



# Pacific Charter Institute

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## **Board of Directors**

*Rex Fortune, Ph.D.*

*Beth Kay*

*Judy Miller*

*Joshua Modlin*

*Jean-Paul Prentice    Kevin Smith-Fagan*

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## **Regular Meeting of the Board of Directors Thursday, December 10, 2020 9:30 a.m.**

**This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.**

**The Board of Directors (“Board”) and employees of Pacific Charter Institute shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at <https://zoom.us/j/91655274894>. You may also call in using the Zoom phone number: US: + 1 253 215 8782 Meeting ID: 916 5527 4894**

**Members of the public who wish to comment during the Board meeting may use the “raise hand” tool on the Zoom platform. Members of the public calling in will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.**

**Access to Board Materials: A copy of the written materials which will be submitted to the Board may be reviewed by any interested persons on the Pacific Charter Institute’s website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.**

**Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling 866-992-9033, ext. 3000. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.**

## **AGENDA**

### **1. Call to Order & Roll Call**

### **2. Adoption of Agenda**

### **3. Closed Session**

1. Conference with Legal Counsel – Existing Litigation (Paragraph 1 of subdivision (d) of Section 54956.9)

Name of case: **Jaswinder (“Jessie”) Bains v. The Pacific Charter Institute, et al., Sacramento County Superior Court Case No. 34-2018-00242248**



# Pacific Charter Institute

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## **4. Announcement of Action(s) Taken in Closed Session**

## **5. Hearing of Parties Desiring to Address the Board and/or Present Petition**

Anyone may address the board regarding any item that is within the board's subject matter jurisdiction. At this point on the agenda, opportunity is provided for any individual or representative of a group to make statements to the board regarding an item(s) not listed on the agenda. The board, by law, may not take action on an item introduced during this portion of the agenda.

## **6. Consent Agenda Items-**All matters listed under Consent Agenda Items are to be considered routine and will be enacted by one motion followed by a roll call vote. There will be no separate discussion of these items unless the PCI Board, audience or staff request specific items to be removed from the Consent Agenda Items for separate discussion and action. Any agenda items removed will be voted upon following the motion to approve the Consent Agenda Items

1. Approve September 9, 2020 Special Meeting Minutes
2. Approve September 10, 2020 Regular Meeting Minutes
3. Adopt Injury and Illness Prevention Plan (IIPP) and the IIPP COVID-19 Addendum
4. Adopt BP 3005 Health and Safety COVID Policy
5. Adopt Revised BP 0001 IST Policy
6. Adopt BP 6002 Missed Assignments and Attendance Policy
7. Adopt Revised BP 5145.12 Search and Seizure Policy
8. Adopt Revised BP 6020 Parent and Family Engagement Policy
9. Approve School Plan for Student Achievement (SPSA)- Heritage Peak Charter School
10. Approve School Plan for Student Achievement (SPSA)- Rio Valley Charter School

## **7. Business Items**

1. Audit Report 2019-2020- Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep, and Sutter Peak Charter Academy – James Marta and Associate
2. First Interim Report 2020-2021- Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep, and Sutter Peak Charter Academy– Mr. Larry Pastore, Corporate Accountant and Ms. Danielle Franco-Matteoli, Business Manager
3. El Dorado Charter SELPA Local Plan and Participation Agreement- Valley View Charter Prep- Mr. Tim Ribota, Director of Student Services
4. El Dorado Charter SELPA Local Plan and Participation Agreement- Sutter Peak Charter Academy- Mr. Tim Ribota, Director of Student Services



# Pacific Charter Institute

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5. LCFF Budget Overview for Parents- Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep, Sutter Peak Charter Academy – PCI School Directors and Mr. Larry Pastore, Corporate Accountant
  6. New PCI Board of Directors Appointment- John Brennan
- 8. Reports/Communications**
1. PCI Organizational Update- Dr. Paul Keefer, Executive Director
  2. Academic Update - Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep, Sutter Peak Charter Academy – PCI School Directors and Tim Ribota, Director of Student Services
- 9. Future Meetings: March 11, 2021**
- 10. Adjournment**



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #3.1 Closed Session

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### **Background:**

The Board will adjourn to closed session regarding the following matters.

1. Conference with Legal Counsel – Existing Litigation (Paragraph 1 of subdivision (d) of Section 54956.9)  
Name of case: **Jaswinder (“Jessie”) Bains v. The Pacific Charter Institute, et al., Sacramento County Superior Court Case No. 34-2018-00242248**
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# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #6 Consent Agenda Items 6.1- 6.8

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**Background:**

REQUIRES SINGULAR ROLL CALL VOTE

All matters listed under the Consent Agenda Items are to be considered routine and will be enacted by one motion followed by a roll call vote. There will be no separate discussion of these items unless the Board of Trustees, audience, or staff request specific items to be removed from the Consent Agenda Items for separate discussion and action. Any agenda items removed will be voted upon following the motion to approve the Consent Agenda Items.

1. Approve September 9, 2020 Special Meeting Minutes
2. Approve September 10, 2020 Regular Meeting Minutes
3. Adopt Injury and Illness Prevention Plan (IIPP) and the IIPP COVID-19 Addendum
4. Adopt BP 3005 Health and Safety COVID Policy
5. Adopt Revised BP 0001 IST Policy
6. Adopt BP 6002 Missed Assignments and Attendance Policy
7. Adopt Revised BP 5145.12 Search and Seizure
8. Adopt Revised BP 6020 Parent and Family Engagement Policy
9. Approve School Plan for Student Achievement (SPSA)- HPCS
10. Approve School Plan for Student Achievement (SPSA)- RVCS

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**RECOMMENDED ACTION:**

Board of Directors approve the Consent Agenda Items.



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #6.1- 6.2 Adoption of Minutes

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### **Background:**

Presented minutes include:

1. September 9, 2020 Special Meeting
2. September 10, 2020 Regular Meeting

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### **RECOMMENDED ACTION:**

Board of Directors approve adoption of presented minutes.



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## Board of Directors

*Rex Fortune, Ph.D.*

*Beth Kay*

*Judy Miller*

*Joshua Modlin*

*Jean-Paul Prentice*

*Kevin Smith-Fagan*

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## MINUTES

**DATE & TIME:** **Wednesday, September 9, 2020 @ 9:30 a.m. – Special Meeting**

**Location:** <https://zoom.us/j/93213567078>

1. **Call to Order:** President Kay called the meeting to order at 9:30 a.m. and a quorum was established  
**Roll Call: Directors Present:** Fortune, Miller, Modlin, Smith-Fagan, Kay  
**Directors Absent:** Prentice
2. **Adoption of Agenda: APPROVED**  
**Motion: Miller**  
**Second: Smith-Fagan**  
**Vote:** By a 5-0 vote, the members Approved the agenda.  
**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay  
**No:** None
3. **Public Comments:** None
4. **Public Hearing:** President Kay opened the Public Hearing at 9:33 a.m. The board did not have any questions or comments for the directors. President Kay closed the Public Hearing at 9:34 a.m.
  1. Learning Continuity Plan and Attendance Plan (LCP) – Heritage Peak Charter School - Mr. Scott Stack, Director, Rio Valley Charter School – Ms. Leslie Leedy, Director, Sutter Peak Charter Academy – Ms. Heather Marshall, Director, Valley View Charter Prep – Mr. John Mittan, Director.
5. **Future Meetings:** September 10, 2020
6. **Adjournment:** 9:35 a.m.  
**Motion: Smith-Fagan**  
**Second: Miller**  
**Vote:** By a 5-0 vote, the members Approved to adjourn the meeting.  
**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay  
**No:** None

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Adoption Date

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Beth Kay, Board President  
PCI Board of Directors



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## Board of Directors

*Rex Fortune, Ph.D.*

*Beth Kay*

*Judy Miller*

*Joshua Modlin*

*Jean-Paul Prentice*

*Kevin Smith-Fagan*

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## MINUTES

**DATE & TIME:** **Thursday, September 10, 2020 @ 9:30 a.m.**

**Location:** <https://zoom.us/j/98623619721>

**1. Call to Order:** President Kay called the meeting to order at 9:36 a.m. and a quorum was established

**Roll Call: Directors Present:** Fortune, Modlin, Smith-Fagan, Kay, Miller (please note Ms. Miller joined the meeting at 9:38 a.m.)

**Directors Absent:** Prentice

**2. Adoption of Agenda: APPROVED**

**Motion:** Fortune

**Second:** Smith-Fagan

**Vote:** By a 4-0 vote, the members Approved the agenda.

**Ayes:** Fortune, Modlin, Smith-Fagan, Kay

**No:** None

**3. Public Comments:** None

**4. Consent Agenda Items: APPROVED**

**Motion:** Smith-Fagan

**Second:** Miller

**Vote:** By a 5-0 vote, the members Approved the Consent Agenda Items.

**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay

**No:** None

1. Approve June 11, 2020 Regular Meeting Minutes
2. Approve June 15, 2020 Regular Meeting Minutes
3. Adopt BP 5200 Math Placement Policy
4. Adopt Revised AR 0420.4 Policies and Procedures for Student Outreach, Application, Lotteries, and Enrollment
5. Adopt Revised BP 5000 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy
6. Adopt Revised BP 51006 Use of Technology Policy
7. Adopt Revised BP 1312.3 Uniform Complaint Policy and Procedures

**5. Business Items**

1. PCI 2019-2020 Unaudited Actuals for PCI- Mr. Larry Pastore, Corporate Accountant:  
**APPROVED**  
**Motion:** Smith-Fagan  
**Second:** Modlin  
**Vote:** By a 5-0 vote, the members **Approved** the PCI 2019-2020 Unaudited Actuals.  
**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay  
**No:** None
  
2. 2020-2021 Consolidated Application: Heritage Peak Charter School - Mr. Larry Pastore, Corporate Accountant- **APPROVED**  
**Motion:** Smith-Fagan  
**Second:** Miller  
**Vote:** By a 5-0 vote, the members **Approved** the 2020-2021 Consolidated Application for Heritage Peak Charter School.  
**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay  
**No:** None
  
3. 2020-2021 Consolidated Application: Rio Valley Charter School - Mr. Larry Pastore, Corporate Accountant- **APPROVED**  
**Motion:** Smith-Fagan  
**Second:** Miller  
**Vote:** By a 5-0 vote, the members **Approved** the 2020-2021 consolidated Application for Rio Valley Charter School.  
**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay  
**No:** None
  
4. Umpqua Resolution – Ms. Danielle Franco-Matteoli, Business Manager: **APPROVED**  
**Motion:** Smith- Fagan  
**Second:** Fortune  
**Vote:** By a 5-0 vote, the members **Approved** the Umpqua Resolution.  
**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay  
**No:** None
  
5. Prop 30 Education Protection Act (EPA) - Mr. Larry Pastore, Corporate Accountant:  
**APPROVED**  
**Motion:** Fortune  
**Second:** Smith-Fagan  
**Vote:** By a 5-0 vote, the members **Approved** the Prop 30 Education Protection Act (EPA).  
**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay  
**No:** None

6. Board of Directors Election of Officers for the 2020-2021 SY: **APPROVED**

**President**- Dr. Rex Fortune

**Motion:** Miller

**Second:** Smith-Fagan

**Vote:** By a 5-0 vote, the members **Approved** to elect Dr. Rex Fortune as President.

**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay

**No:** None

**Vice President**- Judy Miller

**Motion:** Fortune

**Second:** Smith-Fagan

**Vote:** By a 5-0 vote, the members **Approved** to elect Judy Miller as Vice President.

**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay

**No:** None

**Secretary**- Beth Kay

**Motion:** Smith-Fagan

**Second:** Modlin

**Vote:** By a 5-0 vote, the members **Approved** to elect Beth Kay as Secretary.

**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay

**No:** None

**Treasurer**- Joshua Modlin

**Motion:** Smith-Fagan

**Second:** Miller

**Vote:** By a 5-0 vote, the members **Approved** to elect Joshua Modlin as Treasurer.

**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay

**No:** None

6. **Reports/Communications**

1. 2020-2021 Budget Update- Mr. Larry Pastore, Corporate Accountant  
Mr. Larry Pastore discussed the change in the legislation which occurred after the approval of the PCI budget in June and that PCI will be receiving the same revenue as last year. There will no funding for student enrollment over last year's numbers which resulted in a cap on enrollment for the 20-21 SY.
2. 2020-2021 Reopening Update- Dr. Paul Keefer, Executive Director  
Dr. Keefer discussed that over 90% of all 3<sup>rd</sup>- 11<sup>th</sup> grade students have been assessed in Math and Reading using the Exact Path diagnostic assessments. PCI continues to abide by all local and state COVID-19 protocols and that a PCI Wellness Team and hotline have been put in place to assist students, families, and staff.

