this Change Order Item: Increase $ 7,599.66
Time adjustment by this Change Order Item: Increase 0 Days

Item 8-8
DESCRIPTION OF CHANGE:
Add fire alarm interconnection with rollup door and fire alarm system.

REASON FOR CHANGE:
Overhead door in fire rated wall system required to be connected to fire alarm. Plans do not show connection.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
CCR 090 - RFI 221

Amount of this Change Order Item: Increase $ 2,337.73
Time adjustment by this Change Order Item: Increase 0 Days

Item 8-9
DESCRIPTION OF CHANGE:
Relocate irrigation timer pedestals to southeast corner of Maintenance enclosure.

REASON FOR CHANGE:
Location shown on plans for irrigation timers with new domestic water booster pump.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
CCR 091 - RFI 225

Amount of this Change Order Item: Increase $ 1,645.94
Time adjustment by this Change Order Item: Increase 0 Days
**CHANGE ORDER**

**Item 8-10**  
**DESCRIPTION OF CHANGE:**  
Provide new electrical raceway, conductors, transformer, and equipment to feed irrigation booster pump and irrigation controllers in equipment yard northwest of CTE Building.

**REASON FOR CHANGE:**  
Electrical circuit required for irrigation pump but not shown on electrical drawings.

**CHANGE CATEGORY:**  
Designer E & O.

**DOCUMENT REFERENCE:**  
CCR 093 - RFI 224

<table>
<thead>
<tr>
<th>Amount of this Change Order Item:</th>
<th>Increase $ 9,443.37</th>
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</thead>
<tbody>
<tr>
<td>Time adjustment by this Change Order Item:</td>
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</table>

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**  
Increase $ 88,090.90

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**  
Increase 10 Days

*** End of CHANGE ORDER ***
# Project Financial Summary

**Facilities Management & Planning**

**Project:** Fresno High School Career Technical Education Building Construction  
**Contractor:** Davis Moreno Construction  
**DSA #:** 02-117712  
**BID #:** 20-19  
**Architect:** SIM-PBK  
**Date:** 10/14/2021  
**Change Order:** 008

## Contract Summary:

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<td>Base Bid B-1: Folding Partition Wall</td>
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**Total Agreement Amount:** $7,814,000.00

## Contract Adjustments:

<table>
<thead>
<tr>
<th>Contract Adjustments</th>
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<th>Designer E &amp; O</th>
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<tbody>
<tr>
<td>CO #001</td>
<td>$2,910.59</td>
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<td>$723.02</td>
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**Totals:** $107,332.80 1%  $1,483.45 0%  $38,503.66 0%  $357,623.59 5%  $217.54 0%  $505,161.04 $505,161.04 6.5%

**Total Contract Amount with Adjustments:** $8,319,161.04
PROJECT NAME:
Edison High School New Auxiliary Gym Bldg Additions
540 E. California Avenue
Fresno, CA 93706

CONTRACTOR:
BMY Construction Group Inc
5485 E. Olive Ave
Fresno, CA 93727

CHANGE ORDER

CHANGE ORDER No. : 005
DSA File No. : 10-HB
Application No. : 02-117976

DESIGNER'S PROJECT No. : 1938
FUSD BID/CONTRACT No. : 21-11
CONTRACTOR P.O. No. : 696634

The original Contract Sum was $9,963,000.00
Net change by previously authorized Change Orders $268,075.30
The Contract Sum prior to this Change Order was $10,231,075.30
The Contract Sum will be adjusted by $62,584.60
The new Contract Sum, including this Change Order will be $10,293,660.90
The Contract Completion date prior to this Change Order was 6/3/2022
The Contract Time will be adjusted by 0 (0) Calendar Days
The new Contract Completion date, including this Change Order is therefore 6/3/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:
Darden Architects, INC.
6790 N. West Ave
Fresno, CA 93711
ARCHITECT/ENGINEER:
By: Antonio Avila AIA
Date: 10/04/2021

Accepted by:
BMY Construction Group, Inc
5485 E. Olive Ave
Fresno CA 93727
CONTRACTOR:
By: Mike Jones
Date: 9/29/2021

Authorized by:
Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:
By: Alex Belanger
Date: 12/15/2021
You are directed to make the following changes in this Contract:

**Item 5-1**

**DESCRIPTION OF CHANGE:**
Provide all labor, materials and equipment to add additional signs to Restrooms 121 and 122.

**REASON FOR CHANGE:**
The DSA approved Drawings did not include door signage to the restrooms 121 and 122.

**CHANGE CATEGORY:**
Designer E & O.

**DOCUMENT REFERENCE:**
RFI 045

Amount of this Change Order Item: Increase $820.60
Time adjustment by this Change Order Item: Increase 0 Days

**Item 5-2**

**DESCRIPTION OF CHANGE:**
Provide 3/4" plywood backing in Gym storage 111 and storage room 118.

**REASON FOR CHANGE:**
To facilitate support of school athletic facility storage of equipment.

**CHANGE CATEGORY:**
District requested change.

**DOCUMENT REFERENCE:**
RFP 13

Amount of this Change Order Item: Increase $8,381.00
Time adjustment by this Change Order Item: Increase 0 Days

**Item 5-3**

**DESCRIPTION OF CHANGE:**
Repair and reconnect 6" water line running through existing building footing.

**REASON FOR CHANGE:**
Existing Snack Bar building footing had unknown water main encased in concrete that was to be removed. Water line required rerouting to allow footing demolition.

**CHANGE CATEGORY:**
Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item: Decrease $2,878.00
Time adjustment by this Change Order Item: Increase 0 Days
**Description of Change:**
Additional steel drafting and detailing to revise beam locations to align with basketball goal locations.

**Reason for Change:**
Beam locations shown in contract documents not aligned with required goal mounting locations.

**Change Category:**
Designer: C & O.

**Document Reference:**
RFI 054

Amount of this Change Order Item: Increase $1,076.00
Time adjustment by this Change Order Item: Increase 0 Days

---

**Description of Change:**
Add five stationary surveillance cameras and two PTZ cameras; add two locations for monitors at Lobby; add one additional DVR with cabinet and accessories per District Standards; and up-size and add conduit to accommodate new equipment locations.

**Reason for Change:**
Camera scope in base contract expanded to meet updated District camera requirements.

**Change Category:**
District requested change.

**Document Reference:**
RFP 14R

Amount of this Change Order Item: Increase $47,965.00
Time adjustment by this Change Order Item: Increase 0 Days

---

**Description of Change:**
Remove existing concrete cabinet bases at Vestibule 123.

**Reason for Change:**
Concrete bases discovered under cabinets that were demolished previously.

**Change Category:**
Unknown, Unforeseeable, Hidden condition.

**Document Reference:**
RFP 14R

Amount of this Change Order Item: Increase $1,464.00
Time adjustment by this Change Order Item: Increase 0 Days

---

**Total Contract Sum Adjustment by this Change Order:**
Increase $62,584.60

**Total Contract Time Adjustment by this Change Order:**
Increase 0
## Project Financial Summary

**Facilities Management & Planning**

**Project Name:** Edison HS Gym Addition  
**Date:** 10/06/21  
**Contractor:** BMY Construction  
**Architect:** Darden Architects  
**Change Order:** 005

### Contract Summary:

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<thead>
<tr>
<th>Bid Award Amount(s)</th>
<th>Edison HS Gym Addition</th>
<th>$ 9,963,000.00</th>
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<tr>
<td><strong>Total Agreement Amount:</strong></td>
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### Contract Adjustments:

<table>
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<th>Designer E &amp; O</th>
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<tbody>
<tr>
<td>CO #001</td>
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<tr>
<td><strong>Totals:</strong></td>
<td><strong>$ 107,635.80</strong></td>
<td><strong>1%</strong></td>
<td><strong>$ 65,690.50</strong></td>
<td><strong>2%</strong></td>
<td><strong>0%</strong></td>
<td><strong>$ 330,660.90</strong></td>
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</table>

**Total Contract Amount with Adjustments:**  

| Total Contract Amount with Adjustments | $ 10,293,660.90 |
PROJECT NAME:
Hoover High School
Career Technical Education & Construction Trades CR Shop Improvements
5550 N. First Street, Fresno CA 93710

CONTRACTOR:
BVI Construction, Inc.
5750 E. Shields Ave, Suite 102
Fresno CA 93727

DESIGNER'S PROJECT No.:
3859

FUSD BID/CONTRACT No.:
21-25

CONTRACTOR P.O. No.:
698499

CHANGE ORDER No.:
003

DSA File No.:
10-H8

Application No.:
02-118284

CHANGE ORDER

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was ................................................................. $ 1,327,200.00
Net change by previously authorized Change Orders ................................ $ 78,833.14
The Contract Sum prior to this Change Order was .................................... $ 1,406,033.14
The Contract Sum will be adjusted by ....................................................... $ 40,883.33
The new Contract Sum, including this Change Order will be .................... $ 1,446,925.47
The Contract Completion date prior to this Change Order was .................. 9/11/2021
The Contract Time will be adjusted by ....................................................... (55) Calendar Days
The new Contract Completion date, including this Change Order is therefore ................................. 11/5/2021

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:
Darden Architects, Inc.
6790 N. West Avenue
Fresno, CA 93711
ARCHITECT/ENGINEER:
By: Mike Fennacy AIA
Date: 10/20/2021

Accepted by:
BVI Construction, Inc.
5750 E. Shields Ave, Suite 102
Fresno CA 93727
CONTRACTOR:
By: Ken Grey
Date: 10/20/2021

Authorized by:
Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:
By: Alex Belanger
Date: 6/22/2021

Change Order Summary
Page 1 of 1
You are directed to make the following changes in this Contract:

Item 3-1  DESCRIPTION OF CHANGE:  Provide additional powered Exit Sign in CAD Lab at Door D70a

REASON FOR CHANGE:  Door D70a became a required exit in redesigned support office spaces in previous Change Order.

CHANGE CATEGORY:  District requested change.

DOCUMENT REFERENCE:  RFP 01

Amount of this Change Order Item: 
Time adjustment by this Change Order Item:  
Increase $ 611.69
Increase  2 Days

Item 3-2  DESCRIPTION OF CHANGE:  Added Fire Alarm Work: connect PIV and tamper switch to the fire alarm panel.

REASON FOR CHANGE:  Final connection of CTE Shade Structure fire sprinkler controls required to complete interior alarm work.

CHANGE CATEGORY:  District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item: 
Time adjustment by this Change Order Item:  
Increase $ 1,319.55
Increase  4 Days

Item 3-3  DESCRIPTION OF CHANGE:  Added lateral seismic bracing cables at existing light fixtures in room D72.

REASON FOR CHANGE:  Existing pendant light fixtures required seismic restraints to comply with current code.

CHANGE CATEGORY:  Governing agency required change after document approval.

DOCUMENT REFERENCE:  Supplemental Instruction 12

Amount of this Change Order Item: 
Time adjustment by this Change Order Item:  
Increase $ 6,273.61
Increase  6 Days
Item 3-4

DESCRIPTION OF CHANGE:
Cost to repair 225 feet of unmarked electrical wire cut during slab demo.

REASON FOR CHANGE:
To repair damaged wire and service.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item: Increase $6,126.71
Time adjustment by this Change Order Item: Increase 4 Days

Item 3-5

DESCRIPTION OF CHANGE:
Move light fixture in CAD Lab to clear IDF cabinet operation.

REASON FOR CHANGE:
IDF cabinet relocated to satisfy structural requirements causing a conflict with existing light fixture.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item: Increase $1,160.04
Time adjustment by this Change Order Item: Increase 5 Days

Item 3-6

DESCRIPTION OF CHANGE:
Revised Power feeds to shop equipment.

REASON FOR CHANGE:
Power requirements for several pieces of shop equipment needed to be revised for operation.

CHANGE CATEGORY:
Designer E & J.

DOCUMENT REFERENCE:

Amount of this Change Order Item: Increase $9,687.15
Time adjustment by this Change Order Item: Increase 8 Days
CHANGE ORDER

Item 3-7
DESCRIPTION OF CHANGE:
Add a diverter shield elbow to the Saw Dust Collector.

REASON FOR CHANGE:
Saw dust collection equipment includes an emergency exhaust opening that is to be redirected away from student and staff areas.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 10

Amount of this Change Order Item: Increase $ 3,123.34
Increase 15 Days

Time adjustment by this Change Order Item:

Item 3-8
DESCRIPTION OF CHANGE:
Dust Collector Additional Electrical Connection.

REASON FOR CHANGE:
Electrical connection of saw dust collector to control panel.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
Supplemental Instruction 16

Amount of this Change Order Item: Increase $ 3,839.01
Increase 6 Days

Time adjustment by this Change Order Item:

Item 3-9
DESCRIPTION OF CHANGE:
Provide floor transition strips at openings.

REASON FOR CHANGE:
For protection and transitions to shop area concrete topping slab at openings D70c, D74a, D82a, and roll up door openings D72c and D72d.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
Supplemental Instruction 14

Amount of this Change Order Item: Increase $ 3,462.25
Increase 5 Days

Time adjustment by this Change Order Item:
DESCRIPTION OF CHANGE:
Add one plumbing access panel; one 5x7 marker board; change door threshold; change window sizes at Doors 73A and 74A; add one air drop with shutoff valve at east wall of CAD lab.

REASON FOR CHANGE:
Miscellaneous changes to complete work of redesigned support office spaces.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 03

Amount of this Change Order Item: Increase $5,284.94
Time adjustment by this Change Order Item: Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE $40,888.33
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 55 DAYS

***End of CHANGE ORDER***
## Project Financial Summary

### Project Name: Hoover High School Career Technical Education
Building and Construction Trades Classroom Imprv

### DSA #: 02-118284

### BID #: 21-25

### Date: 10/21/21

### Contractor: BVI Construction Inc.

### Architect: Darden Architects

### Change Order: #003

### Bid Award Amount(s)

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<th>Description</th>
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<td>Additive Alternate 1A Work Benches</td>
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**Total Agreement Amount:** $1,327,200.00

### Contract Adjustments:

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<th>Contract Adjustments:</th>
<th>District Requested</th>
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<th>Unknown, unforeseen, hidden</th>
<th>Designer E &amp; O</th>
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<tbody>
<tr>
<td>CO #001</td>
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**Totals:** $64,333.05  5%  $6,273.61  0%  $28,490.40  2%  $20,629.41  2%  $119,726.47  0%  $119,726.47  9.0%  

**Total Contract Amount with Adjustments:** $1,446,926.47
CHANGE ORDER

PROJECT NAME:
Hoover High School - Multipurpose Building
HVAC Equipment Replacement

CONTRACTOR:
Strategic Mechanical
4661 E. Commerce Ave.
Fresno, CA 93725

DESIGNER'S PROJECT No.:
20055

FUSD BID/CONTRACT No.:
21-37

CONTRACTOR P.O. No.:
00000701364

CHANGE ORDER NO.:
001

DSA File No.:
10-48

Application No.:
02-118643

The original Contract Sum was $1,128,000.00
Net change by previously authorized Change Orders $-
The Contract Sum prior to this Change Order was $1,128,000.00
The Contract Sum will be adjusted by $12,303.40
The new Contract Sum, including this Change Order will be $1,140,303.40
The Contract Completion date prior to this Change Order was 9-Oct-21
The Contract Time will be adjusted by (0) Calendar Days
The new Contract Completion date, including this Change Order is therefore 9-Oct-21

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:
Lawrence Eng. Group
7084 N. Maple, Suite 101
Fresno, CA 93720

Accepted by:
Strategic Mechanical
4661 E. Commerce Ave.
Fresno, CA 93725

Authorized by:
Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

ARCHITECT/ENGINEER:
[Signature]
Date: 10/5/21

CONTRACTOR:
[Signature]
By: Lonnie Petty
Date: 10/5/21

OWNER:
[Signature]
By: Jason Duke
Date: 10/6/2021
You are directed to make the following changes in this contract:

Item 1-1

**DESCRIPTION OF CHANGE:**
Provide all labor and materials as required to perform the following:
Remove asbestos as outlined in the Asbestos & Lead Survey Report by FACS dated Feb. 9, 2021. Remove gasket from Boiler Room and drywall tape and joint compound at MPR as needed, not full amount of tape and joint compound.

**REASON FOR CHANGE:**
Asbestos abatement by Contractor instead of by District.

**CHANGE CATEGORY:**
District requested change.

**DOCUMENT REFERENCE:**
RFQ-01

Amount of this Change Order Item: Increase $7,953.75
Time adjustment by this Change Order Item: Increase 0 Days

Item 1-2

**DESCRIPTION OF CHANGE:**
Provide all labor and materials as required to perform the following:
Replace the existing chilled water 2 way control valve with a 3 way control valve at AH-18, in the Administration Building.