7. **Future Meetings:** Thursday December 10, 2020

8. **Adjournment:** 10:27 a.m.

**Motion:** Miller

**Second:** Smith-Fagan

**Vote:** By a 5-0 vote, the members **Approved** to adjourn the meeting.

**Ayes:** Fortune, Miller, Modlin, Smith-Fagan, Kay

**No:** None

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Adoption Date

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Beth Kay, Board President  
PCI Board of Directors



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #6.3 Injury and Illness Prevention Plan (IIPP) and the IIPP COVID-19 Addendum

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### **Background:**

PCI updates Board Policy (BP) and Administrative Regulations (AR) as advised by legal counsel. Revisions, updates, deletions, and additions are the result of legislation and Case Law and resulting changes to Education Code, Government code and Civil Code. The IIPP and COVID-19 addendum have been reviewed and updated by PCI Administration.

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### **RECOMMENDED ACTION:**

Board of Directors adopt the IIPP and the COVID-19 Addendum.



# Pacific Charter Institute

SAFETY MANUAL  
&  
INJURY AND ILLNESS PREVENTION PROGRAM

1401 El Camino Avenue Suite 510  
Sacramento, CA 95815

Phone: (866) 992-9033

Website: <https://pacificcharters.org>



# Pacific Charter Institute

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## ACKNOWLEDGMENT OF RECEIPT OF SAFETY MANUAL & INJURY AND ILLNESS PREVENTION PROGRAM

PLEASE READ THE EMPLOYEE SAFETY MANUAL & INJURY AND ILLNESS PREVENTION PROGRAM AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO HUMAN RESOURCES.

EMPLOYEE NAME: \_\_\_\_\_

This is to certify that I have received a copy of the Pacific Charter Institute Safety Manual & Illness and Injury Prevention Program. I have read this document, understand it, and will comply with it while working for the School.

I understand that failure to abide by these rules may result in disciplinary action and possible termination of my employment with Pacific Charter Institute.

I also understand that I am to report any injury to my Supervisor or Manager immediately and report all safety hazards.

I further understand that I have the following rights.

- I am not required to work in any area I feel is not safe.
- I am entitled to information on any hazardous material or chemical I am exposed to while working.
- I am entitled to see a copy of the PCI Safety Manual & Injury and Illness Prevention Program.
- I will not be discriminated against for reporting safety concerns.

Employee's Signature (Submitted electronically by acknowledgement via the employee portal.)

**Please submit acknowledgment of receipt of this manual and retain for your reference.**



# Pacific Charter Institute

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# Pacific Charter Institute

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## Policy Statement on Safety

The safety and health of each Pacific Charter Institute (PCI) employee is of primary importance to us. We are committed to maintaining a safe and healthful working environment, and to achieve this goal, we have developed and implemented this comprehensive Safety Manual and Injury and Illness Prevention Program (“Manual”). This Manual is designed to prevent workplace accidents, injuries, and illnesses. A complete copy of the program is maintained at our office at 1401 El Camino Avenue Suite 510, Sacramento CA 95815 and you can also find a copy on the PCI intranet. You may ask to review it at any time. You may also contact our Business Manager at (916) 717-9803, if you have any questions or concerns.

It is the intent of PCI to comply with all laws relating to occupational safety and health. Management will provide all necessary safeguards, programs, and equipment required to reduce the potential for accidents and injuries. To further increase workplace safety, we require the active participation and assistance of all employees. The policies and procedures contained in this Manual are mandatory. You should also be constantly aware of conditions in all work areas that can produce injuries or illness. No employee is required to work at a job that he or she knows is not safe. Never hesitate to inform your supervisor of any potentially hazardous situation or condition that is beyond your ability or authority to correct immediately. No employee will be discriminated against for reporting safety concerns to management.

It is the responsibility of each employee to support the company safety program and to perform in a manner that assures his or her own personal safety and the safety of others, including customers, visitors, and other trades. To be successful in our endeavor, all employees on every level must adopt proper attitudes towards injury and illness prevention. We must also cooperate in all safety and health matters, not only between management and employees, but also between each employee and his or her respective coworkers. Only through such an effort can any safety program be successful. Our objective is a safety and health program that will reduce the total number of injuries and illnesses to an absolute minimum. Our ultimate goal is zero accidents.

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Danielle Franco-Matteoli, Business Manager



# Pacific Charter Institute

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## Code of Safe Practices

### General Safety Rules

1. All persons shall follow this Code of Safe Practices and render every possible aid to safe operations.
2. Failure to abide by the Code of Safe Practices may result in disciplinary action up to and including termination.
3. Employees are to immediately report any unsafe conditions, accidents, injuries or illness to their Supervisor.
4. If you are unsure of the safe method to do your job, STOP and ask your Supervisor. Ignorance is no excuse for a safety violation.
5. No one shall be knowingly permitted to work while the employee's ability or alertness is impaired by fatigue, illness, and prescription or over the counter drugs. Employees who are suspected of being under the influence of illegal or intoxicating substances, or impaired by fatigue or an illness, shall be prohibited from working.
6. Never work while fatigued, ill, or under the influence of an illegal or intoxicating substance.
7. Anyone known to be under the influence of any drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job.
8. Horseplay, scuffling, fighting and other acts that tend to have an adverse influence on workplace safety or employee well-being are prohibited.
9. Work shall be well-planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
10. Keep the work area clean and free of debris, electrical cords and other hazards.
11. Immediately clean up spilled liquids.
12. Always notify all other individuals in your area who might be endangered by the work you are doing.
13. Do not operate equipment that you are not familiar with. Do not attempt to use such equipment until you are fully trained and authorized.



# Pacific Charter Institute

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14. You are responsible for ensuring all safety guards are operable and in place. If they are not, STOP working and tell your Supervisor.
  15. Never bring firearms, weapons, illegal drugs or alcoholic beverages on school grounds.
  16. PCI will appropriately label equipment that is NOT to be operated, energized or used. All such notices and procedures must be observed and obeyed.
  17. Do not block exits, fire doors, aisles, fire extinguishers, first aid kits, emergency equipment, electrical panels, or traffic lanes.
  18. Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
  19. Do not run on the school site if it would be unsafe to do so.
  20. Do not distract others while working. If conversation is necessary, make sure eye contact is made prior to communicating.
  21. Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
  22. Employees shall ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the Supervisor.
  23. Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
  24. Employees shall cleanse thoroughly after handling hazardous substances, and follow special instructions from authorized sources.
  25. Gasoline or other flammable liquids shall not be used for cleaning purposes.
  26. No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and authority for the work is obtained from the Supervisor.

## Resource Centers and Corporate Office(s) Safety

1. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas.



# Pacific Charter Institute

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2. Report any suspicious persons or activities to school administration.
3. Employee desk or office should be secured at the end of the day.
4. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible.
5. Employees must immediately notify school administration when keys are missing or if security access codes or passes have been breached.

## Fire Prevention and Housekeeping

1. Always take precautions to prevent fires which may be started, particularly from oily waste, rags, gasoline, flammable liquids, acetylene torches, improperly installed electrical equipment and trash.
2. Firefighting equipment is to be inspected on a regular basis. All discharged, damaged or missing equipment is to be immediately reported to a Supervisor. Tampering with fire equipment is prohibited.
3. Access to fire extinguishers must be kept clear at all times. Make note of the location of firefighting equipment in your work area.
4. Never use gasoline or flammable solvents for cleaning purposes.
5. Smoking is prohibited within twenty (20) feet of where flammable substances are present.
6. In case of fire, employees shall consider the safety of themselves and other individuals before saving property.
7. Keep your work areas free of debris. Remove useless material from the work area as fast as required to help reduce tripping hazards.
8. Maintain awareness of potential hazards when walking about the work site.
9. Keep tools, materials and equipment out of walkways and stairways at all times.
10. Sharp wires or protruding nails must be made safe.



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## General Duties and Responsibilities for Safety

A safe working environment can only be achieved and maintained when there is active interest, participation, and accountability at all levels of the organization. To ensure this, PCI delegates the following safety duties by job title. Please keep in mind that this is not an all-inclusive list. In some cases employees will need to perform safety duties outside their regular responsibilities to prevent accidents.

Executive management must plan, organize, and administer the program by establishing policy, setting goals and objectives, assigning responsibility, motivating subordinates, and monitoring results. Human Resources will support and maintain an ongoing IIPP through the following:

1. Providing clear understanding and direction to all management and employees regarding the importance of safety through the development, implementation, monitoring and revision of policy and procedures.
2. Ensuring that adequate funds are budgeted for the purchase of necessary safety materials, safety equipment, proper personal protective equipment, adequate time for employee safety training, and maintenance of tools and equipment.
3. Overseeing development, implementation, and maintenance of the IIPP and other required safety programs.
4. Maintaining an organizational commitment to accident prevention by expecting safe conduct on the part of all supervisors, and employees.
5. Holding all levels of management and employees accountable for accident prevention and safety.
6. Reviewing all accident investigations to determine corrective action.

Supervisors play a key role in the prevention of accidents on the job. They have direct contact with the employees and know the safety requirements for various jobs. Safety responsibilities for these individuals include:

1. Enforce all safety rules in the Manual and ensure safe work procedures.
2. Verify corrective action has been taken regarding safety hazards and accident investigations.
3. Conduct periodic documented inspections of the school sites to identify and correct unsafe actions and conditions that could cause accidents.
4. Act as a leader in school safety policy and setting a good example by following all safety rules.



# Pacific Charter Institute

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5. Become familiar with local, state, and federal safety regulations.
6. Correct unsafe acts and conditions that could cause accidents.
7. Communicate with all employees about safety and accident prevention activities.
8. Correct the cause of any accident as soon as possible.
9. Ascertain that proper first aid and firefighting equipment is maintained and used when conditions warrant its use.
10. Maintain good housekeeping conditions at all times.
11. Investigate all injuries and accidents to determine their cause and potential corrective action.
12. Ascertain that all injuries involving our employees that require medical attention are properly treated and promptly reported to the office.

The Safety Coordinator acts as a safety resource for the company and is responsible for maintaining program records. The Safety Coordinator will also be our primary person to deal with outside agencies regarding the safety program and its contents. Additional duties include:

1. Coordinate all loss prevention activities as a representative of management.
2. Act as a consultant to management in the implementation and administration of the policies set forth in this Manual.
3. Develop and implement loss prevention policies and procedures designed to ensure compliance with the applicable rules and regulations of all federal, state, and local agencies.
4. Review all accident reports to determine cause and preventability.
5. Conduct periodic reviews of the program and job sites to evaluate performance, discuss problems and help solve them.
6. Consult with representatives of our insurance companies in order that their loss control services will support the Manual.
7. Review Workers' Compensation Claims and help supply the insurance carrier with information about injured employees in order to keep loss reserves as low as possible.



# Pacific Charter Institute

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Every employee is responsible for working safely, both for self-protection and for protection of fellow workers. Employees must also support all company safety efforts. Specific employee safety responsibilities include:

1. If you are unsure how to do any task safely, ask your supervisor.
2. Read and abide by all requirements of this Manual.
3. Report all accidents and injuries, no matter how minor, to your supervisor immediately.
4. Report any safety hazards or defective equipment immediately to your supervisor.
5. Never possess, or be under the influence of, alcohol or controlled substances while on the premises.
6. Never engage in horseplay or fighting.
7. Participate in, and actively support, the safety program.



# Pacific Charter Institute

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## Office Safety

Office accidents can and do happen. To prevent them, PCI has developed the following rules for our office staff. We will also endeavor to include office employees in periodic safety meetings. If at any time, you feel there is a safety hazard, or you have any safety concerns, please do not hesitate to notify your direct supervisor or Human Resources.

1. Report all accidents and injuries, no matter how minor, to your Supervisor immediately.
2. Correct or report any safety hazards that you observe.
3. Clean up any spilled material that may present a slipping hazard.
4. Do not stretch any cords across aisles that may present a tripping hazard.
5. No one is allowed to climb on shelves or stand on chairs; you must use a step stool or ladder.
6. Keep all legs of the chair on the floor. Do not tilt chairs too far back.
7. No one shall be in the possession of, or under the influence of, alcohol or other intoxicating substances while on the premises.
8. No horseplay will be tolerated.
9. Close file drawers when not in use.
10. Do not open more than one file drawer at a time. This could cause the cabinet to tip.
11. Do not store heavy objects above your head that could fall on you in an earthquake.
12. Do not store flammable or combustible materials near heaters or other heat sources.
13. If you are unsure how to do any task safely, ask your supervisor.
14. Do not operate any equipment you are not trained and authorized to use.
15. Always follow safe lifting procedures when lifting any object and get help for heavy loads by doing the following:
  - Bend your knees, not your back.
  - Keep the load close to body.
  - Keep your back straight.
  - Lift with your legs.
  - Do not lift and twist.



# Pacific Charter Institute

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## Office Ergonomics

Studies have shown over the years that poorly designed and arranged work areas and repetitive motions can lead to a variety of injuries including carpal tunnel syndrome and tendonitis, which are often referred to as repetitive motion injuries (“RMI”). As with cancer, heart disease, and many other ailments, there are risk factors that increase an individual’s likelihood of developing RMI. If the risk factors are reduced, so are the chances of being injured. While some of these risk factors, such as family history, cannot be controlled in the employment setting, many can, including:

- The force used to perform a task;
- Posture while performing tasks;
- The number of repetitions performed in a given time period; and
- Mechanical stresses such as hard surfaces.

### Proper Adjustments to Office Equipment

The most significant RMI risk factor in office environments is poor body posture caused by improper workstation design or layout. In many cases employees are required to work in awkward positions for long periods of time. This greatly increases the likelihood of injury. Fortunately, this is often the easiest problem to correct. The goal is to perform work in neutral posture as much as possible. Neutral posture is best described as the most comfortable position and usually involves little or no twisting or deviation of the joints.

Sedentary employees are encouraged to contact your direct supervisor or Human Resources to ensure that their workstations allow for neutral posture, with respect to the position of the employee’s chair, computer keyboard, desk, computer monitor, and work product.



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## Hazardous Materials and Chemicals Communication Program

It is the policy of PCI that the first consideration of work shall be the protection of the safety and health of all employees. We have developed this Hazard Communication Program to ensure that materials which have been prohibited from use at public schools are not used at our school sites, and to ensure that all employees receive adequate information about the possible hazards that may result from the various materials found in our facility or used in our operations. This Hazard Communication Program will be monitored by the Business Manager, who will be responsible for ensuring that all facets of the program are carried out, and that the program is effective.

The following are a few of the common materials regulated by the program:<sup>1</sup>

- Asbestos-containing materials;
- Lead-containing materials;
- Pesticides, including antimicrobial sanitizers and disinfectants;
- Cleaning products and air purifiers; and
- Art supplies.

### Hazardous Material Inventory

The Business Manager maintains a list of all hazardous materials used in our operations or present in our facility. This list contains the name of the product, the type of product (cleaner, disinfectant, solvent, adhesive etc.) and the name and address of the manufacturer. Any toxic chemicals that are prohibited from use at a public school shall be removed from the inventory. Examples of such chemicals are certain pesticides and art supplies.

### Material Safety Data Sheets (“MSDS”)

Copies of MSDS for all hazardous substances to which our employees may be exposed will be kept in a binder in the office at 1401 El Camino Avenue Suite 510, Sacramento CA 95815. These MSDS are available to all employees, at any reasonable time, upon request and on the PCI intranet. Copies of the most commonly used products will also be kept by the Supervisor at the work site.

The Business Manager will be responsible for reviewing incoming MSDS for new and significant health/safety information. They will ensure that any new information is passed on to the affected employees.

The Business Manager will also review all incoming MSDS for completeness. If an MSDS is missing or obviously incomplete, a new MSDS will be requested from the manufacturer. The

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<sup>1</sup> Please note that the following items are not included in the program: foods, drugs, cosmetics or tobacco; untreated wood products; hazardous waste; and certain consumer products packaged for sale to and use by the general public, provided that our exposure is not significantly greater than typical consumer exposure.



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California Occupational Safety and Health Administration (“Cal/OSHA”) will be notified if a complete MSDS is not received and the manufacturer will not supply one.

New materials will not be introduced into the shop or field until a MSDS has been received. The purchasing department will make it an ongoing part of their function to obtain MSDS for all new materials when they are first ordered.

## Container Labeling

All containers of hazardous substances must be correctly labeled and the label must be legible.

The label must contain:

- The chemical name of the contents;
- The appropriate hazard warnings; and
- The name and address of the manufacturer.

All secondary containers will be labeled as to their contents with a reference to the original label.

## Employee Information and Training

All employees will be provided information and training on Integrated Pest Management\* in accordance with the Healthy Schools Act of 2000.

\*Please note that IPM training is required by the HSA, and the school will provide this training to all staff. Under the HSA prior to the use of antimicrobial wipes or disinfectant spray you must have IPM training completed.

## Hazardous Non-Routine Tasks

Infrequently, employees may be required to perform hazardous non-routine tasks. Prior to starting this work, each involved employee will be given information by his/her supervisor about hazards to which they may be exposed during such activity.

This information will include:

- The specific hazards;
- Protective/safety measures which must be utilized; and
- The measures the organization has taken to lessen the hazards, including special ventilation, respirators, the presence of another employee, emergency procedures, etc.



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## Informing Outside Contractors and Vendors

To ensure that outside contractors are not exposed to our hazardous materials, and to ensure the safety of the contractor's employees, it will be the responsibility of the Supervisor to provide outside contractors the following information:

- The hazardous substances under our control that they may be exposed to while at the work site; and
- The precautions the contractor's employees must take to lessen the possibility of exposure.

We will obtain from outside contractors and vendors the name of any hazardous substances the contractor's employees may be using at a work site or bringing into our facility. The contractor must also supply a copy of the material safety data sheet relevant to these materials.

## Employee Rights Under the Hazard Communication Standard

At any reasonable time, an employee has the right, upon request, to:

- Access the MSDS folder, and the Hazard Communication Program;
- Receive a copy of any environmental sampling data collected in the workplace; and
- See his/her employment medical records.



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## Hazard Identification and Evaluation

The following procedures are to assist in the identification and correction of hazards. These procedures are representative only and are not exhaustive of all the measures and methods that will be implemented to guard against injury from recognized and potential hazards in the workplace. As new hazards are identified and improved work procedures developed, they will be promptly incorporated into our Safety Manual.

### Loss Analysis

Periodic loss analyses will be conducted by the Business Manager. These will help identify areas of concern and potential job hazards. The results of these analyses will be communicated to management, supervision, and employees through safety meetings and other appropriate means.

### Accident Investigations

All accidents and injuries will be investigated in accordance with the guidelines contained in this program. Accident investigations will focus on all causal factors and corrective action including the identification and correction of hazards that may have contributed to the accident.

### Employee Suggestions

Employees are encouraged to report any hazard they observe to their supervisor. No employee of PCI will ever be disciplined or discharged for reporting any workplace hazard or unsafe condition in good faith. However, employees who do NOT report potential hazards or unsafe conditions that they are aware of will be subject to disciplinary action.

### Regulatory Requirements

All industries are subject to government regulations relating to safety. Many of these regulations are specific to our type of business. Copies of pertinent regulations can be obtained from the Business Manager.

### Outside Agencies

Several organizations may assist us in identifying hazards in our workplace. These include safety officers from other contractors, insurance carrier safety and health consultants, private industry consultants, the fire department, and Cal/OSHA Consultation.



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## Periodic Safety Inspections

Periodic safety inspections ensure that physical and mechanical hazards are under control and identify situations that may become potentially hazardous. Inspections shall include a review of the work habits of employees in all work areas. These inspections will be conducted by the Business Manager or other designated individual.

Periodic safety inspections will be conducted:

- When new substances, process, procedures or equipment are used;
- When new or previously unrecognized hazards are identified; and
- Periodically by the Safety Coordinator.

## Documentation of Inspections

Safety inspections will be documented to include the following:

- Date on which the inspection was performed;
- The name and title of person who performed the inspection;
- Any hazardous conditions noted or discovered and the steps or procedures taken to correct them; and
- Signature of the person who performed the inspection.

All reports shall be kept on file for a minimum of two (2) years.



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## Hazard Correction

The following procedures will be used to evaluate, prioritize and correct identified safety hazards. Hazards will be corrected in order of priority, with the most serious hazards being corrected first.

### Hazard Evaluation

Factors that will be considered when evaluating hazards include:

- Potential severity (the potential for serious injury, illness or fatality);
- Likelihood of exposure (the probability of the employee coming into contact with the hazard);
- Frequency of exposure (how often employees come into contact with the hazard);
- Number of employees exposed;
- Possible corrective actions (what can be done to minimize or eliminate the hazard); and
- Time necessary to correct (the time necessary to minimize or eliminate the hazard).

### Techniques for Correcting Hazards

- 1. Engineering Controls:** Could include machine guarding, ventilation, noise reduction at the source, and provision of material handling equipment. These are the first and preferred methods of control.
- 2. Administrative Controls:** The next most desirable method would include rotation of employees or limiting exposure time.
- 3. Personal Protective Equipment:** Includes hard hats, hearing protection, respirators and safety glasses. These are often the least effective controls for hazards and should be relied upon only when other controls are impractical.

### Documentation of Corrective Action

All corrective action taken to mitigate hazards should be documented. Depending on the circumstances, one of the following forms should be used:

- Safety Contact Report;
- Safety Meeting Report;
- Memorandum or letter; or
- Safety inspection form.

All hazards noted on safety inspections will be rechecked on each subsequent inspection and notations made as to their status.



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## Bloodborne Pathogen Exposure Control Plan

The Human Resources, or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. Human Resource or designee, shall establish a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Executive Director or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School’s “Exposure Control Plan,” employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered hepatitis B vaccination.

Human Resources or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.



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## Safety Communication

This section establishes procedures designed to develop and maintain employee involvement and interest in the Safety Manual and IIPP. These activities will also ensure effective communication between management and employees on safety related issues that is of prime importance to PCI.

The following are some of the safety communication methods that may be used:

1. Periodic safety meetings with employees that encourage participation and open, two-way communication.
2. New employee orientation and provision of the Code of Safe Practices.
3. Provision and maintenance of employee bulletin boards discussing safety issues, accidents, and general safety suggestions.
4. Written communications from management or the Safety Coordinator, including memos, postings, payroll stuffers, and newsletters.
5. Anonymous safety suggestion program.

Employees will be kept advised of highlights and changes relating to the safety program. Human Resources shall relay changes and improvements regarding the safety program to employees, as appropriate. Employees will be involved in future developments and safety activities, by requesting their opinions and comments, as necessary.

All employee-initiated safety related suggestions shall be properly answered, either verbally or in writing, by the appropriate level of management. Unresolved issues shall be relayed to the Human Resources.

All employees are encouraged to bring any safety concerns they may have to the attention of management. PCI will not discriminate against any employee for raising safety issues or concerns.

PCI also has a system of anonymous notification whereby employees who wish to inform the company of workplace hazards without identifying themselves may do so by phoning or sending written notification to the following address:

ATTN:  
PACIFIC CHARTER INSTITUTE  
1401 EL CAMINO AVENUE SUITE 510  
SACRAMENTO, CA 95815  
Phone: (866) 992-9033



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## Employee Safety Training

PCI is committed to instructing all employees in safe and healthful work practices. Awareness of potential hazards, as well as knowledge of how to control them, is critical to maintaining a safe and healthful work environment and preventing injuries. To achieve this goal, we will provide training to each employee on general safety issues and safety procedures specific to that employee's work assignment.