**REASON FOR CHANGE:**
The Administration Building Air handler became the end of the piping run when the Academic C Building was demolished. 3-way valves perform better than 2-way valves at the end of the run.

**CHANGE CATEGORY:**
District requested change.

**DOCUMENT REFERENCE:**
RFQ-02

Amount of this Change Order Item: Increase $722.04
Time adjustment by this Change Order Item: Increase 0 Days
You are directed to make the following changes in this Contract:

**Item 1-3**

**DESCRIPTION OF CHANGE:**
Provide all labor and materials as required to perform the following:
Provide new 2 way control valves in the HWS at each Boiler. Connect the valve to the internal boiler controller.
The 2-way valve shall close when the Boiler is off.

**REASON FOR CHANGE:**
Control valve required to shut off flow thru idle Boiler when only one Boiler is operating.

**CHANGE CATEGORY:**
Designer E & O.

**DOCUMENT REFERENCE:**
RFC-094

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<th>Time Adjustment by Change Order Item</th>
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<tbody>
<tr>
<td>Increase $ 9,423.65</td>
<td>Increase 0 Days</td>
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</tbody>
</table>

**Item 1-4**

**DESCRIPTION OF CHANGE:**
Provide all labor and materials as required to perform the following:
Omit two new Floor Sinks in the Mezzanine. Existing Floor Sinks to remain.

**REASON FOR CHANGE:**
Existing Floor Sinks are in good condition.

**CHANGE CATEGORY:**
District and Designer

**DOCUMENT REFERENCE:**
RFI-013

<table>
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<th>Amount of Change Order Item</th>
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<td>Decrease $ 5,796.04</td>
<td>Decrease 0 Days</td>
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</tbody>
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**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**
INCREASE $ 12,303.40

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**
INCREASE 0 DAYS

***End of Change Order***
## Project Financial Summary

**Project Name:** Hoover High School MPR HVAC Replacement  
**DSA #:** 02-118643  
**BID #:** 20-37  
**Contractor:** Strategic Mechanical INC.  
**Architect:** Lawrence Engineering Group  
**Change Order:** #001

### Contract Summary:

| Bid Award Amount(s) |  
|---------------------|---
| Base Bid: | $1,128,000.00
| Additive Alternate 1: | -
| Additive Alternate 2: | -
| Additive Alternate 3: | -
| Additive Alternate 4: | -

**Total Agreement Amount:** $1,128,000.00

### Contract Adjustments:

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<thead>
<tr>
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<th>Governing agency req'd change post-bid</th>
<th>Unknown, unforeseen, hidden</th>
<th>Designer 5 &amp; O</th>
<th>District/Designer</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CO #001</td>
<td>$2,879.75</td>
<td>$-</td>
<td>$-</td>
<td>$9,423.65</td>
<td>$-</td>
<td>$12,303.40</td>
</tr>
<tr>
<td>CO #002</td>
<td>$-</td>
<td>$-</td>
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**Totals:**  
| $2,879.75 | 0% | $- | 0% | 0% | $9,423.65 | 1% | $- | 0% | $12,303.40 |

**Total Contract Amount with Adjustments:** $1,140,303.40
Board Meeting Date: December 08, 2021

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify the Filing of a Notice of Completion

ITEM DESCRIPTION: Included in the Board binders is a Notice of Completion for the following project, which has been completed according to plans and specifications:

Bid 21-37, Hoover High School Multipurpose Room HVAC Replacement

For Information Only
Original contract amount: $1,128,000
Change Order(s) previously ratified: $12,304
Contract amount: $1,140,304

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz, Executive Director, Purchasing
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple, Chief Operating Officer
SUPERINTENDENT APPROVAL:
NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT

3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721

4. The nature of the interest or estate of the owner is: IN FEE

   (If other than “In Fee” an insert, for example, “Purchase under contract of Purchase”, “or lease”)

5. A work of improvement on the property hereinafter described was accepted/completed on October 9, 2021. The work done was MPR HVAC Replacement

   Bid No. 21-37.

   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner’s rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:

   Strategic Mechanical Inc. 4661 E. Commerce Ave, Fresno, CA 93725

   (If no contractor for work or improvement as a whole, insert “None”) April 8, 2021

   (Date of contract)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:

   Hoover High School 5550 N. First St, Fresno, CA 93710

   DSA No.: n/a

Date: October 18, 2021

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 18, 2021 at Fresno.

Ann Loorz, Executive Director of Purchasing
Fresno Unified School-District
AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Purchase Orders from September 1, 2021 through September 30, 2021 – Primary Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from September 1, 2021 through September 30, 2021. Purchase orders for $10,000 or more are presented first, followed by purchase orders for less than $10,000. A list of purchase orders issued for Associated Student Body (ASB) accounts is also provided.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted on the attached pages.

PREPARED BY: Ann Loorz, Executive Director, Purchasing
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple, Chief Operating Officer
SUPERINTENDENT APPROVAL: __________________________
### THE FOLLOWING PURCHASE ORDERS ARE FOR $10,000 OR MORE

**PURCHASE ORDERS DATED**  
**SEPTEMBER 01, 2021 TO SEPTEMBER 30, 2021**  
**RATIFICATION DATE DECEMBER 08, 2021**

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THE FOLLOWING PURCHASE ORDERS ARE UNDER $10,000

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SEPTEMBER 01, 2021 TO SEPTEMBER 30, 2021
RATIFICATION DATE DECEMBER 08, 2021

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| B & H PHOTO-VIDEO, INC.              | 0155     | 744700 | 030    | 7090 $2,631.60
| B & H PHOTO-VIDEO, INC.              | 0200     | 744631 | 030    | 7099 $877.20
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| BAND SHOPPE                          | 0421     | 745297 | 030    | 0125 $1,521.84
| BAND SHOPPE                          | 1400     | 744064 | 030    | 7394 $3,515.31
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July 2019
## DEPARTMENT INDEX
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1385  Roeding Elementary
0395  Roosevelt High School
1395  Roosevelt High School
0400  Roosevelt School of the Arts
1400  Roosevelt School of the Arts
0410  Rowell Elementary
1410  Rowell Elementary
0891  Salaries & Benefits
1891  Salaries & Benefits
0892  Salaries & Benefits Supplemental
1892  Salaries & Benefits Supplemental
0412  San Joaquin
0415  Scandinavian Middle School
1415  Scandinavian Middle School
0617  School Leadership
0970  School Safety
1970  School Safety
0853  School Support Division
0635  Secondary Division
1635  Secondary Division
0680  Secondary-Adult Education
0786  Secondary-Special Education
1786  Secondary-Special Education
0782  Secondary-Speech Language Pathology
1782  Secondary-Speech Language Pathology
0664  Security Office
0417  Sequoia Middle School
1417  Sequoia Middle School
0797  SES - Choice
0560  Site M-Orange/Butler
1560  Site M-Orange/Butler
1561  Site Ventura/Tenth
0420  Slater Elementary
1420  Slater Elementary
0554  Southeast Elementary
1554  Southeast Elementary

### DEPT  DEPARTMENT NAME
1576  Southeast High School
1437  Southeast Intercession
0661  Special Projects
0428  St Anthony
0429  St Helens
0422  Starr Elementary
1422  Starr Elementary
0795  State & Federal Programs
0430  Storey Elementary
1430  Storey Elementary
0805  Student Records
0421  Sunnyside High School
1421  Sunnyside High School
0850  Superintendent
0840  Support Services
0701  Teacher Development
1701  Teacher Development
0887  Technology Learner Support
0886  Technology Network Data Center
0885  Technology Services
1885  Technology Services
0440  Tehipite Middle School
1440  Tehipite Middle School
0923  Telecommunications
1923  Telecommunications
0445  Tenaya Middle School
1445  Tenaya Middle School
0423  Terronez Middle School
1423  Terronez Middle School
0450  Thomas Elementary
1450  Thomas Elementary
0455  Tioga Middle School
1455  Tioga Middle School
0794  Transfers Office
1984  Transfers: Buyback Days

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**July 2019**
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Fresno Unified School District
Board Agenda Item

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Purchase Orders from September 1, 2021 through September 30, 2021 – Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from September 1, 2021 through September 30, 2021. Purchase orders for $10,000 or more are presented first, followed by purchase orders for less than $10,000.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted on the attached pages.

PREPARED BY: Ann Loorz, Executive Director, Purchasing
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple, Chief Operating Officer
SUPERINTENDENT APPROVAL:

____________________
K. Temple
THE FOLLOWING PURCHASE ORDERS ARE FOR $10,000 OR BELOW

PURCHASE ORDERS DATED
SEPTEMBER 01, 2021 TO SEPTEMBER 30, 2021
RATIFICATION DATE DECEMBER 08, 2021

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AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify NAVEX Service Agreement

ITEM DESCRIPTION: Included in the Board binders is the NAVEX Global contract which provides continuation of the Diversity and Inclusion online employee module for those employees who have not taken it from last year. It is provided to all Fresno Unified Employees as a Tier 1, Foundational Compulsory element of the Diversity, Equity, and Inclusion (DEI) Framework’s Cultural Proficiency domain. Additionally, this contract outlines an anonymous online venue for staff, students, parents, and community members to alert staff when there are perceived incidents of cultural blindness, incapacity, and/or destructiveness in the form of a “hotline” as a Tier 1 element of the DEI Framework’s Social Action domain. This module and hotline will be made available following approval.

FINANCIAL SUMMARY: Sufficient funds in the amount of $56,200.42 are available in the Equity & Access budget.
Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

**NAVEX Global**

**Vendor Name**
909-215-1455

**Phone Number**

**From:** 9/17/2021

**Term (Duration)**

**FUSD Contract Administrator:** Andrew Scherrer

**Name**

**Budget** (Fund-Unit-Dept.-Activity-Object)

5500 Meadows Road, Suite 500, Lake Oswego, OR, 97035

**Address**

**Russ Johnson**

**Vendor Contact**

**Through:** 9/16/2022

**Equity & Access**

3750

**Site/Dept**

3750

**telephone number**

030-0315-0852-0000-7200-5899

**Annual Cost $ 56,200.42** (Contract will not be authorized to exceed this amount w/o BOE approval)

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☐ No ☒

Fingerprints verified & cleared by site admin: _____(initials)

**Scope of Work Summary:** The NAVEX Global contract provides continuation of the Diversity and Inclusion online employee module for those employees who have not taken it from last year. It is provided to all Fresno Unified Employees as a Tier 1, Foundational Compulsory element of the Diversity, Equity, and Inclusion (DEI) Framework's Cultural Proficiency domain. Additionally, this contract outlines an anonymous online venue for staff, students, parents, and community members to alert staff when there are perceived incidents of cultural blindness, incapacity, and/or destructiveness in the form of a "hotline" as a Tier 1 element of the DEI Framework’s Social Action domain.

Date Item is to appear on Board of Education Agenda:

**(Contracts of $15,000.00 or more) 12/8/2021**

Reviewed & approved by **Cabinet Level Officer:**

Reviewed & approved by **Director, Risk Management:**

Please return signed contract to:

**Dawn Psenner**

**Name**

Lindsay Sanders

Signed Date

Lindsay Sanders/Nov 29, 2021 (8:43 PST)

**Department**

**Equity & Access**

559-457-3750

**Telephone**
I. GENERAL INFORMATION

CUSTOMER INFORMATION:
Name: Fresno Unified School District ("Customer" or "Client")
Address:
2309 Tulare Street
Fresno, CA 93721
United States

BILLING INFORMATION:
Contact Name: Andrew Scherrer
Address:
2309 Tulare Street
Fresno, CA 93721
United States
Email: andrew.scherrer@fresnounified.org
Phone: (559) 301-1083

II. ORDER INFORMATION

Entity:
Customer Type:
Order Form Effective Date:
Master Services Agreement ("Agreement") Effective Date:

NAVEX Global, Inc., a Delaware corporation ("NAVEX Global")
Existing Business
Date of last signature
Date of last signature

III. SERVICES INFORMATION - ORDER FORM 425706

<table>
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TOTAL FEES DUE NOW – ORDER FORM 425706:

$37,344.92
IV. SERVICES INFORMATION – ORDER FORM 428429

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TOTAL FEES DUE NOW – ORDER FORM 428429: $31,308.00

V. ADDITIONAL TERMS – ORDER FORM 425706

1. The Term shall begin on the Order Form Effective Date and run for 3 years (the “Initial Term”).
2. All Fees detailed herein will be invoiced upon execution of this Order Form and Customer shall remit payment within 30 days of said invoice’s date.
3. All Fees for subsequent years will be invoiced to Customer at least 30 days prior to the start of the upcoming year and will be due by the start of such year.
4. Annual Fees will be fixed for a period of 12 months from the Order Form Effective Date. Thereafter, NAVEX Global may increase Annual Fees not more than once per year by providing 60 days prior written notification of the increase. Any increase in Annual Fees shall not be more than 3% annually.
5. Each subscription will automatically renew for the same period as the Initial Term (each a “Renewal Term”). However, either party may elect to not renew by providing written notification to the other party at least 30 days prior to the start of a Renewal Term.
6. All prices are in U.S. Dollars.

VI. ADDITIONAL TERMS – ORDER FORM 428429

1. The Term shall begin on the Order Form Effective Date and run through the end of the current Term of Customer’s existing training Services.
2. The Annual Fees detailed herein are for the period running from the Order Form Effective Date through the end of the current year of Customer’s existing training Services, March 7, 2021. For avoidance of doubt, the Annual Fees are based on the number of licenses purchased and shall not be prorated.
3. All Fees detailed herein will be invoiced upon execution of this Order Form and Customer shall remit payment within 30 days of the invoice’s date.
4. The renewal and price increase provisions applicable to Customer’s existing training Services shall also apply to the new Services added under this Order Form.
5. All prices are in U.S. Dollars.

Hotline and Telephony

1. DESCRIPTION OF SERVICES.

Hotline - Per Employee Subscription

Hotline Subscription - NAVEX Global’s Hotline has been designed to enable your employees to easily and confidentially report any issue or instance of misconduct. The Contact Center is globally accessible 24/7/365 with system availability ensured by end-to-end network redundancy, scalability, and reliability. While the majority of non-English language calls are serviced with greater than 98% interpreter availability, global demand for specific languages can occasionally peak beyond interpreter supply. If an interpreter cannot be obtained, callers will be given the option to report their concern in English.
Live telephone language interpretation is available in 150+ languages at no additional cost. Translation of web reports will incur additional fees which will be invoiced monthly in arrears at $0.35/word with a minimum of $120 per report (fees for translation of Web Intake Pages and Report Forms are priced separately).

The annual subscription supports unlimited reports via web, telephone, or internal to the case management software.

Customer may provide covered employees with access to the reporting features of the Hotline. The number of covered employees is represented by the quantity of the Hotline – Per Employee Subscription set forth in the table above.

If EU hosted: Calls will be serviced by NAVEX Global’s EU-based Contact Center.

**Custom Global Telephony Subscription**

Provisioning and annual maintenance for phone line configuration with international or domestic inbound lines. This includes recommended line options by country with configurable language prompts, menus, and greetings and a unique US domestic number. The Subscription utilizes the following solutions: One-Step dialing where the caller will have a single toll-free number for a particular country to access the reporting hotline; Two-Step dialing where the caller will use a two-stage dialing process, first entering a common, country specific access code followed up with a toll-free number to access the reporting hotline; and/or Collect dialing is used where no toll-free option is available for reporting.

**Glossary of Line Types:**

**OneConnect (OC)** - Available in more than 100 countries, OneConnect is a one-step dialing solution that eliminates the need for access codes and removes the use of English branded messaging in the calling process. The product provides in-country toll-free numbers that are routed to NAVEX Global that allow callers to access the international reporting program without the need to add international calling plans to landlines and mobile phones. This allows the OneConnect program to have fewer mobile phone restrictions and a more robust dialing enabled community.

**Dedicated International Toll-Free Service (D-ITFS)** - Employers using D-ITFS make it possible for their employees to dial a country-specific toll-free number to reach one of our Contact Centers. There is no special dialing, access code, or operator assistance required. This service is available in over 70 countries and allows for custom automated call treatment.

**Direct Access (DA)** - Direct Access implementations provide a more widely available international toll-free option for access to one of our Contact Centers. To use this service, employees first dial their country-specific access number to connect with our telephony service partner, followed by dialing the customer-specific proprietary toll-free number to connect to one of our Contact Centers. This service is available in 140 countries. It allows for custom automated call treatment and can improve access by mobile phones.