Such training provides the following benefits:

- Makes employees aware of job hazards;
- Teaches employees to perform jobs safely;
- Promotes two (2) way communication;
- Encourages safety suggestions;
- Creates interest in the safety program; and
- Fulfills Cal/OSHA requirements.

Every new employee will be given instruction by his/her Supervisor in the general safety requirements of their job. A copy of our Code of Safe Practices shall also be provided to each employee.

Supervisors, and employees will be trained at least twice per year on various accident prevention topics.

Employee training will be provided at the following times:

1. All new employees will receive a safety orientation their first day on the job.
2. All new employees will be given a copy of this Manual (which includes our Code of Safe Practices) and will be required to read and sign for it.
3. All employees given a new job assignment for which training has not been previously provided will be trained before beginning the new assignment.
4. Whenever new substances, processes, procedures or equipment that represent a new hazard are introduced into the workplace.
5. Whenever PCI is made aware of a new or previously unrecognized hazard.
6. Whenever management believes that additional training is necessary.
7. After all serious accidents.



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8. When employees are not following safe work rules or procedures.

Training topics will include, but not be limited to:

- Employee's safety responsibility;
- General safety rules;
- Code of Safe Practices;
- Safe job procedures;
- Ergonomics;
- Use of safety equipment;
- Emergency procedures;
- Safe lifting and material handling practices; and
- Contents of safety program

The following training method should be used:

- **Tell them** how to do the job safely;
- **Show them** how to do the job safely;
- **Have them tell you** how to do the job safely;
- **Have them show you** how to do the job safely; and
- **Follow up** to ensure they are still performing the job safely.

Actual demonstrations of the proper way to perform a task are very helpful in most cases.



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## Emergency Medical Services and First Aid

PCI will ensure the availability of emergency medical services for its employees at all times. We will also ensure the availability of a suitable number of appropriately trained persons to render first aid. The Safety Coordinator will maintain a list of trained individuals and take steps to provide training for those that desire it.

### First-Aid Kits

Every work site shall have access to at least one first-aid kit in a weatherproof container. The first-aid kit will be inspected regularly to ensure that it is well stocked, in sanitary condition, and any used items are promptly replaced. The contents of the first-aid kit shall be arranged to be quickly found and remain sanitary. First-aid dressings shall be sterile and in individually sealed packages. At a minimum, the following first-aid supplies shall be kept:

### **Type of Supply Required by Number of Employees**

<b>Type of Supplies</b>	<b>Number of Employees</b>			
	<b>1-5</b>	<b>6-15</b>	<b>16-200</b>	<b>200+</b>
Adhesive dressings	X	X	X	X
Adhesive tape rolls, 1-inch wide	X	X	X	X
Eye dressing packet	X	X	X	X
1-inch gauze bandage roll or compress		X	X	X
2-inch gauze bandage roll or compress	X	X	X	X
4-inch gauze bandage roll or compress		X	X	X
Sterile gauze pads, 2-inch square	X	X	X	X
Sterile gauze pads, 4-inch square	X	X	X	X
Sterile surgical pads suitable for pressure dressings			X	X
Triangular bandages	X	X	X	X
Safety pins	X	X	X	X
Tweezers and scissors	X	X	X	X
Cotton-tipped applicators*			X	X
Forceps*			X	X
Emesis basin*			X	X
Flashlight*			X	X
Magnifying glass*			X	X
Portable oxygen and its breathing equipment*				X
Tongue depressors*				X
Appropriate record forms*	X	X	X	X
First-aid textbook, manual or equivalent*	X	X	X	X

*\*To be readily available but not necessarily within the first-aid kit.*



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Drugs, antiseptics, eye irrigation solutions, inhalants, medicines, or proprietary preparations shall not be included in PCI first-aid kits unless specifically approved, in writing, by an employer-authorized, licensed physician. Other supplies and equipment, if provided, shall be in accordance with the documented recommendations of an employer-authorized licensed physician upon consideration of the extent and type of emergency care to be given based upon the anticipated incidence and nature of injuries and illnesses and availability of transportation to medical care.

## First Aid

The designated first aid person on each site will be available at all times to render appropriate first aid for injuries and illnesses. Proper equipment for the prompt transportation of the injured or ill person to a physician or hospital where emergency care is provided, or an effective communication system for contacting hospitals or other emergency medical facilities, physicians, ambulance and fire services, shall also be furnished. The telephone numbers of the following emergency services in the area shall be posted near the job telephone, or otherwise made available to the employees where no job site telephone exists:

1. A company authorized physician or medical clinic, and at least one alternate if available;
2. Hospitals;
3. Ambulance services; and
4. Fire-protection services.

Prior to the commencement of work at any site, the Supervisor shall locate the nearest preferred medical facility and establish that transportation or communication methods are available in the event of an employee injury.

Each employee shall be informed of the procedures to follow in case of injury or illness through our new employee orientation program, Code of Safe Practices, and safety meetings.

Where the eyes or body of any person may be exposed to injurious or corrosive materials, suitable facilities for drenching the body or flushing the eyes with clean water shall be conspicuously and readily accessible.

## Accident Procedures

These procedures are to be followed in the event of an employee injury in the course of employment.

1. **For severe accidents call 911 and request the Paramedics.**
2. **Employees must report all work-related injuries to their Supervisor immediately, even if they do not feel that it requires medical attention.** Failure to do so may delay Workers' Compensation benefits, and the employee may face disciplinary action.



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3. The Supervisor, employee, and first aid person should determine whether or not outside medical attention is needed. When uncertainty exists on the part of any individual, the employee should be sent for professional medical care.
4. If medical attention is not desired or the employee refuses treatment, you must still fill out a PCI Accident Report in case complications arise later.
5. In all cases, if the employee cannot transport himself or herself for any reason, transportation should be provided.
6. In the event of a serious accident involving hospitalization for more than twenty-four (24) hours, amputation, permanent disfigurement, loss of consciousness or death, phone contact should be made with the office at (866) 992-9033. Contact must also be made with the nearest Cal/OSHA office within eight (8) hours.



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## Accident Investigation

The Supervisor or other designated individual will investigate all work-related accidents in a timely manner. This includes minor incidents and “near accidents,” as well as serious injuries. An accident is defined as any unexpected occurrence that results in injury to personnel, damage to equipment, facilities, or material, or interruption of normal operations.

### Responsibility for Accident Investigation

Immediately upon being notified of an accident, the Supervisor or other designated individual shall conduct an investigation. The purpose of the investigation is to determine the cause of the accident and corrective action to prevent future reoccurrence, not to fix blame or find fault. An unbiased approach is necessary in order to obtain objective findings.

### The Purpose of Accident Investigations

- To prevent or decrease the likelihood of similar accidents.
- To identify and correct unsafe work practices and physical hazards. Accidents are often caused by a combination of these two factors.
- To identify training needs. This makes training more effective by focusing on factors that are most likely to cause accidents.

### What Types of Incidents Do We Investigate?

- Fatalities
- Serious injuries
- Minor injuries
- Property damage
- Near misses

### Procedures for Investigation of Accidents

Immediately upon being notified of an accident the Supervisor or other designated individual will:

1. Visit the accident scene, as soon as possible, while facts and evidence are still fresh and before witnesses forget important details and to make sure hazardous conditions to which other employees or customers could be exposed are corrected or have been removed.
2. Provide for needed first aid or medical services for the injured employee(s).
3. If possible, interview the injured worker at the scene of the accident and verbally “walk” him or her through a re-enactment. All interviews should be conducted as privately as possible.



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Interview all witnesses individually and talk with anyone who has knowledge of the accident, even if they did not actually witness it.

4. Report the accident to the office at : (866) 992-9033. Accidents will be reported by the office to the insurance carrier within twenty-four (24) hours. All serious accidents will be reported to the carrier as soon as possible.
5. Consider taking signed statements in cases where facts are unclear or there is an element of controversy.
6. Thoroughly investigate the accident to identify all accident causes and contributing factors. Document details graphically. Use sketches, diagrams and photos as needed. Take measurements when appropriate.
7. All accidents involving death, disfigurement, amputation, loss of consciousness or hospitalization for more than twenty-four (24) hours must be reported to Cal/OSHA immediately.
8. Focus on causes and hazards. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the accident itself, not just the injury.
9. Every investigation must also include an action plan that includes an assessment of how such accidents be prevented in the future.
10. In the event a third party or defective product contributed to the accident, save any evidence as it could be critical to the recovery of claim costs.

## Accurate & Prompt Investigations

- Ensures information is available
- Causes can be quickly corrected
- Helps identify all contributing factors
- Reflects management concern
- Reduces chance of recurrence

## Investigation Tips

- Avoid placing blame
- Document with photos and diagrams, if needed
- Be objective, get the facts
- Reconstruct the event



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- Use open-ended questions

## Questions to Ask

When investigating accidents, asking open-ended questions beginning with “who,” “what,” “when,” “where,” “why,” and “how” will provide more information than closed-ended questions such as, “Were you wearing gloves?”

Examples include:

- How did it happen?
- Why did it happen?
- How could it have been prevented?
- Who was involved?
- Who witnessed the incident?
- Where were the witnesses at the time of the incident?
- What was the injured worker doing?
- What was the employee working on?
- When did it happen?
- When was the accident reported?
- Where did it happen?
- Why was the employee assigned to do the job?

**The single, most important question that must be answered as the result of any investigation is: “What do you recommend be done (or have you done) to prevent this type of incident from recurring?”**

## Once the Accident Investigation is Completed

- Take or recommend corrective action.
- Document corrective action.
- Management and the Safety Coordinator will review the results of all investigations.
- Consider safety program modifications.
- Information obtained through accident investigations can be used to update and improve our current program.



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## Enforcement of Safety Policies

The compliance of all employees with PCI's Safety Manual and IIPP is mandatory and shall be considered a condition of employment.

### Training Programs

The importance of safe work practices and the consequences of failing to abide by safety rules will be covered in the New Employee Orientation and safety meetings. This will help ensure that all employees understand and abide by PCI safety policies.

### Retraining

Employees that are observed performing unsafe acts or not following proper procedures or rules will be retrained by their supervisor. A Safety Contact Report may be completed by the supervisor to document the training. If multiple employees are involved, additional safety meetings will be held.

### Disciplinary Action

The failure of an employee to adhere to safety policies and procedures established by PCI can have a serious impact on everyone concerned. An unsafe act can threaten not only the health and wellbeing of the employee committing the unsafe act but can also affect the safety of his/her coworkers and customers. Accordingly, any employee who violates any of the organization's safety policies will be subject to disciplinary action.

Note: Failure to promptly report any on-the-job accident or injury, on the same day as its occurrence, is considered a serious violation of the organization's safety policies. Any employee who fails to immediately report a work-related accident or injury, no matter how minor, shall be subject to disciplinary action.

Employees will be disciplined for infractions of safety rules and unsafe work practices that are observed, not just those that result in an injury. Often, when an injury occurs, the accident investigation will reveal that the injury was caused because the employee violated an established safety rule and/or safe work practice(s). In any disciplinary action, the supervisor should be cautious that discipline is given to the employee for safety violations, and not simply because the employee was injured on the job or filed a Workers' Compensation claim.

Violations of safety rules and the Code of Safe Practices are to be considered equal to violations of other company policy. Discipline for safety violations will be administered in a manner that is consistent with PCI's Employee Handbook.



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## APPENDIX A

### Vaccination Declination Form

EMPLOYEE NAME: \_\_\_\_\_

**By signing below, I acknowledge the following:**

I understand that due to my occupational exposure to blood or other potential infectious materials I may be at risk of acquiring Hepatitis B Virus (“HBV”) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline the Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





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## Injury and Illness Prevention Plan COVID-19 Addendum

California employers are required to establish and implement an Injury and Illness Prevention Program (IIPP) to protect employees from all worksite hazards, including infectious diseases.