**WWC – (Worldwide Connect)** - WWC is a product based on the Direct Access platform that allows for calls to be identified and treated with custom language options based on country of origin. Calls are made using a two-step dialing process where the caller must first dial the Direct Access code specific to the country where the call is originating followed by the proprietary toll-free number for routing to NAVEX Global.

**Global Inbound Service (GIS)** - GIS is an additional toll-free option that provides one- or two-step dialing to one of our Contact Centers. GIS can have fewer restrictions for mobile phone access. This service is available in over 130 countries.

**Collect Calling** - Stop-gap for most countries where international toll-free service and other formats are not available.

**Custom Global Telephony Set-up**

Provides customers with the ability to communicate custom branding and messaging including all supported languages. Customer will provide text of the custom greeting in English within NAVEX Global’s preferred format. NAVEX Global can provide recommended word counts during the setup.

- Customer may provide full translated versions of custom greeting
- The greeting may be applied to multiple lines currently implemented
- One (1) additional menu with prompts allowed
- Default routing to a communication specialist is not supported (selection must be made)
- External terminations are not supported
- All custom greeting scripts are final and unable to be modified following approval. Modifications may result in additional fees and extended timelines to be agreed to by NAVEX Global and Customer

**Telephony by Country:**
2. SERVICE TERMS.

21. **Telephony Connectivity.** Communication connectivity is provided by a third-party provider. NAVEX Global cannot guarantee communication connectivity for all or any available connection sources within a particular country or region. Thus, **NAVEX Global makes no warranties, express or implied, concerning the reliability or functionality of communication connectivity to the Hotline services outside of NAVEX Global's control.** Customer is responsible for conducting in-country connectivity testing for quality assurance, and NAVEX Global will address any service failures identified through this process upon Customer notifying NAVEX Global and in accordance with the information provided on NAVEX Global’s website: [http://trust.navexglobal.com/telephony-availability-report.html](http://trust.navexglobal.com/telephony-availability-report.html).

22. **Compliance With Law.** NAVEX Global's Services are subject to U.S. sanctions laws and Customer is expressly prohibited from making the Services available to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury or to any individual prohibited by the current OFAC list (available at [http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx)).

23. **SUB-PROCESSOR.** Customer consents to the use of the applicable sub-processors set forth in the following link: [https://www.navexglobal.com/en-us/service-hosting-providers](https://www.navexglobal.com/en-us/service-hosting-providers). The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.

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**Incident Management**

1. **DESCRIPTION OF SERVICES.**

**EP Incident Management - Enterprise Lite Subscription**

EthicsPoint Incident Management - Enterprise Lite is delivered as a single configuration incident management system including enterprise-level case components. Comprised of Standard Web Intake and Mobile Intake for report intake purposes; (2) Dedicated Seat Licenses and (3) Concurrent Seat Licenses; system-level user management; HRIS integration subscription; built-in analysis tools including baseline reporting and standard analytics, GRC Insights, ad hoc query and pivot reports, and Premium Analytics; and (1) GB storage for files attached to cases.

Includes access via NAVEX Global's Platform authentication which provides seamless access to the customer's supported NAVEX Global solutions. These include EthicsPoint® Incident Management, PolicyTech® Policy & Procedure Management, RiskRate® Enterprise Due Diligence, Disclosures: Disclosure Management, and GRC Insights.

**Hotline - Web Intake Site Custom Setup**

Hotline - Web Intake Site Custom includes design and development services to support the creation of a custom Web Intake Site.

Setup includes:

- A single English Web Intake Site (translated pages are priced separately)
- Assignment to an industry-specific issue package with the option to modify issue titles and descriptions
- Web intake site and system configuration in response to Customer instructions in the Web Intake Site workbook
- One round of edits to Web Intake Site text and layout, issue type names and descriptions, and attachments
- QA and configuration of the Hotline and Web Intake Site to make live for reporting
- FAQ HTML page
- Custom Issue Type selection page
- Custom Location selection page (if Location Database is also purchased)
- Up to 10 intake question customizations (must be the same across all Issue Types)
- Create or modify graphics (up to 1 hour of graphic development work)
- Custom dialing instructions
- Report routing based on location
EP Incident Management - Enterprise Lite Setup

EthicsPoint Incident Management Enterprise Lite setup includes:

- Implementation of one configuration in the Enterprise Lite system
- Initial timeline providing an overview of expectations, documentation, and customer responsibilities for a successful implementation
- Kick-off call to establish key stakeholders, implementation goals, and timelines
- Customized issue types for one configuration
- Mapping of the Hotline and Web Intake Site intake methods to the EthicsPoint Incident Management Enterprise Lite system
- System structure (tier) configuration to support key business and reporting needs for one configuration
- NAVEX Global Administrator / User training available via web, through regularly scheduled webinars
  - Customers are able to setup their own SSO integration, assistance is available for an additional fee
  - Eight (8) week implementation timeline starting at the Kick-off call to complete configuration items included above. Additional changes or requests made after this period will be scoped and priced separately. If purchased in conjunction with a Professional Services engagement, the Professional Services timeline will supersede this one.

Report Form Subscription

Annual access fee to the Report Form service for the life of the contract. The Report Form is a web based intake form that captures information around incidents that arise which are then populated in the EthicsPoint case management system.

Report Form Setup - Baseline

NAVEX Global will create (1) one Baseline Report Form starting from a Baseline Report Form template. The form will consist of a single web page that will be branded to include Customer logo and color scheme. The Baseline Report Form will contain a combination of text fields and default dropdown values for the receipt and tracking of issues and events.

The data collected from data entry fields and/or dropdowns will be mapped to existing fields within the EthicsPoint Case Management system. When the Report Form is submitted a new case will be created within the EthicsPoint Case Management system. A Baseline Report Form is an additional intake option without implicated party screening.

Areas of the template form that may be customized include:

- Logo/Color Scheme
- Custom Issue List
- Participant Role/Relationship Dropdown Values
- Purpose Statement/Closing Statement Text
- Header Text
- Reporter Follow-Up

Any additions of fields and/or change in scope to the Baseline Report Form will be scoped and priced separately. Customer Report Form development will span approximately twelve (12) weeks, and the go-live date will be determined based upon a specified project plan and a predefined timeline. Additional changes or requests made after this period will be scoped and priced separately. If purchased in conjunction with a Professional Services engagement, the Professional Services timeline will supersede this one.

Location Database Module Setup

Location Database Module Setup makes available a method for storing Customer defined location information within EthicsPoint. This enables users and reporters to select an appropriate case specific location during intake based on Customer provided data. This consistent collection of location information allows for better use of NAVEX Global analytics tools to spot trends and patterns based on location.

2. SERVICE TERMS. All terms detailed in this section which, by their nature, may apply to the Telephony and Hotline services shall be construed to apply to such services. Unless Customer requests an alternate configuration, Services shall: collect and/or process User Personally Identifiable Information will include processes and functionality designed to ensure the anonymity of the Reporters. Notwithstanding any other provision of the MSA or this Order Form, if, through no fault of NAVEX Global, Customer does not proceed with a timely implementation of the Services in a production environment, then (a) NAVEX Global will not be liable for any such delay and (b) NAVEX Global reserves the right to charge additional fees to implement such Services for Customer.
21. **Report Availability.** NAVEX Global will use commercially reasonable efforts to make English-language versions of the Reports available to Customer for review and processing (a) within 12 hours of receipt, for Reports submitted in English and (b) within 48 hours of receipt for Reports submitted in any language other than English, excluding weekends and US national holidays. As used herein, (a) a "Reporter" is any individual (employees and/or non-employees) permitted by Customer to access and use the reporting features of the Services and (b) a "Report" includes the following as a single Report: (i) any information reported by a Reporter about Customer or its business or personnel via the Services, (ii) any communications directed by Customer to a Reporter via the Services and any Reporter responses thereto, or (iii) any notes, summaries or other data uploaded to the Services by Customer representatives. Customer will have sole responsibility for the deletion and use of any Report, User PI, or other data residing in the Services. NAVEX Global will have no responsibility, liability or obligation with respect to any such Report, information or data that has been purged, overwritten or otherwise destroyed by or as directed by Customer. Customer will have access and the ability to download and save Reports during the Term. Upon termination and at the request by Customer made within thirty (30) days following the effective date of termination, NAVEX Global will create and deliver to Customer, at Customer’s cost and expense, a copy of all Reports then in existence in the Services.

22. **Data Aggregation And Analysis.** Customer hereby authorizes NAVEX Global to collect, specific Customer information (excluding information that might directly identify Customer or a Customer Reporter) collected in the performance of Services and aggregated with other data collected from NAVEX Global customers ("Benchmarking Statistics"), for the purpose of analyzing and reporting the effectiveness of and any trends in corporate ethics and compliance programs according to industry, company size, country, geographic region or other relevant classification or for other uses as NAVEX Global may decide. Customer may access aggregate Benchmarking Statistics by purchasing NAVEX Global’s Integrity Diagnostics and/or Performance Benchmarking Services.

23. **SUB-PROCESSOR.** Customer consents to the use of the applicable sub-processors set forth in the following link: [https://www.navexglobal.com/en-us/service-hosting-providers](https://www.navexglobal.com/en-us/service-hosting-providers). The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.

24. **DISCLAIMER.** NAVEX Global hereby disclaims (a) any responsibility with respect to any claim asserting or challenging the veracity, accuracy or completeness of any Report, or (b) any responsibility with respect to any claim arising from Customer’s use, nonuse or processing of a Report.

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**Compliance Training**

### 1. DESCRIPTION OF SERVICES.

**NAVEX Hosted - Americas - 1 Course Subscription**

The NAVEX-Hosted Americas Training Subscription grants Customer access to one (1) online course per year for up to the defined number of licenses as stated in this Order Form. The course will be hosted on NAVEX Global’s Learning Management System (LMS). The available licenses can be split between pre-configured course versions (Manager/Employee) but not between the Basic and Advanced versions, as those are defined as separate courses.

Included in the Americas Training subscription is the translation and optional setup of your selected course(s) into both Latin American Spanish and Canadian French at no additional expense.

If Customer elects, it may choose to implement a Micro Learning Bundle—comprised of up to six (6) micro learnings—in place of a full length course.

**Swapping**

During each subsequent year of the term, Customer will have the option of swapping its current courses for an alternate course from the NAVEX Global course library. The Setup Subscription Services described in this Order Form will be available to Customer for the new course implementation in additional years. Customers may only swap its course once per year during the term.

Standard implementation timelines apply for any requested course changes or swaps.

**NOTE:** Customer is not able to swap a Workplace Harassment course for the Code of Conduct course, or vice versa.

### 2. SERVICE TERMS.
VII. GENERAL TERMS

This Order Form is made effective as of the Order Form Effective Date and is governed by the terms of the written Agreement, as may have been amended independently or by the terms herein, dated as of the Agreement Effective Date set forth above. The parties agree this Order Form is incorporated by reference into the Agreement, and supersedes any related quotation issued by NAVEX Global, Inc. ("NAVEX Global"), previous and conflicting terms, or purchase order issued by Customer pertaining to the Services set forth above. Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Agreement. Each of the signatories to this document represent they are duly authorized representatives of their respective party to this Order Form and further represent and warrant they have the actual corporate authority to execute this Order Form on behalf of their respective party as of the Order Form Effective Date.

ACCEPTED BY Fresno Unified School District:

SIGNATURE: 

DATE: 9/17/2020

NAME (Print): Robert G. Nelson

TITLE (Print): Superintendent

ACCEPTED BY NAVEX Global, Inc.:

SIGNATURE: 

DATE: Aug 31, 2020

NAME (Print): Shon C Ramey

TITLE (Print): General Counsel

Approved as to Form

Andrew R. Pate
MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is entered into as of the date of last signature (the "Effective Date") by and between NAVEX Global, Inc., a Delaware corporation, having its principal place of business located at 5500 Meadows Road, Suite 500, Lake Oswego, Oregon 97035 ("NAVEX Global"), and Fresno Unified School District, a corporation, having its principal place of business at 2309 Tulare Street, Fresno, CA 93721 ("Customer"). In consideration of the mutual covenants and conditions contained in this MSA and intending to be legally bound, the parties agree as follows:

1.0 Purpose and Scope.

1.1. Master Services Agreement. This MSA establishes the general terms and conditions with respect to NAVEX Global’s provision of Services to Customer. "Service" or "Services" means, collectively, the SaaS Offering (as defined in Section 2.1) and any other services provided to Customer by NAVEX Global, as set forth in an Order Form (as defined in Section 1.2). This MSA and all Order Forms and other documents incorporated into the MSA by reference are, collectively, the "Agreement."

1.2. Order Forms and Change Orders. The Services to be provided, and any Service-specific terms and conditions, will be set forth in a separate document or documents, as applicable, governed by this MSA ("Order Form"). Certain Services which are not recurring and for which only one-time fees apply may be added pursuant to a simplified ordering document ("Change Order"). As used herein "Order Form" includes "Change Order." Customer’s execution of an Order Form constitutes a binding commitment to purchase the Services and items specified in such Order Form.

1.3. Affiliates. "Affiliate" means an entity controlling, controlled by, or under common control with a party to this MSA. Customer may authorize its Affiliates’ use of the Services provided that (i) the combined use of the Services by Customer and its Affiliates shall not exceed the applicable Subscription Metrics (as defined in Section 2.1); (ii) Customer guarantees any such Affiliate’s performance of all terms and obligations of the Agreement; (iii) Customer agrees to comply with any injunction arising out of any Affiliate’s breach of the Agreement; and (iv) Customer shall be responsible for all use of and access to the Services by any Affiliate.

1.4. Order of Precedence. To the extent any terms and conditions of this MSA conflict with the terms and conditions of an Order Form, the terms and conditions of the Order Form shall control.

1.5. Applicable Law. "Applicable Law" means any law, rule, or regulation applicable to a party.

2.0 Services.

2.1. Grant of Use. During the applicable Services Term (as defined in Section 6.2), and subject to payment of applicable fees per the Agreement and Customer’s compliance with the Agreement, NAVEX Global grants Customer a non-transferable, non-assignable, worldwide right to access and use the proprietary governance, risk, and compliance software-as-a-service offering identified in the applicable Order Form(s) that NAVEX Global makes available to Customer online via a Uniform Resource Locator (URL) ("SaaS Offering") for Customer’s internal use for purposes of managing and coordinating information. Customer’s use is restricted to the limitations on usage of Services as designated and/or defined in the applicable Order Form, or the financial metric used to calculate applicable fees ("Subscription Metrics"). Subscription Metrics are designated by a term such as the number of "licenses," "employees," "reports," and the like. On Customer’s request, which may be rejected by NAVEX Global in its sole discretion, NAVEX Global may assist Customer, at Customer’s cost, with implementing interactions between the SaaS Offering and application programming interfaces, applications, services, products, or software provided by a third party ("Integrations"). NAVEX Global will make commercially reasonable efforts to ensure the features and functionality of Integrations; however, NAVEX Global accepts no liability for a failure of an Integration, errors, or for the unauthorized use, access, or processing of any Customer Data (as defined in Section 3.1) that occurs as a result of an Integration.

2.2. Online Access; Environment; Hosting Infrastructure. NAVEX Global will provide Customer online access to and use of the SaaS Offering in accordance with the applicable Order Form and the user instructions, release notes, manuals, and online help files that describe the operation of the Services in the form generally made available to NAVEX Global customers, as may be updated from time to time (collectively, the "Technical Documentation"). Customer will access the SaaS Offering by use of a supported Customer-provided browser. NAVEX Global is responsible for the hosting and management of the SaaS Offering, including obtaining and maintaining all computer hardware, software, communications systems, network, and other infrastructure necessary to permit Customer to access and use the SaaS Offering ("Hosting Infrastructure"), either directly or through its designated third-party supplier or data center. NAVEX Global will manage and install within the Hosting Infrastructure all updates and upgrades that NAVEX Global makes generally available to its customers for the SaaS Offering. Customer is solely responsible for obtaining and maintaining, at its own expense, all equipment and technology needed to access the SaaS Offering, including, without limitation, internet access and adequate bandwidth.

2.3. Updates. Access is limited to the version of the Services in NAVEX Global’s production environment. NAVEX Global regularly updates the Services and reserves the right to make updates to the Services in the event of Service unavailability, end of life, or changes to software requirements, provided that any such modification shall not result in a material reduction in the functionality of the Services.

2.4. Acceptable Use. Customer acknowledges and agrees that NAVEX Global does not monitor or evaluate Customer Data transmitted through the Services, and NAVEX Global shall not be responsible for the content of any Customer Data. Customer shall use the Services exclusively for
authorized and legal purposes and consistently with Applicable Law. Customer is solely responsible and liable for ensuring the appropriate use of any reports and other materials prepared by NAVEX Global in a manner that will not violate Applicable Law or infringe upon the rights of any third party.

2.5. **Security.** NAVEX Global will implement commercially reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access, or disclosure. NAVEX Global will be responsible for ensuring the security and confidentiality of account names and passwords residing within its systems and while being received and processed by the SaaS Offering for the purpose of permitting access thereto. Customer is responsible for instructing any individual who Customer authorizes to use the Services ("Licensed User") to keep their respective account names and passwords strictly confidential. Customer agrees to promptly notify NAVEX Global if account names or passwords are lost, stolen, or otherwise compromised. Customer will not (i) breach or attempt to breach the security of the Services or of any network, servers, data, computers, or other hardware relating to or used in connection with the SaaS Offering, or of any third party that is hosting or interfacing with any part of the SaaS Offering; or (ii) use or distribute through the SaaS Offering any software, files, or other tools or devices designed to interfere with or compromise the privacy, security, or the integrity of the SaaS Offering or the operations or assets of any other customer of NAVEX Global or any third party. Customer will comply with the user authentication requirements for use of the SaaS Offering. Customer is solely responsible for monitoring the administration of access to and use of the SaaS Offering by its Licensed Users. Any failure by a Licensed User to comply with the Agreement shall be deemed to be a material breach by Customer, and NAVEX Global shall not be liable for any damages that Customer or any third party incurs resulting from such breach. Customer must immediately take all necessary steps, including providing Notice (as defined in Section 12.5) to NAVEX Global, to effect the termination of an access identification for any Licensed User if there is any compromise in the security of that access identification or if unauthorized use of such access identification is suspected or has occurred.

2.6. **Support.** During the applicable Services Term (as defined in Section 6.2), NAVEX Global will provide support for the SaaS Offering in accordance with the schedule detailed at: http://www.navexglobal.com/CustomerSupportGuide, subject to reasonable updates in NAVEX Global’s sole discretion ("Support"). However, NAVEX Global is not under any obligation to provide Support with respect to (i) SaaS Offering(s) that have been altered or modified by anyone other than NAVEX Global or its licensors; (ii) SaaS Offering(s) used other than in accordance with the Technical Documentation and the Agreement; (iii) discrepancies that do not significantly impair or affect the operation of the Services; or (iv) errors and/or malfunctions caused by any systems or programs not supplied by NAVEX Global.

2.7. **Cooperation.** Customer shall provide NAVEX Global with good faith cooperation as NAVEX Global may reasonably require from time to time in order to provide the Services, including, without limitation, providing security access, information, and software interfaces to Customer’s applications and personnel. Customer acknowledges and agrees that NAVEX Global’s performance is dependent upon Customer’s timely and effective satisfaction of its responsibilities hereunder and Customer’s timely decisions and approvals in connection with the Services.

3.0 **Proprietary Rights.**

3.1. **Ownership.** Each party shall retain all right, title, and interest in any copyrights, trademarks, patent rights, and other intellectual property or proprietary rights it has acquired or developed prior to or outside the scope of the Agreement. Customer shall retain all right, title, and interest, including copyrights, trademarks and patent rights, in any and all Customer content provided under the Agreement and any and all derivative works thereof (collectively, "Customer Intellectual Property"). Any data collected, received, or processed by NAVEX Global as required by the Services, including Personal Data (as defined in Section 4.1) but excluding Use Data (as defined in Section 3.4) (collectively, "Customer Data"), will remain the exclusive property of Customer. NAVEX Global shall own and retain all right, title, and interest, including copyrights, trademarks, and patent rights in any and all Services provided under the Agreement and any and all derivative works thereof (collectively, "NAVEX Global Intellectual Property"). Neither party will acquire any right, title, or interest in the intellectual property rights of the other party by virtue of its performance under the Agreement. All rights not expressly granted are reserved exclusively by the respective owner; there are no implied rights.

3.2. **License Rights.**

(i) Customer grants NAVEX Global, for the Term, a limited, non-exclusive, worldwide, non-transferable, royalty-free license to reproduce, transmit, perform, copy, display, distribute, create derivative works for the sole purpose of formatting, and otherwise use any Customer Intellectual Property for the sole and limited purpose of delivering the Services to Customer per the terms of this Agreement. NAVEX Global agrees that any use of any of Customer’s trademarks or service marks will inure solely to the benefit of Customer and that NAVEX Global will not at any time acquire any rights in Customer’s trademarks or service marks. NAVEX Global shall not take any action that jeopardizes any of Customer’s rights in any Customer Intellectual Property. NAVEX Global may not obscure, alter, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any Customer materials.

(ii) NAVEX Global grants Customer, for the Term, a limited, non-exclusive, worldwide, non-transferable, royalty-free license to reproduce, transmit, perform, copy, display, distribute, and otherwise use any and all NAVEX Global Intellectual Property for the sole and limited purpose of furthering Customer’s business operations that use NAVEX Global Intellectual Property per the terms of this Agreement. Customer agrees that any use of NAVEX Global’s trademarks or service marks will inure solely to the benefit of NAVEX Global and that Customer will not at any time acquire any rights in NAVEX Global’s trademarks or service marks. Customer shall not take any action that jeopardizes NAVEX Global’s rights in any NAVEX Global Intellectual Property. Customer may not obscure, alter, add, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any NAVEX Global materials.

3.3. **Restrictions.** Customer shall not:

(i) sell, resell, distribute, host, lease, rent, license, or sublicense the Services or any portion thereof, including, without limitation, to provide processing services to third parties, or otherwise use the Services on a service bureau basis;
(i) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Services or any portion thereof;

(ii) allow access to, provide, divulge, or make available the Services to anyone other than Licensed Users;

(iv) write or develop any derivative works based upon the Services;

(v) modify, adapt, tamper with, or otherwise make any changes to the Services or any part thereof;

(vi) create internet links to or from the Services;

(vii) frame or mirror any materials that NAVEX Global provides or posts in connection with the Services, including, without limitation, training courses, text, images, graphics, sound recordings, and videos and modifications, enhancements, or new versions thereof;

(viii) use the Services in a manner not authorized under the Technical Documentation or the Agreement, or in violation of Applicable Law; or

(ix) use the Services, or permit them to be used, for purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without NAVEX Global's prior written consent, which may be withheld in NAVEX Global’s sole discretion. Despite the foregoing section (ix), pursuant to Applicable Law, Customer may use NAVEX Global’s name in internal or regulatory communications pertaining to Customer’s agreement to use NAVEX Global’s Services.

3.4 Data Aggregation, Statistical Information, and Use Data. Customer authorizes NAVEX Global, as part of the Services, to access and compile certain Customer Data (excluding Personal Data), for the purpose of analysis and reporting on the effectiveness and trends in corporate ethics and compliance programs. The Customer Data that NAVEX Global accesses and compiles shall be aggregated with other similar data across all NAVEX Global customers according to industry, company size, country, geographic region, or other relevant classification and shall not be used in any manner that would identify Customer. Customer understands that NAVEX Global employs certain third-party software within its Services to enable NAVEX Global to better understand Licensed User behavior and provide Licensed Users with improved functionality and other relevant enhancements to the software application(s). The data gathered from such use (“Use Data”) may include information such as browser type, pages visited, features used, and operating system version, but shall not contain Personal Data.

3.5 Commercial Item. The SaaS Offering and any accompanying Technical Documentation and related software were developed by NAVEX Global and its suppliers at private expense and are deemed to be a “commercial item,” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government will be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable.

4.0 Data Privacy.

4.1 Definition of Personal Data. “Personal Data” means any information relating to an identified or identifiable natural person. An “Identifiable Natural Person” is one who can be identified directly or indirectly, in particular by reference to one or more identifiers, such as a name, an identification number, location data, online identifier, or any other factor specific to the individual.

4.2 Processing of Personal Data. Customer acknowledges and agrees that NAVEX Global will collect, process, use, and/or store certain Personal Data in delivering the Services. NAVEX Global shall comply with the NAVEX Global Privacy Statement (available at: http://www.navexglobal.com/privacy-statement), as may be amended from time to time. NAVEX Global (i) has established and shall maintain appropriate technological security measures to protect against unauthorized access to any Personal Data that is stored within the Hosting Infrastructure; (ii) shall not utilize Personal Data for any purpose other than to provide Services; (iii) shall not disclose any Personal Data to any person not authorized by Customer, except as necessary to comply with Applicable Law; (iv) will act solely on the instructions of Customer in respect of all Personal Data, unless otherwise prohibited by Applicable Law; and (v) will promptly inform Customer of any confirmed Security Incident regarding disclosure of Personal Data, complaint concerning disclosure, or other unauthorized use of Personal Data. "Security Incident" means any actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Customer Data, including Personal Data, by NAVEX Global or its Sub-processors of which NAVEX Global becomes aware. All NAVEX Global subcontractors with access to Personal Data ("Sub-processors") will be contractually required to comply with Applicable Law and, where applicable, Frameworks (as defined in Section 4.3), and will be bound to strict obligations of confidentiality, privacy, and security. Customer expressly consents to NAVEX Global engaging Sub-processors as disclosed in an applicable Order Form. NAVEX Global shall be responsible for all acts and omissions by such Sub-Processors. Where Customer instructs NAVEX Global to engage with any third parties on behalf of Customer (for example, to implement an Integration), NAVEX Global shall have no liability or responsibility for the transfer of Personal Data to any such third party.

4.3 Certification. NAVEX Global is certified by the U.S. Department of Commerce under the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework (collectively, the "Frameworks") so as to ensure that adequate safeguards are adduced with respect to the protection of privacy and fundamental rights and freedoms of individuals located in the European Economic Area and Switzerland for the transfer of any Personal Data by Customer or its Licensed Users to NAVEX Global. Accordingly, NAVEX Global agrees to process any such Personal Data in compliance with the Frameworks. The parties agree that they will work together in good faith to enter into any additional agreements that may be legally required by either party to ensure compliance with Applicable Law, particularly with regard to applicable data privacy laws.
5.0 Fees and Payment.

5.1 Fees. Fees are set forth in the applicable Order Form and are based on the applicable Subscription Metrics. All fees are in U.S. Dollars unless otherwise agreed in an applicable Order Form. Fees are not refundable or cancellable. NAVEX Global shall send all invoices and fee increase notices via email to the Customer email address indicated in the applicable Order Form, unless otherwise specified herein.

5.2 Payment. Unless otherwise specified in the applicable Order Form, all payment obligations start from the execution of the Order Form, with payment of all of the Order Form’s first-year fees due within thirty (30) calendar days following the invoice date. Except as otherwise expressly specified in the Order Form, Customer shall send such payment to the address included on the invoice, and such payments shall be made in U.S. Dollars. Interest accrues on past due balances until paid at the lesser of (i) one and one-half percent (1.5%) per month; and (ii) the highest rate allowed by law. Customer shall reimburse NAVEX Global for expenses incurred, including interest, court costs, and reasonable attorneys’ fees, in collecting amounts due to NAVEX Global hereunder that are not under good faith dispute by Customer.

5.3 Taxes. Unless otherwise specified in the applicable Order Form, all fees for the Services exclude any direct or indirect taxes, levies, duties, or similar governmental assessments, including without limitation, any sales, use, value-added, withholding, or similar taxes ("Taxes"). Customer is responsible for paying all Taxes associated with Customer’s purchases hereunder directly to the taxing authority. As an exception to the foregoing, if NAVEX Global has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer to NAVEX Global, unless Customer provides NAVEX Global with a valid tax exemption certificate authorized by the appropriate taxing authority. NAVEX Global is solely responsible for taxes based upon NAVEX Global’s net income, assets, payroll, property, and employees.

5.4 Subscription Metrics. Customer may increase its Subscription Metrics at any time during the Services Term at then-prevailing prices. Customer may decrease Subscription Metrics at any time, but NAVEX Global shall not issue any refunds or reduce fees payable through the end of the then-current Services Term. At all times during the Services Term, Customer shall be responsible for ensuring sufficient Subscription Metrics to accommodate one hundred percent (100%) of its usage of the Services. If Customer’s usage of the Services exceeds the current Subscription Metrics, Customer must promptly purchase additional Subscription Metrics or NAVEX Global may charge then-prevailing prices for the level of usage above Customer’s current Subscription Metrics.

6.0 Term and Termination.

6.1. MSA Term. This MSA shall remain in effect until terminated as set forth herein ("Term").

6.2. Services Term. The initial term for each Service purchased, and any renewal rights or extensions, will be as set forth in the applicable Order Form ("Services Term").

6.3. Suspension of Services for Non-Payment. If any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due, NAVEX Global will have the right, in addition to all other rights and remedies available to it, to suspend delivery of or access to the Services.

6.4. Disputed Fees. Customer shall set forth in writing and in reasonable detail any amount(s) disputed in good faith and the basis or reason for the dispute. Upon receipt of a Notice (as defined in Section 12.5) of dispute, the parties will make reasonable, diligent, good faith efforts to quickly resolve the dispute, and NAVEX Global shall provide such information as Customer reasonably requests in order to audit or confirm the charges. Neither party shall be required to pay or refund, as applicable, any amounts disputed in good faith until such dispute is fully resolved. Once the dispute is fully resolved, the agreed-upon amounts shall be paid or refunded, as applicable, within ten (10) calendar days following such resolution.

6.5. Termination. The Agreement may be terminated (i) by either party if the other party materially breaches the Agreement and does not cure the breach within thirty (30) calendar days after receiving Notice thereof from the non-breaching party; (ii) as set forth in Section 7.5 (Infringement Remedies); (iii) as set forth in Section 12.8 (Compliance with Law); (iv) if the other party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors; (v) by either party at any time that no Order Form is outstanding; or (vi) by NAVEX Global upon the expiration of ten (10) calendar days’ Notice if any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due.

6.6. Partial Termination. Where a party has rights to terminate the Agreement pursuant to Section 6.5 (Termination), the non-breaching party may, at its discretion, either terminate the entire Agreement or the applicable Order Form. Order Forms that are not terminated shall continue in full force and effect under the terms of this MSA.

6.7 Effects of Termination or Partial Termination. Upon any termination, without prejudice to any other rights or remedies that the parties may have, all rights licensed and obligations required hereunder shall immediately cease, except as otherwise provided. Each party may retain, subject to this MSA, copies of Confidential Information required for internal record keeping purposes and for compliance with Applicable Law. Unless otherwise documented by the parties, all Customer Data within the Hosting Infrastructure shall be deleted within forty-five (45) days of expiration or termination of this MSA or Order Form, as applicable. Customer Data stored in backups shall be overwritten in accordance with NAVEX Global’s backup and retention cycle. If NAVEX Global terminates the Agreement or an Order Form per Section 6.5(vi), Customer agrees that it shall remain responsible for all outstanding fees payable to NAVEX Global for the Services Term and NAVEX Global may declare all such fees immediately due and payable. Customer acknowledges that such amounts are liquidated damages reflecting a reasonable measure of actual damages and not a penalty.

7.0 Warranties and Disclaimers.

7.1 NAVEX Global Services Warranty. NAVEX Global warrants that:

5500 Meadows Road, Suite 500, Lake Oswego, OR 97035 | Toll Free: 1 (866) 297-0224 | Fax: (503) 906-5280
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(i) the SaaS Offering, as updated in accordance with Section 2.3 and when used in accordance with the current Technical Documentation, will perform in all material respects, as specified in such Technical Documentation, during the applicable Services Term;

(ii) all Services will be performed in a professional manner, in accordance with industry standards; and

(iii) NAVEX Global will not design its systems to include any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” “virus,” “preventative routines,” or other similar computer software routines.

7.2. Breach of Service Warranty Remedies. In the event of any breach of Section 7.1(i), NAVEX Global shall diligently endeavor to remedy any material failures of a Service to conform to its functional specifications, as described in the Technical Documentation, that Customer reports to NAVEX Global and that NAVEX Global is able to replicate during the applicable Services Term (“Errors”). The foregoing shall be Customer’s sole remedy, and shall be NAVEX Global’s sole liability, for any uncured breach of Section 7.1(i). NAVEX Global shall not be obligated to correct Errors resulting from any (i) components or content that NAVEX Global does not provide, or from any Integration; (ii) unauthorized use or use of the Services other than in accordance with the Technical Documentation and the Agreement; or (iii) viruses, malicious software, or other disruptive programs or applications that Customer, its agents, or its Licensed Users introduce into the Services or which are introduced into the Services as a result of Customer’s use of the Services.