PC has adopted this addendum to accommodate staff returning to worksites after sheltering in place. Until the COVID-19 outbreak is contained, school and worksite administrators should coordinate with state and local health officials to obtain timely and accurate information about the level of disease transmission in the local community before resuming on-site work practices. Local conditions will influence the decisions that public health officials make regarding community-level strategies. Administrators may also follow a phased approach based on current levels of transmission and healthcare capacity at the state or local level, as part of resuming school operations.

This addendum contains three parts. Part one contains background information regarding COVID-19, including known symptoms, emergency warning signs and high-risk factors. Part two provides guidelines for implementation of a COVID-19 Control Plan, which includes short-term measures to implement while COVID-19 remains endemic in states and communities. Part three contains measures to maintain a healthy workforce until herd immunity in the population is achieved or the global incidence of COVID-19 comes under control.

### **Background**

In November 2019, a novel coronavirus (SARS-CoV-2) was discovered in Wuhan, China, which was found to cause a viral respiratory illness (coronavirus disease 2019, or “COVID-19”) leading to severe injury and death in certain populations, particularly elderly persons and persons with underlying health conditions.

COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020. In response to the COVID-19 Pandemic, public health officers in many states and counties ordered all individuals to stay home or at their place of residence (i.e., “Shelter in Place”), except as needed to maintain continuity of operations of certain critical infrastructure sectors. Across the nation, public schools and most other government offices and private businesses were closed in order to slow the spread of the coronavirus in the community. Many states and localities have now commenced phased reopening.



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In 2020, the CDC identified the following symptoms of COVID-19, which typically appear within 2-14 days after exposure to the virus:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

The CDC also recommends that, if a person shows any of the following emergency warning signs,\* he or she should seek emergency medical care immediately:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

\*Please note that this is not a complete list of all possible symptoms. Anyone experiencing any other symptoms that are severe or concerning should contact a medical provider.

Certain people are at higher risk for severe illness from COVID-19, including:

- People 65 years and older
- People who live in a nursing home or long-term care facility
- People of all ages with underlying medical conditions, particularly if not well controlled, including:
  - People with chronic lung disease or moderate to severe asthma
  - People who have serious heart conditions
  - People who are immunocompromised
    - Many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune



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deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications

- People with severe obesity (body mass index [BMI] of 40 or higher)
- People with diabetes
- People with chronic kidney disease undergoing dialysis
- People with liver disease

Decisions to resume operations should be based on both the level of disease transmission in the community and the capacity to protect the safety and health of staff and students at each school site. By providing guidelines for the design of a control plan for COVID-19, part two of this addendum is intended to allow for the resumption of school by implementing measures to prevent and slow the spread of COVID-19 within the workplace.

## **COVID-19 Guidelines**

Before resuming normal or phased school activities after a Shelter in Place order is lifted, prepare and implement a COVID-19 preparedness, response, and control plan (i.e., COVID-19 Guidelines). Federal, state, and local public health communications must be monitored to keep up with information available about COVID-19 regulations, guidance, and recommendations, to ensure that workers have access to the timeliest information.

### **1. Design, implement, update and maintain a COVID-19 Guidelines:**

The overall goal of the COVID-19 Guidelines is to decrease the spread of COVID-19 and lower the impact of the disease in the workplace. This includes the following objectives:

- Prevent and reduce transmission among employees;
- Maintain healthy school operations; and
- Maintain a healthy work environment.

All site administrators should implement and update as necessary:

- Is specific to your workplace;
- Identifies all areas and job tasks with potential exposures to COVID-19; and
- Includes control measures in this addendum to eliminate or reduce such exposures.

COVID-19 Guidelines should consider that employees may be able to spread COVID-19 even if they do not show symptoms, which is a source of anxiety in the workforce, particularly among higher-risk individuals. Therefore, it is important to have discussions with workers about



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planned changes and seek their input. Additionally, collaboration with workers to effectively communicate important COVID-19 information.

## 2. Adjust operations to slow the spread:

- Employees who have COVID-19 symptoms should notify their supervisor and stay home.
- Sick employees should follow CDC-recommended steps for self-quarantine. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers.
- Employees who appear to have symptoms upon arrival at work or who become sick during the day should immediately be separated from other employees, students, and visitors, and sent home.
- Adopt a procedure for the safe transport of an employee who becomes sick while at work. The employee may need to be transported home or to a healthcare provider.
- Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC-recommended precautions.
- If implementing in-person health checks, conduct them safely and respectfully. Protect the screener using social distancing, barrier or partition controls, or personal protective equipment (“PPE”). However, reliance on PPE alone is a less effective control and is more difficult to implement, given PPE shortages and training requirements.
- Complete the health checks in a way that helps maintain social distancing guidelines, such as providing multiple screening entries into the building.
- Follow guidance from the Equal Employment Opportunity Commission regarding confidentiality of medical records from health checks.
- To prevent stigma and discrimination in the workplace, make employee health screenings as private as possible. Do not make determinations of risk based on race or country of origin or any other protected characteristics, and be sure to maintain confidentiality of each individual’s medical status and history.

## 3. Conduct a Workplace Hazard Assessment:

The purpose of a hazard assessment of the workplace is to identify where and how workers might be exposed to COVID-19 at work. Combinations of controls from the hierarchy of controls are used to limit the spread of COVID-19 (see Controls Table in Appendix A). These include engineering controls, workplace administrative policies, and personal protective equipment (PPE) to protect workers from the identified hazards.

- Conduct a thorough hazard assessment to determine if workplace hazards are present, or are likely to be present, and determine what type of controls are needed for specific job duties.



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- When engineering and administrative controls cannot be implemented or are not fully protective:
    - Determine what PPE is needed for each workers' specific job duties,
    - Select and provide appropriate PPE to the workers at no cost, and
    - Train their workers on its correct use.
  - Until lifted, the Governor has ordered that all workers must wear a cloth face covering at work if the hazard assessment has determined that they do not require PPE (such as a respirator or medical facemask) for protection.
    - A cloth face covering contains the wearer's respiratory droplets to help protect their co-workers and others.
    - Cloth face coverings are not considered PPE. They help prevent those who do not know they have the virus from spreading it to others, but do not offer the same level of protection for wearers from exposure to the virus that causes COVID-19 as PPE.
  - Remind employees that CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain, especially in areas of significant community-based transmission. Wearing a cloth face covering, however, does not replace the need to practice social distancing.

#### **4. Take action if an employee is suspected or confirmed to have COVID-19 infection:**

In most cases, you do not need to shut down the facility. If it has been less than 7 days since the sick employee has been in the facility, close off any areas used for prolonged periods of time by the sick person:

- Wait 24 hours before cleaning and disinfecting to minimize potential for other employees being exposed to respiratory droplets. If waiting 24 hours is not feasible, wait as long as possible.
- During this waiting period, open outside doors and windows to increase air circulation in these areas.

If it has been 7 days or more since the sick employee used the facility, additional cleaning and disinfection is not necessary. Continue routinely cleaning and disinfecting all high-touch surfaces in the facility.

Follow the CDC cleaning and disinfection recommendations:

- Clean dirty surfaces with approved cleaning products before disinfecting them.
- To disinfect surfaces, use products that meet EPA criteria for use against SARS-Cov-2, the virus that causes COVID-19, and are appropriate for the surface.



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- Always wear gloves and other PPE appropriate for the chemicals being used when you are cleaning and disinfecting.
  - You may need to wear additional PPE depending on the setting and disinfectant product you are using. For each product you use, consult and follow the manufacturer's instructions for use.

Determine which employees may have been exposed to the virus and may need to take additional precautions:

- Inform employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA).
- Follow the Public Health Recommendations for Community-Related Exposure and instruct potentially exposed employees to stay home for 14 days, or such period as established by local health order, telework if possible, and self-monitor for symptoms.

## Measures to Maintain Healthy Ongoing School Operations

- 1. Identify a workplace coordinator.** HR Manager will be responsible for COVID-19 issues and their impact at the workplace.
- 2. Protect employees at higher risk for severe illness through supportive policies and practices.** Older adults and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19.
  - Provide options to telework, if available and reasonable.
  - Offer vulnerable workers duties that minimize their contact with students and other employees, if the worker agrees to this.
  - Offer flexible options such as telework to employees where available and reasonable to eliminate the need for employees living in higher transmission areas to travel to workplaces in lower transmission areas and vice versa.
- 3. Communicate supportive workplace policies clearly, frequently, and via multiple methods.** Employers may need to communicate with non-English speakers in their preferred languages.
  - Train workers on how implementing any new policies to reduce the spread of COVID-19 may affect existing health and safety practices.
  - Communicate to any contractors or on-site visitors about changes that have been made to help control the spread of COVID-19. Ensure that they have the information and capability to comply with those policies.



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- Create and test communication systems that employees can use to self-report if they are sick and that you can use to notify employees of exposures and closures.
  - Use a hotline or another method for employees to voice concerns anonymously.
- 4. Establish policies and practices for social distancing.** Where possible and reasonable, alter your workspace to help workers and students maintain social distancing and physically separate employees from each other and from students, such as:
- Implement flexible worksites (e.g., telework).
  - Implement flexible work hours (e.g., rotate or stagger shifts to limit the number of employees in the workplace at the same time).
  - Increase physical space between employees at the worksite by modifying the workspace.
  - Increase physical space between employees and students (e.g., physical barriers such as partitions).
  - Use signs, tape marks, or other visual cues such as decals or colored tape on the floor, placed 6 feet apart, to indicate where to stand when physical barriers are not possible.
  - Implement flexible meeting and travel options (e.g., postpone non-essential meetings or events in accordance with state and local regulations and guidance).
  - Close or limit access to common areas where employees are likely to congregate and interact.
  - Prohibit handshaking.
  - Deliver services remotely (e.g., phone, video, or web).
  - Adjust school practices to reduce close contact with and among students — for example, by using larger formal spaces (e.g., auditoriums) or outdoor areas for instruction.
- 5. Give employees and students what they need to clean their hands and cover their coughs and sneezes:**
- Provide tissues and no-touch trash cans.
  - Provide soap and water in the workplace. If soap and water are not readily available, use alcohol-based hand sanitizer that is at least 60% alcohol. Ensure that adequate supplies are maintained.
  - Ideally, place touchless hand sanitizer stations in multiple locations to encourage hand hygiene.
  - Place posters that encourage hand hygiene to help stop the spread at the entrance to your workplace and in other workplace areas where they are likely to be seen. This should include signs for non-English speakers, as needed.
  - Direct employees to visit CDC's coughing and sneezing etiquette and clean hands webpage for more information.



## **6. Perform routine cleaning:**

- Follow the Guidance for Cleaning and Disinfecting to develop, implement, and maintain a plan to perform regular cleanings to reduce the risk of exposure to COVID-19.
- Routinely clean and disinfect all frequently touched surfaces in the workplace, such as workstations, keyboards, telephones, handrails, and doorknobs.
  - If surfaces are dirty, clean them using a detergent or soap and water before you disinfect them in accordance with Healthy Schools Act protocols.
  - For disinfection, most common, EPA-registered, household disinfectants should be effective. A list of products that are EPA-approved for use against the virus that causes COVID-19 is available on the EPA website. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method, and contact time).
- Discourage workers from using each other's phones, desks, offices, or other work tools and equipment, when possible.
- Provide disposable disinfecting wipes so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use.
- Store and use disinfectants in a responsible and appropriate manner according to the label.
- Do not mix bleach or other cleaning and disinfection products together. This can cause fumes that could be very dangerous to breathe in.
- Advise employees to always wear gloves appropriate for the chemicals being used when they are cleaning and disinfecting and that they may need additional PPE based on the setting and product.

## **7. Perform enhanced cleaning and disinfection after persons suspected/confirmed to have COVID-19 have been in the facility:**

- If a sick employee is suspected or confirmed to have COVID-19, follow the CDC cleaning and disinfection recommendations.