7.3. Customer Warranties. Customer represents and warrants that:

(i) Customer and Licensed Users are authorized to provide all Customer Data and any other data and information submitted to the Services and that all Integrations requested by Customer are authorized;

(ii) Customer’s and Licensed Users’ use of the Services and provision of Customer Data will comply with Applicable Law;

(iii) NAVEX Global’s use of Customer Data in providing the Services will not infringe the intellectual property or other proprietary rights of any third party;

(iv) Customer will be responsible for promptly obtaining and providing to NAVEX Global all consents required for Customer to use the Services; and

(v) Customer will not modify or create derivative works based on the SaaS Offering or any other Services, or attempt to decode, decipher, decompile, disassemble, or reverse engineer the SaaS Offering or any other Services or deliverables.

7.4. Mutual Warranties. Each party represents and warrants that:

(i) the execution, delivery, and performance of this MSA has been and shall be duly authorized by the executing party;

(ii) the executing party’s performance of its obligations will not conflict with, result in a breach of, or constitute a default under any other agreement to which that party is bound; and

(iii) the executing party is in material compliance with all Applicable Laws with regard to its obligations under the Agreement.

7.5. Infringement Remedies. If the SaaS Offering infringes, or if NAVEX Global believes that the SaaS Offering infringes, on the intellectual property or other proprietary rights of any third party, NAVEX Global may, in its sole discretion, (i) modify the SaaS Offering to be non-infringing, (ii) obtain for Customer a license to continue using the affected SaaS Offering, or (iii) if neither (i) nor (ii) are practical in NAVEX Global’s sole judgment, terminate the affected SaaS Offering and return to Customer the unused portion of any fees paid for the affected SaaS Offering. Subject to the parties also meeting their express indemnification obligations under this MSA, NAVEX Global’s satisfactory performance of any one or all of the remedies set forth in the preceding sentence shall be Customer’s sole and exclusive remedy for NAVEX Global’s breach of the infringement warranty or for any damages incurred from early termination of the applicable Order Form due to a third-party infringement claim.

7.6. Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES SET FORTH HERIN AND THOSE EXPRESSLY SET FORTH IN AN ORDER FORM, ALL SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, AND NAVEX GLOBAL DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICES, DELIVERABLES, MARKS, OR NAVEX GLOBAL’S PERFORMANCE UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. NAVEX GLOBAL EXPRESSLY DOES NOT WARRANT THAT THE SERVICES MEET THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, REGULATIONS, OR GUIDELINES.

7.7. Additional Disclaimers and Agreements.

(i) LEGAL SERVICES. NAVEX GLOBAL IS NOT ENGAGED IN THE PRACTICE OF LAW. IN THE PROVISION OF SERVICES, CERTAIN ISSUES MAY ARISE THAT ARE QUASI-LEGAL IN NATURE. ANY STATEMENTS OR ASSISTANCE NAVEX GLOBAL PROVIDES IN THESE MATTERS SHOULD BE INTERPRETED AS OPINIONS OR ADVICE CONCERNING BUSINESS ISSUES TO BE CONSIDERED IN CONNECTION WITH THE SERVICES. CUSTOMER REPRESENTS AND WARRANTS IT IS NOT RELYING UPON NAVEX GLOBAL TO PROVIDE LEGAL SERVICES.

(ii) USE. CUSTOMER AGREES AND ACKNOWLEDGES THAT IT IS FULLY RESPONSIBLE FOR ITS USE OF THE SERVICES. NAVEX GLOBAL EXPRESSLY DISCLAIMS ANY LIABILITY AS A RESULT OF CUSTOMER’S USE OF THE SERVICES OR CUSTOMER’S ACTIONS OR INACTIVITIES WITH RESPECT TO ANY INFORMATION DERIVED THEREFROM, EXCEPT WHERE SUCH LIABILITY FIRST AROSE AS A DIRECT RESULT OF NAVEX GLOBAL’S (a) MATERIAL BREACH OF THIS MSA, OR (b) GROSSLY NEGligent ACT OR OMISSION IN DELIVERING THE SERVICES. NAVEX GLOBAL WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY FINES ASSESSED AGAINST CUSTOMER OR ITS LICENSED USERS.
8.0 Indemnification.

81. By NAVEX Global. NAVEX Global will indemnify and defend Customer and its officers, directors, employees, and agents against any costs and expenses (including reasonable attorneys' fees and disbursements), liability, and costs from suits, actions, or proceedings threatened, made, or brought by any third party in connection with any and all allegations, claims, or demands ("Losses") to the extent such Losses relate to or arise from (i) NAVEX Global's violation of Applicable Law; or (ii) a claim that the SaaS Offering infringes or misappropriates any third-party intellectual property rights. NAVEX Global's obligations in this Section 8.1 do not apply (A) to the extent that the allegedly infringing SaaS Offering, portions or components thereof, or modifications thereto result from any change made by Customer or any third party for Customer; (B) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Offering that NAVEX Global provided; (C) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NAVEX Global, or any material from a third-party portal or other external source that is accessible to Customer within or from the SaaS Offering (e.g., a third-party web page accessed via a hyperlink or a third-party product; (D) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by NAVEX Global; or (E) to the extent that an infringement claim is caused by Customer providing to NAVEX Global materials, designs, know-how, software, or other intellectual property with instructions to NAVEX Global to use the same in connection with the SaaS Offering.

82. By Customer. Customer will indemnify and defend NAVEX Global and its officers, directors, employees, and agents against any and all Losses to the extent such Losses relate to or arise from:

(i) a claim that any Customer Intellectual Property infringes or misappropriates any third-party intellectual property rights;

(ii) from all Taxes for which Customer is liable;

(iii) Customer's and Customer's Affiliates' use of the Services, provided that such use is the sole and proximate cause of the request for indemnification under this subsection; or

(iv) Customer's violation of Applicable Law.

83. Mutual Obligations. The party from whom indemnification is being sought pursuant to this Section 8.3 ("Indemnifying Party") shall indemnify the party seeking indemnification from the Indemnifying Party ("Indemnified Party") only on the following conditions: (i) the Indemnified Party has a valid claim for indemnification pursuant to Section 8.0; (ii) the Indemnified Party promptly provides the Indemnifying Party with Notice of any Losses; and (iii) the Indemnified Party promptly tenders control of the defense and settlement of any such Losses to the Indemnifying Party (at the Indemnifying Party's expense and with the Indemnifying Party's choice of counsel); with the exception that failure to give such Notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party shall cooperate fully with the Indemnifying Party at the Indemnifying Party's request and expense in defending or settling such claim, including, without limitation, providing any information or materials necessary for the Indemnifying Party to perform the foregoing. The Indemnifying Party will not enter into any settlement or compromise of any such claim without the Indemnified Party's prior written consent if the settlement would require admission of fault or payment by the Indemnified Party.

9.0 Confidential Information.

91. Definition of Confidential Information. "Confidential Information" means any information disclosed at any time by either party, its Affiliates, directors, officers, employees, and agents (collectively, "Representatives"), to the other party or its Representatives in anticipation of or during the parties' relationship, either directly or indirectly, in writing, orally, or by inspection of tangible objects that pertain to such party's business, including, without limitation, information concerning technology, marketing, planned functionality, market strategies, finances, employees, planning, product roadmaps, service or product purchases, performance agreements and documentation, performance results, pricing, and other confidential or proprietary information, including information a reasonable person would understand to be confidential or proprietary. Confidential Information of either party will not, however, include any information that:

(i) was publicly known and that the disclosing party made generally available in the public domain prior to the time of disclosure;

(ii) becomes publicly known and that the disclosing party made generally available after disclosure to the receiving party through no action or inaction of the receiving party;

(iii) is already in the possession of the receiving party without a breach of any third party's obligations of confidentiality at the time of disclosure by the disclosing party, the burden of proof of prior possession being on the party asserting such prior possession;

(iv) the receiving party obtains from a third party without a breach of such third party's confidentiality obligations; or

(v) the receiving party independently develops without use of or reference to the disclosing party's Confidential Information, the burden of proof of independent development being on the party asserting such independent development.

92. Disclosure of Confidential Information. Each party shall (i) hold all Confidential Information of the other party in confidence and use it only as permitted in connection with the Services provided under the Agreement; (ii) use the same care to prevent unauthorized disclosure of the disclosing party's Confidential Information as the receiving party uses with respect to its own Confidential Information of a similar nature, which shall not, in any case, be less than the care a reasonable business person would use under similar circumstances; (iii) disclose only the Confidential Information required to comply with a court order or Applicable Law in conjunction with fulfilling obligations under Section 9.4; and (iv) only
disclose the Confidential Information to its Representatives who have a need to know such information in order to perform their job, have been informed of its confidential nature, and have agreed to and are bound by no less restrictive confidentiality obligations than those in this MSA. Each party shall be liable for their respective Representative’s breach of this MSA. Confidential Information shall not be disclosed to third parties without the other party’s prior written consent unless required by Applicable Law.

93. **Injunctive Relief.** Each party acknowledges that a party’s actual or threatened breach of its confidentiality obligations under Section 9.0 would likely cause irreparable harm to the non-breaching party that could not be fully remedied by monetary damages. Each party, therefore, agrees that the non-breaching party may seek such injunctive relief or other equitable relief as may be necessary or appropriate to prevent such actual or threatened breach without the necessity of proving actual damages. Each party waives the requirement to post a bond in the event of such actual or threatened breach.

94. **Legal Process.** If either party receives notice of a subpoena, request for production of documents, court order, or requirement of a governmental agency to disclose any information or respond to an official inquiry (“Legal Process”), the recipient thereof shall, if permitted by law, give prompt Notice to the other party so the other party may move for a protective order or other relief. If either party is required to respond to or support such Legal Process involving the other party (but not where the parties are adverse to one another), the responding party shall be entitled to recover from the other party all reasonable costs, fees, and expenses that the responding party incurs, including reasonable fees for time expended by internal resources and reasonable attorneys’ fees. Each party agrees to cooperate ‘fully with the other party to respond to any notice or inquiry from a third party related to the Agreement.

10.0 **Liability Exclusions and Limitations.**

10.1. **Liability Limitations.** THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO (i) BREACHES OF CONFIDENTIALITY OBLIGATIONS; (ii) VIOLATIONS OF EITHER PARTY’S INTELLECTUAL PROPERTY RIGHTS; (iii) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS; OR (iv) PAYMENT OF FEES:

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST DATA), WHETHER FORESEEABLE OR NOT, AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY’S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE AGGREGATE CONTRACT VALUE FOR THE ONE- (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

10.2. **Time Limit for Bringing Action.** No claim or action, regardless of form, arising out of the Agreement, other than a claim or action relating to a breach of confidentiality or infringement, may be brought by either party more than two (2) years after the cause of action has arisen.

11.0 **Governing Law.** Any dispute between the parties related to the Agreement will be governed by the substantive and procedural rules of Delaware California, without regard to conflict of law principles. The parties agree to submit to the exclusive jurisdiction of and venue in the state and federal courts of Multnomah Fresno County, Oregon California, and each party waives any claims it may have for forum non conveniens. The parties agree that the Uniform Computer Information Transactions Act shall not apply to the Agreement.

12.0 **General Provisions.**

12.1. **Publicity.** With prior written approval (which may occur via email), NAVEX Global may use Customer’s name and trademarks (including use of logos) (i) in NAVEX Global’s customer lists for marketing or promotional purposes; (ii) in press releases and other communications pertaining to Customer’s agreement to use NAVEX Global’s services; and (iii) on NAVEX Global’s website and other sales and marketing media, including collateral, emails, tradeshow displays, and signs.

12.2. **Insurance.** NAVEX Global shall, at its own cost and expense, acquire and continuously maintain the insurance coverages detailed at the following website during the Term: [http://www.navexglobal.com/Insurance](http://www.navexglobal.com/Insurance).

12.3. **Third-Party Beneficiaries.** Unless otherwise prohibited by Applicable Law, nothing in the Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right, or remedy; rather, the Agreement is intended to be for the sole and exclusive benefit of the parties.

12.4. **Assignment.** The terms of the Agreement shall be binding on the parties and their respective successors. Neither party may assign, transfer, or delegate its rights or obligations under the Agreement (in whole or in part) without the other party’s prior written consent, except (i) to an Affiliate; or (ii) pursuant to a transfer of all or substantially all of such party’s business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer, or delegation in violation of the foregoing shall be null and void.

12.5. **Notice, Generally.** “Notice” means written notification to a party that shall be sent via email only, unless otherwise indicated herein. Any Notice to NAVEX Global shall be sent to: [legalnotice@navexglobal.com](mailto:legalnotice@navexglobal.com).

12.6. **Consents and Approvals.** Unless the parties have agreed otherwise herein, all consents and approvals required under the Agreement must be delivered in writing by courier or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on the most recent Order Form. Such consent or approval shall be deemed delivered when received. Customer shall send a copy of such consent or approval to [legalnotice@navexglobal.com](mailto:legalnotice@navexglobal.com) on the same date the consent or approval is sent.
12.7. **No Agency.** The Agreement shall not be construed to create a joint venture or partnership between the parties. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose, nor shall either party have any right, power, or authority to create any obligation or responsibility on behalf of the other.

12.8. **Compliance with Law.**

(i) Each party shall be responsible for compliance with Applicable Law related to the performance of its obligations under the Agreement.

(ii) NAVEX Global’s Services are subject to U.S. sanctions laws and may not be sold or licensed to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury ("Restricted Party") or in U.S.-sanctioned countries (the most up-to-date lists can be found at [http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx). Customer represents and warrants that neither Customer, its Representatives, nor, to Customer’s knowledge, its Affiliate’s Representatives are currently the subject of any investigation by the Office of Foreign Assets Control (OFAC), Department of the Treasury, or any other Governmental Authority pursuant to any laws that OFAC or any other Governmental Authority administers ("Sanctions Investigation"). Customer shall promptly notify NAVEX Global if it or any of its Representatives or its Affiliates’ Representatives become the subject of any Sanctions Investigation. Customer agrees not to transfer or provide access to the Services (a) to any Restricted Party; or (b) in or for the benefit of individuals or entities from such U.S.-sanctioned countries. Further, Customer agrees not to use the Services for the benefit of a Restricted Party or individuals or entities from such U.S.-sanctioned countries. Customer represents and warrants that it is not directly or indirectly owned by, controlled by, owning, controlling, or named as a Restricted Party. NAVEX Global and its Affiliates may not do business with a Restricted Party under U.S. law (the most up-to-date lists can be found at [http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx](http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) and [http://www.bis.doc.gov/index.php/the-denied-persons-list](http://www.bis.doc.gov/index.php/the-denied-persons-list)).

(iii) Customer represents and warrants that its use of NAVEX Global’s Services will in all respects comply with current U.S. export controls regulations and requirements, including, without limitation, those promulgated by U.S. Departments of State, Commerce, Homeland Security, Treasury, and Defense. Any breach of this Section 12.8 is a material breach of the Agreement for which no cure period shall apply.

12.9. **Force Majeure.** Except for payment of fees, neither party shall be liable for failure to perform, or the delay in performance of, any of its obligations under the Agreement if and to the extent that such failure or delay is caused by events beyond its reasonable control, including, without limitation, acts of the public enemy or a governmental body in its sovereign or contractual capacity, war, fire, flood, unusually severe weather, outside electrical failure, the limitations or failures of third-party internet service providers and/or telecommunication providers, the performance or failures of internet service providers, acts of terrorism, including cyberattacks on NAVEX Global’s computer systems or those of third parties, including, without limitation, internet service providers and telecommunication providers. If so affected, the affected party shall use commercially reasonable efforts to avoid or remove such causes of non-performance or delay and shall continue performance hereunder with reasonable dispatch whenever such causes are removed or otherwise resolved.

12.10. **Waiver.** No waiver or delay in enforcement of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and a waiver shall not be effective unless made in writing and signed by an authorized representative of the waiving party.

12.11. **Survival.** The terms and conditions of the Agreement that by their nature require performance by either party after the termination of this MSA, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, governing law, fees owed prior to the date of termination, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this MSA shall be and remain enforceable after such termination of this MSA for any reason whatsoever.

12.12. **Severability.** If any provision of the Agreement conflicts with governing law or if any provision is held to be null, void, or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Law; and (ii) the remaining terms, provisions, covenants, and restrictions of this MSA shall remain in full force and effect.

12.13. **Audit.** During NAVEX Global’s regular business hours, but not more frequently than once a year. Customer may, at its sole expense, perform a confidential audit of NAVEX Global’s compliance with Section 4.0 of this MSA as it pertains to the SaaS Offering provided under the Agreement. Any onsite audit shall be conducted on a mutually agreed date, which shall not be sooner than thirty (30) calendar days after NAVEX Global’s receipt of Customer’s written request for such audit. Such audits shall be limited to security systems as they pertain to the SaaS Offering, and the onsite portion of the audit shall not exceed a cumulative four (4) hours at NAVEX Global’s facilities. If the audit exceeds such four- (4) hour period, Customer shall be responsible for payment of professional services fees to NAVEX Global at the current hourly rate for professional services. If the audit is to be performed by a third party on Customer’s behalf, such third party shall (i) not be a direct or indirect competitor of NAVEX Global, and (ii) execute prior to commencement of the audit a confidentiality and non-disclosure agreement, as presented by and for the benefit of NAVEX Global. Upon completion of the audit, Customer shall promptly provide NAVEX Global a summary of the findings from each report prepared in connection with any such audit and discuss results, including any remediation plans. If audit results find NAVEX Global is not in substantial compliance with the requirements of Section 4.0 of this MSA, then Customer shall be entitled, at NAVEX Global’s expense, to perform up to one (1) additional such audit in that year in accordance with the procedure set forth in this Section. NAVEX Global agrees to work with Customer to identify reasonable remediation actions and to promptly take action at NAVEX Global’s expense to correct those matters.

12.14. **Entire Agreement.** The Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements, proposals, responses to requests for proposals, representations, and warranties, written or oral, concerning the subject matter of the
Agreement, including any prior non-disclosure or confidentiality agreement(s), which shall be replaced by those terms and conditions set forth in Section 9.0 unless otherwise expressly agreed to in writing by the parties. The Agreement may be modified or amended only in writing signed by a duly authorized representative of each party; any other act, usage, or custom shall not be deemed to amend or modify the Agreement. It is expressly agreed that the terms of the Agreement shall supersede the terms in any Customer purchase order, and the terms included in any such purchase order or other Customer policy shall not (i) apply to the Services ordered; or (ii) in any way modify, revise, supplement, or otherwise affect the terms and conditions of the Agreement. If Customer requires processing of payments through a third-party payment vendor, it is understood and agreed that use of such third-party payment vendor is solely for the convenience of Customer and documentation associated with payment submission shall not in any way modify, add to, or delete any of the terms and conditions of the Agreement. Any costs associated with the use of such third-party payment vendor shall be borne exclusively by Customer.

12.15 Section Headings. The Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this MSA.

12.16 Counterparts. The parties may execute this MSA and any Order Form in counterparts. An exchange of scanned and emailed executed copies or electronic signatures is acceptable. In the event of such an exchange, this MSA and any Order Form shall become binding, and any scanned and emailed signed copies or electronic signatures shall constitute admissible evidence of the existence of this MSA or Order Form.

Each of the signatories to this document represent they are duly authorized representatives of their respective party to this MSA and further represent and warrant they have the actual corporate authority to execute this MSA on behalf of their respective party. This MSA is entered into as of the Effective Date.

ACCEPTED BY Fresno Unified School District:

SIGNATURE: [Signature]

DATE: 9/17/2020

NAME (Print): Robert G. Nelson

TITLE (Print): Superintendent

ACCEPTED BY NAVEX Global, Inc.:

SIGNATURE: Shon C Ramey (Aug 31, 2020 15:26 PDT)

DATE: Aug 31, 2020

NAME (Print): Shon C Ramey

TITLE (Print): General Counsel

Approved as to Form

[Signature] 8/22/2020

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AGENDA SECTION: B
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Discuss
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Present and Discuss Special Education Update

ITEM DESCRIPTION: Staff will present an overview of the “Improving Special Education Services in the Fresno Unified School District” – Update. These updates are aligned to the recommendations from the Council of the Great City Schools Improving Special Education Services in the Fresno Unified School District report with a focus on accelerating student learning during the global pandemic.

The aim and drivers support four key areas including:

- Accelerating Student Achievement
- Community and Student Engagement
- Support for Teaching and Learning
- Operational Efficiency

This presentation will review the Special Education Department’s next steps toward achieving a model for diversity, equity and inclusion which is the true “Gold Standard”.

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

PREPARED BY: Dr. Tangee Pinheiro, Instructional Superintendent
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum, Chief Academic Officer
SUPERINTENDENT APPROVAL:
Board Meeting Date: December 08, 2021

AGENDA SECTION: B
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Discuss
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Hold Public Hearing Regarding the Redistricting of Trustee Areas within Fresno Unified

ITEM DESCRIPTION: The purpose of the public hearing is to discuss the redistricting of Trustee Areas within Fresno Unified School District and receive public input and testimony regarding appropriate criteria and boundary revisions to the district’s trustee area plan included in the draft maps.

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

PREPARED BY: David Chavez, Chief of Staff
DIVISION: Superintendent’s Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: David Chavez, Chief of Staff
SUPERINTENDENT APPROVAL: ____________________________
NOTICE OF PUBLIC HEARING

FRESNO UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of Trustees of the Fresno Unified School District to receive public input and testimony regarding revisions to the District’s trustee area plan. Education Code § 5019.5 requires each district that elects its governing board “by-trustee area” to adjust the trustee area plan following the release of the Census. The Board will consider plans based on the 2020 Census.

The public hearing is scheduled as follows:

<table>
<thead>
<tr>
<th>DATE:</th>
<th>TIME:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 8, 2021</td>
<td>5:30 p.m.</td>
<td>Fresno Unified School District</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Board of Education Chambers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2309 Tulare St</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fresno, CA 93721</td>
</tr>
</tbody>
</table>

The public hearing will take place as a part of a regular Board of Education meeting. This is the first of two scheduled public hearings.

Please contact David Chavez at (559) 457-3566 or david.chavez@fresnounified.org, or visit the District’s redistricting website at https://board.fresnounified.org/redistricting/, for more information.
<table>
<thead>
<tr>
<th>District</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>NDC 101</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>56,787</td>
</tr>
</tbody>
</table>

### Deviation from ideal
-103 -2,007 1,144 -361 -971 1,064 1,231 3,238

### % Deviation
-0.16% -3.53% 2.01% -0.63% -1.71% 1.87% 2.16% 5.69%

### Total Pop
- % Hisp: 66.6% 74% 58% 59% 56% 45% 33% 56%
- % NH White: 10% 7% 12% 20% 23% 31% 47% 22%
- % NH Black: 12% 5% 7% 7% 10% 8% 6% 8%
- % Asian-American: 7% 12% 21% 11% 6% 12% 10% 11%

### Citizen Voting Age Pop
- % Hisp: 59% 66% 46% 49% 46% 38% 25% 45%
- % NH White: 16% 12% 22% 31% 34% 45% 59% 34%
- % NH Black: 17% 6% 9% 9% 13% 6% 7% 9%
- % Asian/Pac.Isl.: 6% 14% 23% 9% 6% 10% 8% 11%

### Voter Registration (Nov 2020)
- % Latino est.: 55% 67% 49% 49% 47% 37% 25% 45%
- % Spanish-Surnamed: 51% 61% 45% 45% 43% 34% 23% 41%
- % Asian-Surnamed: 2% 3% 6% 3% 2% 3% 4% 3%
- % Filipino-Surnamed: 1% 1% 1% 1% 1% 1% 1% 1%
- % NH White est.: 18% 21% 31% 40% 39% 55% 66% 42%
- % NH Black: 25% 9% 14% 9% 13% 6% 6% 11%

### Voter Turnout (Nov 2020)
- % Latino est.: 53% 66% 49% 49% 47% 44% 35% 23% 41%
- % Spanish-Surnamed: 50% 62% 45% 44% 41% 32% 21% 38%
- % Asian-Surnamed: 2% 3% 6% 2% 2% 3% 3% 3%
- % Filipino-Surnamed: 1% 1% 1% 1% 1% 1% 1% 1%
- % NH White est.: 20% 21% 33% 42% 43% 57% 68% 46%
- % NH Black: 24% 8% 13% 9% 12% 5% 5% 9%

### Voter Turnout (Nov 2018)
- % Latino est.: 50% 65% 45% 42% 38% 30% 19% 36%
- % Spanish-Surnamed: 48% 62% 42% 40% 36% 28% 18% 34%
- % Asian-Surnamed: 2% 2% 5% 2% 2% 3% 3% 3%
- % Filipino-Surnamed: 1% 1% 1% 1% 1% 1% 1% 1%
- % NH White est.: 20% 21% 36% 46% 47% 62% 72% 51%
- % NH Black est.: 24% 7% 12% 8% 11% 4% 5% 9%

### ACS Pop. Est.
- Total: 54,692 49,168 57,009 58,097 54,127 56,244 58,576 387,913

### Age
- age0-19: 32% 35% 35% 33% 31% 29% 23% 31%
- age20-60: 55% 52% 49% 51% 54% 56% 51% 52%
- age60plus: 13% 13% 16% 16% 15% 15% 27% 17%

### Immigration
- immigrants: 24% 30% 28% 16% 15% 14% 13% 20%
- naturalized: 32% 30% 46% 44% 44% 52% 60% 42%

### Language spoken at home
- English: 40% 33% 39% 57% 61% 68% 75% 54%
- Spanish: 54% 55% 43% 35% 31% 20% 13% 35%
- Asian-lang: 5% 11% 15% 6% 4% 8% 5% 8%
- other lang: 1% 1% 3% 2% 3% 4% 7% 3%

### Language Fluency
- Speaks Eng. "Less than Very Well": 27% 30% 26% 15% 14% 10% 8% 18%

### Education
- (among those age 25+)
- hs-grd: 45% 41% 47% 51% 53% 54% 44% 48%
- bachelor: 6% 4% 8% 10% 11% 16% 22% 12%
- graduat degree: 2% 2% 4% 4% 5% 7% 15% 6%

### Child in Household
- child-under18: 43% 45% 47% 42% 37% 31% 26% 38%

### Pct of Pop. Age 16+
- employed: 52% 56% 56% 60% 63% 64% 62% 59%

### Household Income
- income 0-25k: 44% 45% 37% 34% 33% 27% 15% 32%
- income 25-50k: 26% 28% 25% 24% 28% 27% 21% 25%
- income 50-75k: 15% 16% 16% 17% 16% 20% 19% 17%
- income 75-200k: 14% 10% 21% 23% 21% 24% 38% 23%
- income 200k+: 1% 1% 2% 2% 2% 2% 8% 3%

### Housing Stats
- single family: 65% 63% 58% 63% 60% 52% 74% 62%
- multi-family: 35% 37% 42% 37% 40% 48% 26% 38%
- rented: 68% 71% 59% 59% 62% 62% 39% 58%
- owned: 32% 29% 41% 41% 38% 38% 61% 42%

Total population data from the 2020 Decennial Census.
Surname-based Voter Registration and Turnout data from the California Surname Database.
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.
## NDC 102

<table>
<thead>
<tr>
<th>District</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Pop</td>
<td>56,787</td>
<td>55,058</td>
<td>54,640</td>
<td>56,780</td>
<td>57,343</td>
<td>59,138</td>
<td>58,501</td>
<td>396,227</td>
</tr>
<tr>
<td>Deviation from ideal</td>
<td>-103</td>
<td>-1,832</td>
<td>-2,250</td>
<td>-130</td>
<td>453</td>
<td>2,248</td>
<td>1,611</td>
<td>4,498</td>
</tr>
<tr>
<td>% Deviation</td>
<td>-0.18%</td>
<td>-3.22%</td>
<td>-3.96%</td>
<td>-0.23%</td>
<td>0.80%</td>
<td>3.95%</td>
<td>2.83%</td>
<td>7.91%</td>
</tr>
</tbody>
</table>

### Total Pop

| % Hispanic | 66.6% | 74% | 58% | 60% | 57% | 45% | 34% | 56% |
| % NH White | 10% | 7% | 12% | 18% | 23% | 31% | 47% | 22% |
| % NH Black | 12% | 5% | 8% | 7% | 10% | 8% | 6% | 8% |
| % Asian-American | 7% | 12% | 20% | 12% | 6% | 12% | 10% | 11% |

### Citizen Voting Age Pop

| % Latino est. | 55% | 67% | 49% | 50% | 46% | 37% | 25% | 45% |
| % Spanish-Surnamed | 51% | 61% | 45% | 46% | 43% | 34% | 23% | 41% |
| % Asian-Surnamed | 2% | 3% | 6% | 3% | 2% | 3% | 4% | 3% |
| % Filipino-Surnamed | 1% | 1% | 1% | 1% | 1% | 1% | 1% | 1% |
| % NH White est. | 18% | 21% | 31% | 39% | 40% | 55% | 65% | 42% |
| % NH Black | 25% | 9% | 14% | 9% | 13% | 6% | 6% | 11% |
| % Asian/PacIsl. | 6% | 14% | 22% | 10% | 6% | 11% | 8% | 11% |

### Voter Registration (Nov 2020)

| % Latino est. | 53% | 66% | 48% | 48% | 43% | 35% | 23% | 41% |
| % Spanish-Surnamed | 50% | 62% | 45% | 45% | 40% | 32% | 22% | 38% |
| % Asian-Surnamed | 2% | 2% | 6% | 3% | 2% | 3% | 3% | 3% |
| % Filipino-Surnamed | 1% | 1% | 1% | 1% | 1% | 1% | 1% | 1% |
| % NH White est. | 20% | 21% | 33% | 41% | 43% | 57% | 67% | 46% |
| % NH Black | 24% | 8% | 13% | 8% | 12% | 5% | 5% | 9% |

### Voter Turnout (Nov 2020)

| % Latino est. | 50% | 65% | 44% | 43% | 37% | 30% | 19% | 36% |
| % Spanish-Surnamed | 48% | 62% | 42% | 41% | 35% | 28% | 18% | 34% |
| % Asian-Surnamed | 2% | 2% | 5% | 2% | 2% | 3% | 3% | 3% |
| % Filipino-Surnamed | 1% | 1% | 1% | 1% | 1% | 1% | 1% | 1% |
| % NH White est. | 20% | 21% | 36% | 45% | 48% | 62% | 71% | 51% |
| % NH Black est. | 24% | 7% | 12% | 8% | 11% | 5% | 5% | 9% |

#### Voter Turnout (Nov 2018)

| % Latino est. | 50% | 65% | 44% | 43% | 37% | 30% | 19% | 36% |
| % Spanish-Surnamed | 48% | 62% | 42% | 41% | 35% | 28% | 18% | 34% |
| % Asian-Surnamed | 2% | 2% | 5% | 2% | 2% | 3% | 3% | 3% |
| % Filipino-Surnamed | 1% | 1% | 1% | 1% | 1% | 1% | 1% | 1% |
| % NH White est. | 20% | 21% | 36% | 45% | 48% | 62% | 71% | 51% |
| % NH Black est. | 24% | 7% | 12% | 8% | 11% | 5% | 5% | 9% |

#### ACS Pop. Est.

<table>
<thead>
<tr>
<th>Age</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>age60-99</td>
<td>32%</td>
</tr>
<tr>
<td>age90-99</td>
<td>35%</td>
</tr>
<tr>
<td>age90-99</td>
<td>36%</td>
</tr>
<tr>
<td>age60-99</td>
<td>34%</td>
</tr>
<tr>
<td>age60-99</td>
<td>30%</td>
</tr>
<tr>
<td>age60-99</td>
<td>28%</td>
</tr>
<tr>
<td>age60-99</td>
<td>23%</td>
</tr>
</tbody>
</table>

#### Language spoken at home

<table>
<thead>
<tr>
<th>Language spoken at home</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>40%</td>
</tr>
<tr>
<td>Spanish</td>
<td>54%</td>
</tr>
<tr>
<td>Asian</td>
<td>5%</td>
</tr>
<tr>
<td>Other</td>
<td>1%</td>
</tr>
<tr>
<td>Total</td>
<td>99%</td>
</tr>
</tbody>
</table>

#### Education (among those age 25+)

<table>
<thead>
<tr>
<th>Education (among those age 25+)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HS Grad</td>
<td>45%</td>
</tr>
<tr>
<td>Bachelor</td>
<td>6%</td>
</tr>
<tr>
<td>Graduate Degree</td>
<td>2%</td>
</tr>
<tr>
<td>Total</td>
<td>53%</td>
</tr>
</tbody>
</table>

#### Child in Household

<table>
<thead>
<tr>
<th>Child in Household</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employed</td>
<td>52%</td>
</tr>
<tr>
<td>Unemployed</td>
<td>48%</td>
</tr>
<tr>
<td>Total</td>
<td>50%</td>
</tr>
</tbody>
</table>