## **8. Minimize risk to employees when planning meetings and gatherings:**

- Use videoconferencing or teleconferencing when possible for work-related meetings and gatherings.
- Cancel, adjust, or postpone large work-related meetings or gatherings that can only occur in-person in accordance with state and local regulations and guidance.



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- When videoconferencing or teleconferencing is not possible, hold meetings in open, well-ventilated spaces continuing to maintain a distance of 6 feet apart and wear cloth face coverings.



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## Appendix A

### Controls Table

The following table presents examples of controls to implement in the workplace. The most effective controls are those that rely on engineering solutions, followed by administrative controls, then PPE. PPE is the least effective control method and the most difficult to implement. Worksites may have to implement multiple complementary controls from these columns to effectively control the hazard.

<b>Engineering (Facilities and Equipment)</b>
<ul style="list-style-type: none"><li>• Assess job hazards for feasibility of engineering controls</li><li>• Ensure ventilation and water systems operate properly*</li><li>• Alter office workspaces to maintain social distancing. Examples include:<ul style="list-style-type: none"><li>○ Configure partitions as a barrier shield</li><li>○ Move electronic payment reader away from cashier in cafeteria</li><li>○ Use verbal announcements, signage, and visual cues to promote social distancing</li><li>○ Remove/rearrange furniture</li></ul></li></ul> <p>*PCI will work in coordination with property managers to ensure all systems are maintained</p>
<b>Administrative</b>
<b>Management and Communications</b> <ul style="list-style-type: none"><li>• Monitor state and local public health communications about COVID-19</li><li>• Require students who are ill to stay home</li><li>• Encourage sick workers to report symptoms, stay home, and follow CDC guidance</li><li>• Develop strategies to:<ul style="list-style-type: none"><li>○ communicate with staff</li><li>○ manage staff concerns</li></ul></li><li>• Remind staff of available support services</li><li>• Communicate to partners, suppliers, other contractors on policies and practices</li><li>• Encourage social distancing and the use of cloth face coverings (if appropriate) in the workplace</li><li>• Use technology to promote social distancing (e.g., telework and virtual meetings)</li><li>• Cancel group events</li><li>• Close/limit use of shared spaces</li><li>• Consider policies that encourage flexible sick leave and alternative work schedules.</li><li>• Schedule stocking during off-peak hours</li></ul> <b>Cleaning and Disinfection</b> <ul style="list-style-type: none"><li>• Clean and disinfect frequently touched surfaces, (e.g., counters, shelving, displays)</li></ul>



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- Provide employees with disposable disinfectant wipes, cleaner, or sprays that are effective against the virus that causes COVID-19

## **Training**

Provide employees with training on:

- Symptoms, emergency warning signs and high-factors for COVID-19
- Policies to reduce the spread of COVID-19
- General hygiene
- Cleaning and disinfection
- Cloth face covers
- Social distancing
- Use of PPE
- Safe work practices
- Stress management

## **Personal Protective Equipment (PPE)**

- Conduct workplace hazard assessment
- Determine what PPE is needed for their workers' specific job duties based on hazards and other controls present
- Select and provide appropriate PPE to the workers at no cost, and train employees in the use of the PPE.



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #6.4 BP 3005 Health and Safety COVID Policy

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### **Background:**

PCI updates Board Policy (BP) and Administrative Regulations (AR) as advised by legal counsel. Revisions, updates, deletions, and additions are the result of legislation and Case Law and resulting changes to Education Code, Government code and Civil Code. BP 3005 has been reviewed and updated by PCI Administration.

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### **RECOMMENDED ACTION:**

Board of Directors adopt BP 3005 Health and Safety COVID Policy.



# Pacific Charter Institute

## Health and Safety Policy for COVID-19

### BP 3005

Adopted: December 10, 2020

It is the policy of Pacific Charter Institute (“Charter School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19, to be used when the Charter School is allowed to resume in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing the other measures can make up for the absence of another. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control, the California Department of Education, the California Department of Public Health, and several county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health order.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Executive Director or designee shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from the California Department of Public Health (“CDPH”) and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

#### Heritage Peak Charter School Locations:

Vacaville	Matthew Schneider	707-446-2506
West Sacramento	Romyl Mabanta	916-375-0401
Rio Linda	Rebecca Leader	916-281-8437

#### Rio Valley Charter School Locations:

Lodi	Sean Turner	209-368-4953
Elk Grove	Julie Alfonso	916-405-6600
Broadway	Siobhan Truesdale	916-451-0401



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The Charter School offers distance learning as an alternative to in-person instruction. Distance learning will also remain available for students who would be put at risk by an in-person instructional model once in-person instruction resumes. For example, students with a health condition, students with family members with a health condition, students who cohabitate or regularly interact with high-risk individuals, or individuals, or are otherwise identified as “at-risk” by the parents or guardians are students whose circumstances otherwise merit distance learning.

## **1. Limited campus access:**

- The Charter School will allow only necessary visitors and volunteers on the Charter School campus and limit the number of students and staff with whom they come into contact.
- The Charter School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms shall be provided with distance learning opportunities to support their academic success to the greatest extent possible during exclusion.
- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify their teacher or the principal, respectively, and the Charter School will work with them to ensure that CDC-recommended precautions are followed.
- If allowed on campus, any community groups and other third-party users of campus facilities shall be subject to applicable health and safety plans and restrictions.
- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- The Charter School will minimize close contact between students, staff, families, and the broader community at arrival and departure through one or more of the following methods:
  - Designate routes for entry and exit, using as many entrances and exits as can be supervised appropriately to decrease crowding at entry and exit points.
  - Instruct drivers to remain in their vehicles, to the extent possible, when dropping off or picking up students. When in-person drop-off or pick-up is needed, only a single parent or caregiver should enter the facility to pick up or drop off the child.
  - Require adults entering campus for in-person pick-up or drop-off to wear a face covering.
  - Provide supervision to disperse student gatherings during school arrival and departure.
  - Minimize contact at school between students, staff, families and the community at the beginning and end of the school day. The Charter School will prioritize minimizing contact between adults at all times.
  - Stagger arrival and drop off-times and locations as consistently as practicable as to minimize scheduling challenges for families.
  - Designate routes for entry and exit, using as many entrances as feasible.
  - Implement health screenings of students and staff upon arrival at school (see Section 2).



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## 2. Wellness Checks and Temperature Screenings:

- *COVID-19 Symptoms.* Currently, the CDC has identified the following as potential symptoms of COVID-19:
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
- In-person wellness checks administered under this Policy shall:
  - Confirm that the subject has not experienced COVID-19 symptoms in the prior 24 hours or potentially been exposed to COVID-19, by soliciting the following information:
    - Have you had any one or more of these symptoms today or within the past 24 hours? Are these symptoms new or not explained by another reason?
      - Fever or chills
      - Cough
      - Shortness of breath or difficulty breathing
      - Fatigue
      - Muscle or body aches
      - Headache
      - New loss of taste or smell
      - Sore throat
      - Congestion or runny nose
      - Nausea or vomiting
      - Diarrhea
    - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact means being within six feet of someone, unmasked, for more than 15 minutes at one time.
    - Have you traveled outside of the country in the past 14 days?
  - Be conducted safely and respectfully, and in a manner that maintains physical distancing within lines, by providing multiple screening entries into the campus if possible.
- In-person wellness checks do not need to be performed by a nurse or other health professional.



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- *Home Screening (Students)*. Parents shall be instructed to screen their student before leaving the house for school. Before leaving the house, a parent should confirm that the student has a temperature below 100.4 degrees Fahrenheit and does not exhibit any other COVID-19 symptoms.
  - Any student who has a fever or other COVID-19 symptoms must stay home from school for at least 10 days after the onset of symptoms, or such period as required by local health order or directive.
- *Home Screening (Staff)*. All employees who report to work (in-person) are required to perform a self-administered wellness check for COVID-19 symptoms before leaving home for work. Active symptom screening shall be conducted at the worksite if required by local order.
  - Any employee who has a fever of 100.4 degrees Fahrenheit or higher and/or any of the COVID symptoms is directed to remain home, notify his or her supervisor and await instructions.
  - If symptoms are secondary to an underlying condition (i.e., allergies or asthma) and have not worsened, then the employee can report to work and follow hygiene practices.
- *Campus Screening (Students)*. Staff shall actively monitor students for COVID-19 symptoms when the student enters the school site, which shall include a visual wellness check and a temperature check (confirming temperature below 100.4 degrees Fahrenheit) using a no-touch thermometer, to the extent feasible.
  - Complete an in-person wellness check for signs and symptoms of COVID-19.
    - If student answers “no” to all questions and appears well, student will be allowed to proceed onto campus
    - If the student answers “yes” to any question or upon visual check, and the screener feels the student may be exhibiting signs and symptoms of illness, the student’s temperature should be taken, preferably using a touchless infrared thermometer.
    - If the student’s temperature is 100.4 or above or they have verbally confirmed symptoms, have them don a surgical facemask and go to the isolation area; have office staff contact the parent to pick up the student.
- *Campus Screening (Visitors)*. Each visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
  - The staff member who greets the visitor at the entrance shall administer an in-person wellness check prior to escorting the visitor to his or her destination:
    - If the visitor answers “no” to all questions, he or she may enter the school.
    - If the visitor answers “yes” to any of the questions, he or she may not enter the school.
- To prevent stigma and discrimination in the school setting, student and employee health screenings should be kept as private as possible to maintain the confidentiality of student and employee medical and student records. Race, nationality, country of origin and other protected characteristics should never be used as a basis for particularized health screening.
- Consult the local county health order to determine whether temperature checks are required.



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- To the extent feasible and when required, a no-touch thermometer should be used for temperature checks if possible.
  - If a thermometer requiring a touch method (under the tongue or arm, forehead, etc.) is the only type available, it should only be used when a fever is suspected and caution is taken by temperature screeners such as gloves, eye protection, and mask.
  - Thermometers must be properly cleaned and disinfected after each use.
- The Charter School will not penalize students and families for missing in-person instruction due to COVID-19.

### **3. COVID-19 testing and reporting:**

- Consistent with CDPH Guidance, the Charter School will implement surveillance testing based on local disease trends periodically, as testing capacity permits and as practicable, and if directed by the local public health order. Examples of recommended frequency include testing all staff over 2 months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.
- Provided that doing so is supported by a local public health order, the Charter School expects students and staff to get tested as soon as possible after developing one or more COVID-19 symptoms or if one or more household members or close contacts tested positive for COVID-19.
- In the event of a positive test result:
  - The Charter School requires that parents/guardians and staff notify school administration immediately if the student or staff tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
  - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 4 below.
- Follow the process set forth in Section 4 upon receipt of test results.

### **4. Response to suspected or confirmed cases and close contacts:**

- If the event of a suspected COVID-19 case(s):
  - The Charter School will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
  - Any students or staff exhibiting symptoms should immediately be required to wear a face covering and wait in a separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.



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- In the event of one or more confirmed COVID-19 case(s) the Charter School will follow the CDPH Framework for Reopening K-12 Schools, including implementation of the following practices:
  - Notify the county public health department immediately by calling:

<b>County</b>	<b>Phone Number</b>
Alameda	510-267-3250
Amador	209-223-6407
Butte	530-552-3300
Calaveras	209-754-6460
Colusa	530-458-0380
Contra Costa	925-313-6712
El Dorado	530-621-6100
Placer	530-889-7141
Sacramento	916-875-5881
San Joaquin	209-468-3411
Solano	707-784-8600
Stanislaus	209-558-7000
Sutter	530-822-7215
Yolo	530-666-8643
Yuba	530-749-6311



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- Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
- Close off areas used by any sick person and do not use before cleaning and disinfection. Follow cleaning and ventilation procedures in Section 6 and 7.
- Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
- Update protocols as needed to prevent further cases in accordance with CDPH Guidelines (“Responding to COVID-19 in the Workplace”).
- Implement communication plans for exposure at school and potential school closures to include outreach to students, parents, teachers, staff and the community.
- Include information for staff regarding labor laws, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
- Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- Develop a plan for continuity of education. Consider in that plan how to also continue nutrition and other services provided in the regular school setting to establish alternate mechanisms for these services to continue.
- Maintain regular communications with the local public health department.
- Where stable classroom cohorts have been maintained: All students and staff should be instructed to get COVID-19 testing and remain quarantined at home for 14 days.
- Where stable classroom cohorts have not been maintained: Utilize class seating rosters and consultation with teachers/staff to identify close contacts to the confirmed COVID-19 case in all classrooms and on-campus activities.  
A “close contact”<sup>1</sup> is someone who has been within six feet of the person who tested positive for a prolonged period of time (at least 15 minutes) regardless of face covering use, or someone who had direct physical contact or shared eating or drinking utensils with that person, or if that person sneezed, coughed, or somehow got respiratory droplets on you.  
Close contacts should be instructed to get COVID-19 testing and should remain quarantined at home for 14 days.
- For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.