#### Household Income

<table>
<thead>
<tr>
<th>Household Income</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income 0-25k</td>
<td>44%</td>
</tr>
<tr>
<td>Income 26-50k</td>
<td>26%</td>
</tr>
<tr>
<td>Income 51-75k</td>
<td>15%</td>
</tr>
<tr>
<td>Income 76-200k</td>
<td>14%</td>
</tr>
<tr>
<td>Income 200k+</td>
<td>1%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
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#### Housing Stats

<table>
<thead>
<tr>
<th>Housing Stats</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>65%</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>35%</td>
</tr>
<tr>
<td>Rented</td>
<td>68%</td>
</tr>
<tr>
<td>Owned</td>
<td>32%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
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### NDC 103

<table>
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<th>District</th>
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<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>Total</th>
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<tr>
<td></td>
<td>55,396</td>
<td>56,449</td>
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<td>398,227</td>
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<tr>
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<td>% Deviation</td>
<td>-2.63%</td>
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<td>-3.96%</td>
<td>-0.23%</td>
<td>2.90%</td>
<td>3.95%</td>
<td>0.73%</td>
<td>7.91%</td>
</tr>
<tr>
<td>% Hisp</td>
<td>66.1%</td>
<td>77%</td>
<td>58%</td>
<td>60%</td>
<td>57%</td>
<td>45%</td>
<td>33%</td>
<td>56%</td>
</tr>
<tr>
<td>% NH White</td>
<td>11%</td>
<td>6%</td>
<td>12%</td>
<td>18%</td>
<td>23%</td>
<td>31%</td>
<td>48%</td>
<td>22%</td>
</tr>
<tr>
<td>% NH Black</td>
<td>13%</td>
<td>4%</td>
<td>8%</td>
<td>7%</td>
<td>10%</td>
<td>8%</td>
<td>6%</td>
<td>8%</td>
</tr>
<tr>
<td>% Asian-American</td>
<td>7%</td>
<td>11%</td>
<td>20%</td>
<td>12%</td>
<td>7%</td>
<td>12%</td>
<td>9%</td>
<td>11%</td>
</tr>
</tbody>
</table>

#### Total Pop

<table>
<thead>
<tr>
<th>Year</th>
<th>2020-Decennial Census</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>27,740</td>
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</tbody>
</table>

#### Citizen Voting Age Pop

- **Voter Registration (Nov 2020)**
  - % Latino est.: 53% 69% 49% 50% 47% 37% 25% 45%
  - % Spanish-Surnamed: 49% 64% 45% 46% 43% 34% 23% 41%
  - % Asian-Surnamed: 2% 3% 6% 3% 2% 3% 4% 3%
  - % Filipino-Surnamed: 1% 1% 1% 1% 1% 1% 1% 1%
  - % NH White est.: 20% 19% 31% 39% 39% 55% 67% 42%
  - % NH Black: 25% 9% 14% 9% 14% 6% 5% 11%

#### Voter Turnout (Nov 2020)

- % Latino est.: 51% 69% 48% 48% 43% 35% 23% 41%
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- % Filipino-Surnamed: 1% 1% 1% 1% 1% 1% 1% 1%
- % NH White est.: 22% 19% 36% 45% 47% 62% 73% 51%
- % NH Black est.: 25% 7% 12% 8% 12% 5% 4% 9%

#### ACS Pop. Est.

<table>
<thead>
<tr>
<th>Year</th>
<th>2020-Decennial Census</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50,762</td>
</tr>
</tbody>
</table>

#### Education (among those age 25+)

<table>
<thead>
<tr>
<th>Education</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>hs-grad</td>
<td>48% 41% 47% 51% 52% 55% 45% 48%</td>
</tr>
<tr>
<td>bachelor</td>
<td>6% 4% 8% 9% 11% 17% 22% 12%</td>
</tr>
<tr>
<td>graduated degree</td>
<td>2% 2% 4% 4% 5% 6% 15% 6%</td>
</tr>
</tbody>
</table>

#### Child in Household

- child-under18: 40% 49% 47% 43% 37% 30% 26% 38%
- child-under18 employed: 51% 57% 56% 56% 64% 64% 61% 59%

#### Household Income

<table>
<thead>
<tr>
<th>Household Income</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>income 0-25k</td>
<td>49% 41% 37% 34% 33% 27% 14% 32%</td>
</tr>
<tr>
<td>income 25-50k</td>
<td>26% 28% 24% 24% 27% 27% 22% 25%</td>
</tr>
<tr>
<td>income 50-75k</td>
<td>14% 17% 16% 17% 16% 21% 19% 17%</td>
</tr>
<tr>
<td>income 75-200k</td>
<td>12% 13% 21% 23% 22% 24% 37% 23%</td>
</tr>
<tr>
<td>income 200k-plus</td>
<td>1% 1% 2% 1% 2% 2% 8% 3%</td>
</tr>
</tbody>
</table>

#### Housing Stats

<table>
<thead>
<tr>
<th>Housing Stats</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>single family</td>
<td>58% 70% 57% 65% 63% 50% 72% 62%</td>
</tr>
<tr>
<td>multi-family</td>
<td>42% 30% 43% 35% 37% 50% 28% 38%</td>
</tr>
<tr>
<td>owned</td>
<td>29% 33% 41% 42% 40% 37% 60% 42%</td>
</tr>
</tbody>
</table>

Total population data from the 2020 Decennial Census.
Surname-based Voter Registration and Turnout data from the California Statewide Database.
Latinos, voter registration and turnout data are Spanish surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2016 American Community Survey and Special Tabulation 5-year data.
Redistricting Draft Maps
# Redistricting Process

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Census Data Releases</strong></td>
<td>• Census Bureau releases official 2020 Census population data – Aug. 12</td>
</tr>
<tr>
<td></td>
<td>• California’s official ‘prisoner-adjusted’ 2020 redistricting data – Sept. 21, 27</td>
</tr>
<tr>
<td><strong>Public Hearing</strong></td>
<td>• Educate, solicit input on the communities in the Trustee Areas</td>
</tr>
<tr>
<td>September 15, 2021</td>
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</tr>
<tr>
<td><strong>Public Hearing</strong></td>
<td>• Educate, solicit input on the communities in the Trustee Areas</td>
</tr>
<tr>
<td>October 27, 2021</td>
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<tr>
<td><strong>Public Hearing</strong></td>
<td>• Discuss, revise draft map(s), if necessary</td>
</tr>
<tr>
<td>December 8, 2021</td>
<td></td>
</tr>
<tr>
<td><strong>Public Hearing</strong></td>
<td>• Discuss, determine final map</td>
</tr>
<tr>
<td>January 12, 2022</td>
<td>• Deadline for the public to submit draft maps: December 27 @ 5:00 p.m.</td>
</tr>
<tr>
<td><strong>Legal Deadline</strong></td>
<td>• First election using new areas will be in November 2022</td>
</tr>
<tr>
<td>February 28, 2022</td>
<td></td>
</tr>
</tbody>
</table>
# Redistricting Rules and Goals

<table>
<thead>
<tr>
<th>Federal Laws</th>
<th>Statutory Criteria</th>
<th>Other Traditional Redistricting Principles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal Population</td>
<td>Topography</td>
<td>Minimize voters shifted to different election years</td>
</tr>
<tr>
<td>Federal Voting Rights Act</td>
<td>Geography</td>
<td>Respect voters’ choices / continuity in office</td>
</tr>
<tr>
<td>No Racial Gerrymandering</td>
<td>Cohesiveness, contiguity, integrity, and compactness of territory</td>
<td>Future population growth</td>
</tr>
<tr>
<td></td>
<td>Community of interest of the trustee areas</td>
<td>Preserving the core of existing districts</td>
</tr>
</tbody>
</table>

- Topography
- Geography
- Cohesiveness, contiguity, integrity, and compactness of territory
- Community of interest of the trustee areas
# 2020 Census

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hisp.</td>
<td>53,847</td>
<td>54,883</td>
<td>58,034</td>
<td>56,529</td>
<td>57,008</td>
<td>57,954</td>
<td>59,972</td>
<td></td>
</tr>
<tr>
<td>Diff.</td>
<td>-3,043</td>
<td>-2,007</td>
<td>1,144</td>
<td>-361</td>
<td>118</td>
<td>1,064</td>
<td>3,082</td>
<td></td>
</tr>
<tr>
<td>Diff. %</td>
<td>-5.35%</td>
<td>-3.53%</td>
<td>2.01%</td>
<td>-0.63%</td>
<td>0.21%</td>
<td>1.87%</td>
<td>5.42%</td>
<td></td>
</tr>
</tbody>
</table>

Ideal: 56,890 | Deviation: 10.77%

## CVAP

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hisp.</td>
<td>59.62%</td>
<td>66.19%</td>
<td>46.11%</td>
<td>49.14%</td>
<td>45.59%</td>
<td>37.75%</td>
<td>25.63%</td>
<td>44.81%</td>
</tr>
<tr>
<td>NH White</td>
<td>15.72%</td>
<td>12.38%</td>
<td>21.56%</td>
<td>31.20%</td>
<td>33.96%</td>
<td>44.56%</td>
<td>58.14%</td>
<td>33.97%</td>
</tr>
<tr>
<td>NH Black</td>
<td>16.85%</td>
<td>5.88%</td>
<td>8.61%</td>
<td>8.79%</td>
<td>13.21%</td>
<td>5.92%</td>
<td>6.83%</td>
<td>9.25%</td>
</tr>
<tr>
<td>NH Asian</td>
<td>6.58%</td>
<td>14.30%</td>
<td>22.59%</td>
<td>9.22%</td>
<td>5.98%</td>
<td>9.99%</td>
<td>8.23%</td>
<td>10.60%</td>
</tr>
</tbody>
</table>

## Total Population

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hisp.</td>
<td>68.46%</td>
<td>74.32%</td>
<td>58.14%</td>
<td>58.98%</td>
<td>58.51%</td>
<td>45.48%</td>
<td>33.91%</td>
<td>56.45%</td>
</tr>
<tr>
<td>NH White</td>
<td>9.70%</td>
<td>7.07%</td>
<td>11.75%</td>
<td>19.57%</td>
<td>22.25%</td>
<td>31.22%</td>
<td>46.79%</td>
<td>21.55%</td>
</tr>
<tr>
<td>NH Black</td>
<td>12.44%</td>
<td>5.12%</td>
<td>7.28%</td>
<td>6.91%</td>
<td>9.67%</td>
<td>7.59%</td>
<td>6.17%</td>
<td>7.85%</td>
</tr>
<tr>
<td>NH Asian</td>
<td>6.68%</td>
<td>11.52%</td>
<td>20.57%</td>
<td>11.37%</td>
<td>6.13%</td>
<td>11.70%</td>
<td>9.74%</td>
<td>11.15%</td>
</tr>
</tbody>
</table>
- Minimal changes for population balancing only
- Areas 2, 3, 4, and 6 unchanged
Changes for population balancing and additional slight changes to better align to attendance zones
More significant changes to better align to attendance zones, particularly in the Roosevelt area.
Online Mapping Tools

Maptitude Online Redistricting

Dave’s Redistricting App
Interactive Online Map Viewer
Discussion/Action for This Evening

Which map(s) do you prefer?

What modification(s) would make your preferred map(s) even better?

Possible: Narrowing to “focus” maps

Provide: Direction on new/revised map(s)
AGENDA SECTION: B
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve the 2020/21 Audited Financial Statements Prepared by Crowe LLP

ITEM DESCRIPTION: Included in the Board binders is the Annual Financial Audit Report as prepared by our external auditors, Crowe LLP. The audit report has been completed for submission to the State Department of Education. Each year the district is required to have its financial statements audited by an independent accounting firm. We are pleased to report that Fresno Unified School District has received an “Unmodified Opinion” for the 2020/21 Audit, which is the best opinion that can be issued.

The district’s Audit Committee is scheduled to meet to review the audit report on December 06, 2021. Comments from that meeting will be reported to the Board as appropriate. A representative from Crowe LLP will present the audit report to the Board.

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

PREPARED BY: Kim Kelstrom
Executive Officer

DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:
Fresno Unified School District
Audit Results for the year ended
June 30, 2021

December 08, 2021
Auditor’s Responsibilities, Planned Scope, and Audit Timeline

• Express an opinion on the financial statements, federal and state compliance
• Risk of material misstatement
• Internal control evaluation
• Risk based audit approach

Phase One – March 2021
Phase Two – May 2021
Phase Three – September / October 2021
Reporting / Completion – October / November 2021
New Accounting Standards

• Governmental Accounting Standards Board (GASB) Standard No. 84 – Fiduciary Activities.

  • GASB Standard No. 84 establishes criteria for identifying fiduciary activities of all state and local governments. Under GASB 84, Student Activity Funds, commonly referred to as “Associated Student Body”, are now included as a Special Revenue Fund of the District rather than an Agency Fund, as previously reported. The effect was a net increase to the beginning Government-Wide Net Position and Aggregate Remaining Fund Information totaling $2,457,388.
Corrected and Uncorrected Misstatements

- Corrected Misstatements:
  - No corrected misstatements

- Uncorrected Misstatements:
  1. Internal Service (Self-Insurance) Fund: A portion of the District’s payroll is accounted for in the Internal Service Fund; therefore, a portion of the District’s Net Pension Liability should also be allocated. However, the Internal Service Fund is combined with the Governmental Activities of the District; therefore, the Net Pension Liability District-wide is not understated.
Other Required Communications

• There were no difficulties encountered with management

• There were no disagreements with management

• No consultation with other accountants

• No significant or adverse events require your attention in connection with the completion of the audit
## Audit Results

<table>
<thead>
<tr>
<th>Type of Opinion</th>
<th>Results / Questioned Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Statements</td>
<td>Unmodified</td>
</tr>
<tr>
<td>Federal Compliance</td>
<td>Unmodified</td>
</tr>
<tr>
<td>State Compliance</td>
<td>Unmodified</td>
</tr>
</tbody>
</table>
Financial Highlights

• Key Statistics:
  • Total assets of the District at June 30, 2021: $ 2.1 billion
  • Total net position of the District at June 30, 2021: $(1.1 billion)
    o Net Pension Liability at June 30, 2021: $(993.5 million)
    o Net OPEB Liability at June 30, 2021: $(1.1 billion)
  • Total change in net position for the District for the year ended June 30, 2021: $ 9.0 million
  • General Fund, Fund Balance at June 30, 2021: $ 229.2 million
  • In compliance with reserves recommended by the State of California
  • Positive certification status with County Superintendent of Schools
Audit Findings & Recommendations

• No reportable findings for the State Compliance, Uniform Guidance, or Financial Statement audits.
Conclusion

• The District’s financial statements are presented fairly in all material respects

• No audit adjustments

• No audit findings related to internal controls and federal compliance

• Management and staff at the District office and school sites were prepared and responded timely to our requests

• The District’s audit report will be filed with the State Controller’s Office before the January 31, 2022 reporting deadline.
Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

AGENDA SECTION: B
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Discuss and Approve the 2021/22 First Interim Financial Report

ITEM DESCRIPTION: California school districts are required to approve interim financial reports twice each fiscal year. Fresno Unified School District’s 2021/22 First Interim Financial Report is presented for approval and reflects a positive certification of the district’s financial condition. The report is based on the October 31, 2021 year-to-date revenue and expenditures as required by state law.

The Superintendent recommends approval of the First Interim Financial Report.

FINANCIAL SUMMARY: A positive certification reflects that the district’s projected reserve for 2021/22 at $115.1 million exceeds the minimum required reserve for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. The support material reflects a multi-year projected budget for the Unrestricted General Fund and utilizes the State assumptions developed by the California County Superintendents Educational Services Association.