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<sup>1</sup>A close contact also includes a situation in which a person provided care at home to someone who is sick with COVID-19.



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- In consultation with the local public health department, the appropriate school official may decide whether school closure versus cleaning and quarantine of exposed persons or other intervention is warranted, including the length of time necessary, based on the risk level within the specific community as determined by the local public health officer.
- Close contacts to confirmed COVID-19 case(s):
  - Close contacts (household or non-household) of confirmed COVID-19 cases should be sent home immediately, instructed to get COVID-19 testing immediately and ten (10) days after their last day of exposure to the case. Even if they test negative, they should remain in quarantine for a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.
  - No actions need to be taken for persons who have not had direct contact with a confirmed COVID-19 case, and instead have had close contact with persons who were in direct contact.
  - Those who test positive should not return until they have met county health department criteria to discontinue home isolation.
- Returning to school after home isolation:
  - Symptomatic individuals who test negative for COVID-19 can return 3 days after resolution of fever (if any) and improvement in symptoms.
    - Documentation of a negative test result should be provided to school administrators.
    - In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative explanation for symptoms and reason for not ordering COVID-19 testing.
  - Symptomatic individuals who test positive for COVID-19 can return 10 days after symptom onset or test date.
  - Close contacts to confirmed COVID-19 cases at school can return 14 days from the last date that the case was present at school while infectious.
  - Close contacts to confirmed COVID-19 cases at home or outside school can return a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.

## **5. Sanitizing/hygiene materials and practices:**

- The Charter School will develop routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.



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- Sanitation routines will enable students and staff to regularly wash their hands at staggered intervals.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The Charter School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- If soap and water are not readily available, the Charter School shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers.)
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.

**6. Routine cleaning and disinfecting:** The Charter School will incorporate the CDPH and CDC Guidance for Cleaning, Disinfection and Ventilation as appropriate to maintain a high level of cleanliness throughout the year and reduce the risk of exposure to and spread of COVID-19 at the school site.

- Custodial staff will perform thorough cleaning when students are not present. When cleaning, the space will be aired out before children arrive.
- Staff should wait twenty-four (24) hours before cleaning and disinfecting any area that was used by a person who was experiencing COVID-19 symptoms. If it is not possible to wait twenty-four (24) hours, then staff should wait as long as possible.
- The Charter School will ensure proper ventilation during cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, bathroom surfaces and door handles, will be routinely disinfected.
- Students and employees are discouraged from sharing desks, computers, books, phones, pens, art supplies, or other work tools and equipment, including playground equipment, when possible. When shared use is allowed, the items and equipment will be cleaned and disinfected between uses.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in



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accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.

- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” and require staff to follow product instructions.
  - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
  - The Charter School will avoid products that contain peroxyacetic (paracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
  - Staff shall follow label directions for appropriate dilution rates and contact times.
  - The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.
- Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.
- To the extent feasible, site resources that necessitate sharing or touching items (e.g., drinking fountains) will not be used and replacement items (e.g., reusable water bottles) will be used to the extent practicable.
- Each student’s belongings will be kept in an individually labeled storage container, cubby, or locker. Students are encouraged to take belongings home each day to be cleaned.

**7. Facility measures:** The Charter School will incorporate CDE guidance for maintaining a healthy facility, to include some or all of the following:

- Property Management will ensure that ventilation systems and fans operate properly and increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
  - The Charter School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- Property Management will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires’ disease and other diseases associated with water.
- If possible, suspend or modify use of site resources that necessitate sharing or touching items. For example, consider suspending use of drinking fountains and installing hydration stations; encourage the use of reusable water bottles.



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- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

**8. Physical distancing (staff):** The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between employees, to include some or all of the following:.

- The Charter School will consider arranging work schedules and providing telework options to limit the total number of staff on campus each day.
- The Charter School will arrange desks and workspaces to create a minimum of six (6) feet between individuals.
- Break rooms, staff rooms and conference rooms will have posted occupancy limits. Staff should minimize use of staff rooms, break rooms and other indoor settings. Staff are encouraged to eat meals outdoors or in large, well ventilated spaces.
- Where possible, trainings and other meetings will be conducted virtually or in a manner that accommodates physical distancing.

**9. Physical distancing (students):** The Charter School will incorporate CDE guidance with respect to physical distancing between students on campus, to include some or all of the following:.

- The Charter School will consider different options for instructional scheduling models, including using a blended learning model to limit the total number of students on campus each day.
- The Charter School will establish a maximum occupancy of each classroom. Desks will be arranged to minimize face-to-face contact and maintain a minimum of six (6) feet between students.
- To reduce possibilities for infection, students must remain in the same space and in cohorts as small and consistent as practicable, including for recess and lunch.
  - Ensure students and staff remain in stable classroom cohorts by keeping the same students and teacher or staff together for the entire school day. Students should not mix with other stable classroom cohorts.
  - Prioritize the use and maximization of outdoor space for activities where practicable.
  - Minimize movement of students and teachers or staff as much as practicable. For example, consider ways to keep teachers with one group of students for the whole day.
  - In secondary schools or in situations where students have individualized schedules, plan for ways to reduce mixing among cohorts and to minimize contact.
  - Maximize space between seating and desks. Distance teacher desks at least six feet away from students. Consider ways to establish separation of students through other means if practicable, such as, six feet between desks, where practicable, partitions between desks,



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- markings on classroom floors to promote distancing or arranging desks in a way that minimizes face-to-face contact.
- Consider redesigning activities for smaller groups and rearranging furniture and play spaces to maintain separation.
- The Charter School will implement measures to maintain physical distancing while students move between classrooms that are easy for students to understand and are developmentally appropriate, including potentially one or more of the following recommendations.
  - Hallways: Minimize congregate movement through hallways as much as practicable. For example, establish more ways to enter and exit a campus, stagger passing times when necessary or when students cannot stay in one room, and establish designated one-way walking/passage areas.
  - Restrooms: Stagger restroom use by groups of students to the extent practicable, and/or assign certain groups of students to use certain restrooms.
  - Libraries: Stagger group use of libraries.
  - Outdoors: Consider holding recess activities in separated areas designated by class.
- Outdoor and large format spaces (e.g., auditoriums) may be used for instructional activities where physical distancing cannot be maintained in classrooms.
- Activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band and choir practice and performances are not permitted indoors.
  - Activities that involve singing must only take place outdoors.
- The Charter School will implement procedures for turning in assignments to minimize contact.
- The Charter School will implement a plan to maintain physical distancing during meals (serving meals in the classroom or outdoors, staggering cafeteria use, etc.). Food will be distributed in single-service meals instead of buffet, salad bar or family-style formats.
- The Charter School will implement appropriate physical distancing measures during physical activities.
  - Playgrounds and Recess: The Charter School will consider holding recess activities in separated areas designated by class and/or staggered throughout the day, and limiting use of shared playground equipment in favor of physical activities that require less contact with surfaces and allow for greater physical distancing.
  - Physical Education: The Charter School will consider conducting physical education classes outdoors whenever possible, maintaining separation of classes and with appropriate physical distancing within groups to the extent practicable.

**10. Use of face coverings:** The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidelines and this Policy unless a person is exempt as explained in this Policy, particularly in indoor environments, on school buses, and areas where physical distancing alone is not sufficient to prevent disease transmission.



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- Until such time as the statewide order is lifted, all adults must wear a cloth face covering at all times while on campus, except while eating or drinking.
  - Staff excluded from this requirement are those that require respiratory protection according to Cal/OSHA standards.
- Employees should wear a clean face mask to work every day.
- Employees should avoid touching the mask and should wash their hands frequently, including after removing the mask.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.
- Teachers may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others, to the extent practicable. Staff must return to wearing a face covering outside of the classroom.
- The Charter School will post signs regarding the proper use, removal, and washing of face coverings.
- The Charter School will post signs to remind employees that CDC recommends maintaining social distancing of at least six (6) feet, and that the State of California currently requires face masks to be worn in public settings with certain limited exceptions.
- All students who are not prevented from doing so by a breathing problem or disability shall wear a clean cloth face covering:
  - While waiting to enter the school campus.
  - In any area outside of the classroom (except when eating or drinking).
  - While leaving school.
  - While waiting for or riding on a school bus.
- Elementary school students in grades TK-2 are strongly encouraged, but are not required, to wear a cloth face covering within their stable classroom cohort. A face shield is an acceptable alternative for children in this cohort who cannot wear a face mask properly.
- Students in grades 3 and above are required use cloth face coverings when in the classroom even if they are in a stable classroom cohort.
- Proper use of cloth face coverings by students will be strictly enforced. The Charter School will exclude from campus who refuses to wear a face mask. Students excluded from face covering requirements include anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the covering without assistance.
- The Charter School shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- A cloth face covering or face shield may be removed for meals, snacks, naptime, or outdoor recreation, or when it needs to be replaced. When a cloth face covering is temporarily removed,



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it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.

- The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.

## **11. Use of gloves and PPE:** The Charter School requires employees to wear gloves and other Personal Protective Equipment (“PPE”) in accordance with the following standards.

- The Charter School will provide surgical masks, face shields, and disposable gloves for employees engaging in Wellness and Temperature Screenings.
- Workers or other persons handling or serving food must use gloves in addition to cloth face coverings.
- The Charter School will provide a clear plastic barrier or face covering and disposable gloves for front office and food service employees.
- The Charter School will provide equipment and PPE to custodial staff for cleaning and disinfecting, including:
  - For regular surface cleaning, gloves appropriate for all cleaning and disinfecting.
  - For classified staff engaged in deep cleaning and disinfecting, proper PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions.
  - All cleaning and disinfecting products must be kept out of children's reach and stored in a space with restricted access.
- As required by Cal/OSHA, the Charter School will provide training on the proper use of PPE to protect employees from the hazards of the cleaning products used.
- Employees must wash hands after removing gloves.

## **12. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness:**

- The Executive Director or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Executive Director or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
  - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;



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- Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
- Individuals who may not be able to communicate symptoms of illness.

**13. Maintaining Healthy Operations:** The Charter School will follow CDPH Guidance for maintaining healthy operations, including the following practices.

- Monitor staff absenteeism and have a roster of trained back-up staff where available.
- Monitor the types of illnesses and symptoms among your students and staff to help isolate them promptly as needed.
- Designate a staff liaison or liaisons to be responsible for responding to COVID-19 concerns. Workers should know who they are and how to contact them. The liaison should be trained to coordinate the documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.
- Maintain communication systems that allow staff and families to self-report symptoms and receive prompt notifications of exposures and closures, while maintaining confidentiality, as required by FERPA and state law related to privacy of educational records.
- Consult with local health departments if routine testing is being considered by a local educational agency. The role of providing routine systematic testing of staff or students for COVID-19 (e.g., PCR swab testing for acute infection, or presence of antibodies in serum after infection) is currently unclear.
- Support students who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as virtual learning or independent study.

**14. Protection of higher risk employees:**

- The Charter School recognizes that older adults and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19.<sup>2</sup>
- Consistent with operational needs, the Charter School shall support options to telework, if available and reasonable.
- The Charter School shall attempt to limit vulnerable employees' duties to minimize their contact with visitors and other employees.

**15. Communications to the Charter School community:**

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<sup>2</sup> This includes employees with any one or more of the following high risk factors: age 65 years and older, chronic lung disease, moderate to severe asthma, serious heart conditions, immune deficiency, severe obesity (body mass index of 40 or higher), diabetes, chronic kidney disease undergoing dialysis, or liver disease.