PREPARED BY: Kim Kelstrom
Executive Officer

DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:
First Interim Financial Report
2021/22

12/08/2021
Summary:
• Budget to actual report based on year-to-date results
• Positive Certification of the district’s financial condition

Items to Review:
• Financial Reporting Timelines
• First Interim 2021/22 – Certification
• First Interim 2021/22 – Current Year Revenues and Expenses
• Multi-Year Projection Assumptions for 2022/23 and 2023/24
Financial Reporting Timelines

**State Financial Reports**

- Adopted Budget – June 30
- First Interim – December 15
- Second Interim – March 15
- Unaudited Actuals – September 15
- Independent Audit – December 15

**Local Financial Reports**

- First Budget Revision – typically by October 15
  - Recognize actual beginning balances and carryover
- Other Budget Revisions as necessary
  - Usually accompany Interim Reports
Submitting a **Positive Certification** for

**First Interim 2021/22**

The district is able to meet its financial obligations for this year and two subsequent years and will have a positive cash balance.
Local Control Funding Formula (LCFF)

- Budget Revision No. 1 recognized an increase in the supplemental and concentration rate; resources will be used for site staff – $30.3 million
- Community Day school lower enrollment – ($900,000)
Captured savings where appropriate
- Salaries and Benefits – $14.0 million
- Supplies, Services, Capital Outlay – $3.6 million
- Indirect Costs – ($2.0 million)

Salary Contingency per Collective Bargaining Agreement
- 4% ongoing salary increase and one-time 0.5% increase

Board Approved Committed Funds
- Textbook Adoption uncommitted for Physics Adoption – $900,000

Board Approved One-Time Expenditures Assigned Funds
- Utilization of Reserve – $35.5 million
- Design Science Facility – $3.3 million
- Restroom Renovation – $0.2 million
- Supplemental and Concentration Carryover – $15.0 million
- Education Center Remodel – $5.0 million
Multi-Year Projections

Multi-Year Assumptions

- **LCFF**
  - 2022/23 – 2.48% COLA
  - 2023/24 – 3.11% COLA

- Increase contribution to STRS and PERS per statute
  - 2022/23 – $12.0 million
  - 2023/24 – $1.0 million

- **Health and Welfare**
  - 2022/23 $2.4 million
  - 2023/24 $4.0 million

- Workers’ Compensation rate at 90% through 2023/24
Projected Employer Pension Increases

**2013/14** – 8.25%
**2014/15** – 8.88%
**2015/16** – 10.73%
**2016/17** – 12.58%
**2017/18** – 14.43%
**2018/19** – 16.28%
**2019/20** – 17.10%
**2020/21** – 16.15%
**2021/22** – 16.92%
**2022/23** – 19.10%
**2023/24** – 19.10%
**2024/25** – 19.10%

*Estimated rates provided by CalPERS*
## Multi-Year Projections (in millions)

### Ongoing Funds:

<table>
<thead>
<tr>
<th></th>
<th>Projected 2021/22</th>
<th>Projected 2022/23</th>
<th>Projected 2023/24</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$873.42</td>
<td>$884.35</td>
<td>$908.43</td>
</tr>
<tr>
<td>Expenses, Sources/Uses</td>
<td>$861.23</td>
<td>$907.62</td>
<td>$920.64</td>
</tr>
<tr>
<td><strong>Ongoing Net Change in Fund Balance</strong></td>
<td>$12.19</td>
<td>($23.27)</td>
<td>($12.21)</td>
</tr>
</tbody>
</table>

### One-Time Funds:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Time Revenues</td>
<td>$0.78</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>One-Time Expenses</td>
<td>$9.69</td>
<td>$32.55</td>
<td>$11.00</td>
</tr>
<tr>
<td>One-Time State and Federal Recovery Funds</td>
<td>$206.01</td>
<td>$258.04</td>
<td>$194.81</td>
</tr>
<tr>
<td>One-Time State and Federal Recovery Expenses</td>
<td>$144.81</td>
<td>$196.84</td>
<td>$194.81</td>
</tr>
<tr>
<td><strong>One-Time Net Change in Fund Balance</strong></td>
<td>$52.29</td>
<td>$28.65</td>
<td>($11.00)</td>
</tr>
</tbody>
</table>

### Total Unrestricted General Fund:

<table>
<thead>
<tr>
<th></th>
<th>Projected 2021/22</th>
<th>Projected 2022/23</th>
<th>Projected 2023/24</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$199.50</td>
<td>$263.98</td>
<td>$269.36</td>
</tr>
<tr>
<td>Ending Balance</td>
<td><strong>$263.98</strong></td>
<td><strong>$269.36</strong></td>
<td><strong>$246.15</strong></td>
</tr>
<tr>
<td>Cash, Inventory, Prepaid Assets</td>
<td>$3.60</td>
<td>$3.60</td>
<td>$3.60</td>
</tr>
<tr>
<td>Committed for Future Textbook Adoption</td>
<td>$25.00</td>
<td>$11.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Committed Pandemic Learning and Recovery</td>
<td>$61.20</td>
<td>$122.40</td>
<td>$122.40</td>
</tr>
<tr>
<td>Designated Funds</td>
<td>$35.50</td>
<td>$12.20</td>
<td>$0.00</td>
</tr>
<tr>
<td>Reserve for One-Time Expenses and Carryover</td>
<td>$23.55</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td><strong>Net Unrestricted General Fund Balance:</strong></td>
<td><strong>$115.13</strong></td>
<td><strong>$115.16</strong></td>
<td><strong>$115.15</strong></td>
</tr>
<tr>
<td><strong>Change in Reserve</strong></td>
<td><strong>$1.39</strong></td>
<td><strong>$0.03</strong></td>
<td>($0.01)</td>
</tr>
<tr>
<td>Reserve level</td>
<td><strong>8.99%</strong></td>
<td><strong>8.42%</strong></td>
<td><strong>8.50%</strong></td>
</tr>
</tbody>
</table>
First Interim 2021/22 – Summary

- Captured savings from current year expenditures
- Revised Multi-Year Projections
- Resulting “Positive Certification”
- Staff recommends approval of the 2021/22 First Interim Financial Report
AGENDA SECTION: B
(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Discuss
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Hold a Public Hearing to Present and Discuss the Educator Effectiveness Block Grant

ITEM DESCRIPTION: Included in the Board binders is a plan for Fresno Unified to provide professional learning for teachers, administrators, paraprofessionals, and classified staff that will promote educator equity, quality, and effectiveness. This one-time funding is for $18,186,921 to be expended by June 30, 2026. Funds can be used for coaching, mentoring, programs, practices, and strategies that lead to the acceleration of student learning.

FINANCIAL SUMMARY: Sufficient funds in the amount of $18,186,921 are available in the Educator Effectiveness Block Grant budget.

PREPARED BY: Carlos Castillo, Instructional Superintendent
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum, Chief Academic Officer
SUPERINTENDENT APPROVAL:
AGENDA SECTION: C
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Receive
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Results of Issuance and Sale of 2021 Refunding General Obligation Bonds

ITEM DESCRIPTION: Included in the Board binders is a summary which describes the results of the issuance and sale of 2021 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed $160 million on November 23, 2021.

As part of the bond sale process, Moody’s Investors Service updated its bond credit rating for the district. In the report to potential investors dated November 10, 2021, the credit opinion labeled the district’s outlook as “stable”. “The stable outlook reflects our expectation that the district’s economy will continue to grow and the district’s financial profile will remain sound, supported by management’s conservative budgeting practices”.

On November 03, 2021, the Board of Education was presented with estimated financing figures based on the then-current market condition. The attached financial summary updates previous estimates provided to the Board.

FINANCIAL SUMMARY: The issuance and sale of 2021 Refunding General Obligation Bonds resulted in a savings of approximately $6.0 million.

PREPARED BY: Santino Danisi
Chief Financial Officer

DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:
### Final Financing Summary

<table>
<thead>
<tr>
<th></th>
<th>2021 Refunding, Series A</th>
<th>2021 Refunding, Series B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale Date:</td>
<td>11/23/2021</td>
<td>11/23/2021</td>
</tr>
<tr>
<td>Closing Date:</td>
<td>12/15/2021</td>
<td>12/15/2021</td>
</tr>
<tr>
<td>Sale Method:</td>
<td>Negotiated</td>
<td></td>
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<tr>
<td>Underlying Ratings:</td>
<td>Aa3 / -- / --</td>
<td></td>
</tr>
<tr>
<td>Optional Redemption:</td>
<td>Non-Callable</td>
<td>8/1/2031</td>
</tr>
</tbody>
</table>

#### Sources and Uses:

**Sources:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2021 Refunding, Series A</th>
<th>2021 Refunding, Series B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Par Amount</td>
<td>$30,290,000</td>
<td>$70,360,000</td>
</tr>
<tr>
<td>Original Issue Premium</td>
<td>4,148,662</td>
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<tr>
<td>Total</td>
<td>$34,438,662</td>
<td>$70,360,000</td>
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</tbody>
</table>

**Uses:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2021 Refunding, Series A</th>
<th>2021 Refunding, Series B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit to Refunding Escrow Fund</td>
<td>$29,384,085</td>
<td>$70,364,000</td>
</tr>
<tr>
<td>Redemption Premium</td>
<td>4,859,491</td>
<td></td>
</tr>
<tr>
<td>Underwriting Fees</td>
<td>66,941</td>
<td>155,496</td>
</tr>
<tr>
<td>Costs of Issuance</td>
<td>128,146</td>
<td>187,268</td>
</tr>
<tr>
<td>Total</td>
<td>$34,438,662</td>
<td>$70,360,000</td>
</tr>
</tbody>
</table>

#### Costs of Issuance Detail:

<table>
<thead>
<tr>
<th>Items</th>
<th>Provider</th>
<th>Estimated</th>
<th>Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond/Disclosure Counsel</td>
<td>Jones Hall</td>
<td>$58,500</td>
<td>$78,500</td>
</tr>
<tr>
<td>Bond/Disclosure Counsel Expenses</td>
<td>Jones Hall</td>
<td>900</td>
<td>900</td>
</tr>
<tr>
<td>Financial Advisor</td>
<td>Keygent</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Financial Advisor Expenses</td>
<td>Keygent</td>
<td>500</td>
<td>1,000</td>
</tr>
<tr>
<td>Printing/Posting &amp; Distribution</td>
<td>AVIA Communications</td>
<td>500</td>
<td>2,000</td>
</tr>
<tr>
<td>Demographic Data</td>
<td>California Municipal Statistics</td>
<td>475</td>
<td>1,000</td>
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<tr>
<td>Moody's Rating</td>
<td>Moody's Investors Service</td>
<td>21,500</td>
<td>53,500</td>
</tr>
<tr>
<td>Verification Agent</td>
<td>Causey Demgen &amp; Moore</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Paying Agent/Escrow Agent</td>
<td>U.S. Bank</td>
<td>4,770</td>
<td>4,770</td>
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<tr>
<td>Contingency</td>
<td></td>
<td>501</td>
<td>3,098</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$128,146</td>
<td>$187,268</td>
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</table>
## Final Financing Summary

### Debt Service Schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Coupon (%)</th>
<th>Yield (%)</th>
<th>Interest</th>
<th>Total Refunding Debt Service</th>
<th>Prior Refunded Debt Service</th>
<th>Total Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/1/2022</td>
<td>$4,390,000</td>
<td>4.000</td>
<td>0.140</td>
<td>$760,616</td>
<td>$5,150,616</td>
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<td>($1,431,688)</td>
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<tr>
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<td>2,840,000</td>
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<td>0.260</td>
<td>1,036,000</td>
<td>3,876,000</td>
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<td>250,991</td>
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<tr>
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<td>0.340</td>
<td>922,400</td>
<td>3,792,400</td>
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<td>264,277</td>
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<tr>
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<td>0.470</td>
<td>807,600</td>
<td>4,177,600</td>
<td>4,486,021</td>
<td>308,421</td>
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<tr>
<td>8/1/2026</td>
<td>3,645,000</td>
<td>4.000</td>
<td>0.610</td>
<td>672,800</td>
<td>4,317,800</td>
<td>4,638,043</td>
<td>320,243</td>
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<tr>
<td>8/1/2027</td>
<td>4,165,000</td>
<td>4.000</td>
<td>0.750</td>
<td>527,000</td>
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<td>8/1/2028</td>
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<td>8/1/2029</td>
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<td>4,763,200</td>
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<td><strong>Total</strong></td>
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<td></td>
<td><strong>$5,270,016</strong></td>
<td><strong>$35,560,016</strong></td>
<td><strong>$36,314,882</strong></td>
<td><strong>$754,866</strong></td>
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**Debt Service Savings:** $754,866

**Present Value Savings:** $686,354

**Present Value % Savings:** 2.38%
### Debt Service Schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Coupon (%)</th>
<th>Yield (%)</th>
<th>Interest</th>
<th>Total Refunding Debt Service</th>
<th>Prior Refunded Debt Service</th>
<th>Total Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/1/2022</td>
<td>655,000</td>
<td>0.538</td>
<td>0.538</td>
<td>1,336,143</td>
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<td>6,395</td>
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<tr>
<td>8/1/2023</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,124,845</td>
<td>2,124,845</td>
<td>1,997,538</td>
<td>(127,308)</td>
</tr>
<tr>
<td>8/1/2024</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,124,845</td>
<td>2,124,845</td>
<td>1,997,538</td>
<td>(127,308)</td>
</tr>
<tr>
<td>8/1/2025</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,124,845</td>
<td>2,124,845</td>
<td>1,997,538</td>
<td>(127,308)</td>
</tr>
<tr>
<td>8/1/2026</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,124,845</td>
<td>2,124,845</td>
<td>1,997,538</td>
<td>(127,308)</td>
</tr>
<tr>
<td>8/1/2027</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,124,845</td>
<td>2,124,845</td>
<td>1,997,538</td>
<td>(127,308)</td>
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<tr>
<td>8/1/2028</td>
<td>1,020,000</td>
<td>2.128</td>
<td>2.128</td>
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<td>197,692</td>
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<tr>
<td>8/1/2029</td>
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<td>3,398,139</td>
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<td>199,398</td>
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<tr>
<td>8/1/2030</td>
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<td>2.317</td>
<td>2,074,688</td>
<td>2,729,688</td>
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<td>217,849</td>
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<td>8/1/2031</td>
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<td>2.417</td>
<td>2.417</td>
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<td>2,699,512</td>
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<td>2.717</td>
<td>1,963,183</td>
<td>5,343,183</td>
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<tr>
<td>8/1/2034</td>
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<td>2.817</td>
<td>1,871,348</td>
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<td>5,767,538</td>
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<td>2.917</td>
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<td>2.997</td>
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<td>6,242,538</td>
<td>339,911</td>
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<td>3.197</td>
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<td>3.197</td>
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<td>5,909,621</td>
<td>6,257,538</td>
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<td>3.197</td>
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<td>3.197</td>
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<td>6,265,422</td>
<td>6,650,038</td>
<td>384,656</td>
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<td>3.197</td>
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<td>3.197</td>
<td>483,866</td>
<td>5,228,866</td>
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<td>8/1/2044</td>
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<td>3.197</td>
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<td>5,382,168</td>
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<td>8/1/2045</td>
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<td>3.197</td>
<td>170,720</td>
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<tr>
<td>Total</td>
<td>70,360,000</td>
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<td>37,409,849</td>
<td>$ 107,769,849</td>
<td>$ 113,045,688</td>
<td>$ 5,275,839</td>
</tr>
</tbody>
</table>

- **Debt Service Savings:** $5,275,839
- **Present Value Savings:** $3,065,871
- **Present Value % Savings:** 5.02%
Board Meeting Date: December 8, 2021

AGENDA SECTION: C
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Receive
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of August 1, 2021 through October 31, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from August 1, 2021 through October 31, 2021 in accordance with Education Code § 35186.

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

PREPARED BY: Teresa Plascencia, Executive Director
DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3736

CABINET APPROVAL: David Chavez, Chief of Staff
SUPERINTENDENT APPROVAL:
## Constituent Services Quarterly Report

For the Period Between August 1, 2021 and October 31, 2021

<table>
<thead>
<tr>
<th>Type of Complaint</th>
<th>Filed</th>
<th>Pending</th>
<th># Time Intensive</th>
<th>Average Number of Days to Close</th>
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</thead>
<tbody>
<tr>
<td>Personnel Complaints</td>
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<td>3</td>
<td>14</td>
<td>12.5</td>
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<tr>
<td>Uniform Complaint Procedures (UCP)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Williams Uniform Complaints</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Requests for Information or Service</td>
<td>1111</td>
<td>2</td>
<td>18</td>
<td>1.2</td>
</tr>
<tr>
<td>Other Complaints</td>
<td>27</td>
<td>0</td>
<td>3</td>
<td>1.5</td>
</tr>
<tr>
<td>Public Records Act Request</td>
<td>22</td>
<td>0</td>
<td>17</td>
<td>6.2</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>1183</strong></td>
<td><strong>5</strong></td>
<td><strong>52</strong></td>
<td><strong>5.3</strong></td>
</tr>
</tbody>
</table>
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia Title: Executive Director of Constituent Services

Quarterly Report Submission Date: □ April 2021
□ July 2021
☒ October 2021
□ January 2022

Date for information to be reported publicly at governing board meeting: December 8, 2021

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

<table>
<thead>
<tr>
<th>General Subject Area</th>
<th>Total # of Complaints</th>
<th># Resolved</th>
<th># Unresolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbooks and Instructional Materials</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Teacher Vacancy or Misassignment</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facilities Conditions</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

Robert G. Nelson, Ed.D.
Print Name of District Superintendent

__________________________________________________________________
Signature of District Superintendent                   Date