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- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Prior to the start of the school year, the Charter School will communicate to staff, students, and parents about new, COVID-19-related protocols, including:
  - Enhanced sanitation practices
  - Physical distancing requirements and recommendations
  - Proper use, removal and washing of face coverings.
  - Screening practices.
  - How COVID-19 is spread.
  - COVID-19 specific symptom identification.
  - Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID- 19.
  - Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention
  - Guidelines for families about when to keep students home from school.
  - Systems for self-reporting symptoms.
  - Criteria and plan to close schools again for physical attendance of students.
- The Charter School will train staff and students on protocols for physical distancing for both indoor and outdoor spaces.
- Communications will be targeted to the most vulnerable members of the Charter School community.
- The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The Executive Director or designee is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities (“Agencies”), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with the Charter School’s charter petition. The Executive Director or designee shall provide the Board with regular updates as to actions taken pursuant to this section.



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #6.5 BP 0001 IST Policy

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### **Background:**

PCI updates Board Policy (BP) and Administrative Regulations (AR) as advised by legal counsel. Revisions, updates, deletions, and additions are the result of legislation and Case Law and resulting changes to Education Code, Government code and Civil Code. BP 0001 has been reviewed and updated by PCI Administration.

Pages 73-78- Old Version of the IST Policy

Pages 79-80- New Final Version of the IST Policy

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### **RECOMMENDED ACTION:**

Board of Directors adopt revised BP 0001 IST Policy.

# **OLD IST POLICY**

July 1, 2005

## **Pacific Charter Institute**

### **Heritage Peak Charter School and all other schools governed by Pacific Charter Institute**

#### **Independent Study Policy**

Pursuant to Education Code Section 51747, this is the adopted policy for Independent Study for Pacific Charter Institute and all schools governed by this board.

Independent study at Heritage Peak Charter School and all other schools governed by Pacific Charter Institute is work assigned over a 20 school day period with a minimum of 1 (one) contact during that time by the certificated teacher.

All laws from Education Code Section 51745-51749.3 (attached) will be followed as applicable to California Charter Schools.

# EDUCATION CODE

## SECTION 51745-51749.3

51745. (a) Commencing with the 1990-91 school year, the governing board of a school district or a county office of education may offer independent study to meet the educational needs of pupils in accordance with the requirements of this article. Educational opportunities offered through independent study may include, but shall not be limited to, the following:

(1) Special assignments extending the content of regular courses of instruction.

(2) Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum.

(3) Individualized alternative education designed to teach the knowledge and skills of the core curriculum. Independent study shall not be provided as an alternative curriculum.

(4) Continuing and special study during travel.

(5) Volunteer community service activities that support and strengthen pupil achievement.

(b) Not more than 10 percent of the pupils participating in an opportunity school or program, or a continuation high school, calculated as specified by the State Department of Education, shall be eligible for apportionment credit for independent study pursuant to this article. A pupil who is pregnant or is a parent who is the primary caregiver for one or more of his or her children shall not be counted within the 10 percent cap.

(c) No individual with exceptional needs, as defined in Section 56026, may participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

(d) No temporarily disabled pupil may receive individual instruction pursuant to Section 48206.3 through independent study.

(e) No course included among the courses required for high school graduation under Section 51225.3 shall be offered exclusively through independent study.

51745.6. (a) The ratio of average daily attendance for independent study pupils 18 years of age or less to school district full-time equivalent certificated employees responsible for independent study, calculated as specified by the State Department of Education, shall not exceed the equivalent ratio of pupils to full-time certificated employees for all other education programs operated by the school district. The ratio of average daily attendance for independent study pupils 18 years of age or less to county office of education full-time equivalent certificated employees responsible for independent study, to be calculated in a manner prescribed by the State Department of Education, shall not exceed the equivalent ratio of pupils to full-time certificated employees for all other educational programs operated by the high school or unified school district with the largest average daily attendance of pupils in that county. The computation of those ratios shall be performed annually by the reporting agency at the time of, and in connection with, the

second principal apportionment report to the Superintendent of Public Instruction.

(b) Only those units of average daily attendance for independent study that reflect a pupil-teacher ratio that does not exceed the ratio described in subdivision (a) shall be eligible for apportionment pursuant to Section 42238.5, for school districts, and Section 2558, for county offices of education. Nothing in this section shall prevent a school district or county office of education from serving additional units of average daily attendance greater than the ratio described in subdivision (a), except that those additional units shall not be funded pursuant to Section 42238.5 or Section 2558.

(c) The calculations performed for purposes of this section shall not include either of the following:

(1) The average daily attendance generated by special education pupils enrolled in special day classes on a full-time basis, or the teachers of those classes.

(2) The average daily attendance or teachers in necessary small schools that are eligible to receive funding pursuant to Article 4 (commencing with Section 42280) of Chapter 7 of Part 24.

(d) The pupil-teacher ratio described in subdivision (a) in a unified school district participating in the class size reduction program pursuant to Chapter 6.10 (commencing with Section 52120) may, at the school district's option, be calculated separately for kindergarten and grades 1 to 6, inclusive, and for grades 7 to 12, inclusive.

51746. It is the intent of the Legislature that school districts and county offices of education offering independent study shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully and shall ensure the same access to all existing services and resources in the school in which the pupil is enrolled pursuant to Section 51748 as is available to all other pupils in the school. In addition, the services and resources may include, but need not be limited to, any of the following:

(a) A designated learning center or study area staffed by appropriately trained personnel.

(b) The services of qualified personnel to assess the achievement, abilities, interests, aptitudes, and needs of participating pupils to determine each of the following:

(1) Whether full-time independent study is the most appropriate alternative for the pupil being referred.

(2) If the answer to paragraph (1) is affirmative, the determination of the most appropriate individualized plan and resources to be made available to pupils enrolled in full-time independent study.

51747. A school district or county office of education shall not be eligible to receive apportionments for independent study by pupils, regardless of age, unless it has adopted written policies, and has implemented those policies, pursuant to rules and regulations adopted by the Superintendent of Public Instruction, that include, but are not limited to, all of the following:

(a) The maximum length of time, by grade level and type of program, that may elapse between the time an independent study assignment is made and the date by which the pupil must complete the

assigned work.

(b) The number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interests of the pupil to remain in independent study, or whether he or she should return to the regular school program. A written record of the findings of any evaluation made pursuant to this subdivision shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

(c) A requirement that a current written agreement for each independent study pupil shall be maintained on file including, but not limited to, all of the following:

(1) The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.

(2) The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.

(3) The specific resources, including materials and personnel, that will be made available to the pupil.

(4) A statement of the policies adopted pursuant to subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.

(5) The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one semester, or one-half year for a school on a year-round calendar.

(6) A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

(7) The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

(8) Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

51747.3. (a) Notwithstanding any other provision of law, a local educational agency, including, but not limited to, a charter school, may not claim state funding for the independent study of a pupil, whether characterized as home study or otherwise, if the agency has provided any funds or other thing of value to the pupil or his or her parent or guardian that the agency does not provide to pupils who attend regular classes or to their parents or guardians. A charter

school may not claim state funding for the independent study of a pupil, whether characterized as home study or otherwise, if the charter school has provided any funds or other thing of value to the pupil or his or her parent or guardian that a school district could not legally provide to a similarly situated pupil of the school district, or to his or her parent or guardian.

(b) Notwithstanding paragraph (1) of subdivision (d) of Section 47605 or any other provision of law, community school and independent study average daily attendance shall be claimed by school districts, county superintendents of schools, and charter schools only for pupils who are residents of the county in which the apportionment claim is reported, or who are residents of a county immediately adjacent to the county in which the apportionment claim is reported.

(c) The Superintendent of Public Instruction shall not apportion funds for reported average daily attendance, through full-time independent study, of pupils who are enrolled in school pursuant to subdivision (b) of Section 48204.

(d) In conformity with Provisions 25 and 28 of Section 2.00 of the Budget Act of 1992, this section is applicable to average daily attendance reported for apportionment purposes beginning July 1, 1992. The provisions of this section are not subject to waiver by the State Board of Education, by the State Superintendent of Public Instruction, or under any provision of Part 26.8 (commencing with Section 47600).

51747.5. (a) The independent study by each pupil or student shall be coordinated, evaluated, and, notwithstanding subdivision (a) of Section 46300, shall be under the general supervision of an employee of the school district or county office of education who possesses a valid certification document pursuant to Section 44865 or an emergency credential pursuant to Section 44300, registered as required by law.

(b) School districts and county offices of education may claim apportionment credit for independent study only to the extent of the time value of pupil or student work products, as personally judged in each instance by a certificated teacher.

51748. School districts and county offices of education shall not be eligible to receive apportionment for independent study attendance by any pupil who is not otherwise identified in the written records of the district or county board by grade level, program placement, and the school in which he or she is enrolled.

51749. The Superintendent of Public Instruction, upon the next revision of the California Basic Educational Data System, or its equivalent, following the effective date of this article, shall include all data collection elements necessary to compile an annual statewide profile of pupils participating in independent study, including data on the number and percentage of pupils pursuing their coursework through independent study who successfully complete the requirements for a high school diploma.

51749.3. The Superintendent of Public Instruction shall establish rules and regulations for the purposes of implementing this article.

RESOLUTION #1/2005-06/HPCS  
RESOLUTION OF BOARD OF DIRECTORS OF THE HERITAGE PEAK CHARTER  
SCHOOL JOINING THE CALIFORNIA CHARTER SCHOOLS ASSOCIATION  
JOINT POWERS AUTHORITY

**WHEREAS**, it is in the best interests of the Heritage Peak Charter School (“Schools”) to establish a joint powers agency to administer programs for group purchasing, financing, risk management, insurance, self-insurance, and risk sharing; and

**WHEREAS**, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Heritage Peak charter school:

1. The Heritage Peak Charter School agrees to join the California Charter Schools Association Joint Powers Authority (“Authority”) and the Schools Excess Liability Fund (“SELF-JPA”); and

2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.

3. The School Director is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.

4. That the Clerk /Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Association.

**PASSED, APPROVED AND ADOPTED** this 8th day of September, 2005 by the following vote:

AYES: *Cameron, Borden, Fortune*

NOES:

ABSENT: *Hexom*

ABSTAIN:

*Souza Cam*  
\_\_\_\_\_  
Chair/President

ATTEST:

*[Signature]*  
\_\_\_\_\_  
Clerk/Secretary



# Pacific Charter Institute

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## **Independent Study Policy**

**BP 0001**

**Adopted: July 1, 2005**

**Revised: December 10, 2020**

Pacific Charter Institute (“PCI” or the “Charter School”) may offer independent study to meet the educational needs of students enrolled in the Charter School. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. Charter School shall provide appropriate existing services and resources to enable students to complete their independent study successfully. The following written policies have been adopted by the Charter School Board for implementation at the Charter School:

1. For students in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is assigned and the date by which the student must complete the assigned work shall be 20 school days.
2. When any student fails to complete three (3) assignments during any period of 20 school days, the Director or designee shall conduct an evaluation to determine whether it is in the best interests of the student to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this Policy shall be treated as a mandatory interim student record. This record shall be maintained for a period of three (3) years from the date of the evaluation and if the student transfers to another California public school, the record shall be forwarded to that school.
3. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:
  - ◆ The manner, time, frequency, and place for submitting a student's assignments and for reporting the student's progress.
  - ◆ The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
  - ◆ The specific resources, including materials and personnel, that will be made available to the student.



# Pacific Charter Institute

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- ◆ A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
  - ◆ The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
  - ◆ A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
  - ◆ The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code sections 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
  - ◆ Each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent, legal guardian, or care giver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements Family Code section 6550.
4. PCI shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
  5. The Director or designee shall establish regulations to implement these policies in accordance with the law.



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #6.6 BP 6002 Missed Assignments and Attendance Policy

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### **Background:**

PCI updates Board Policy (BP) and Administrative Regulations (AR) as advised by legal counsel. Revisions, updates, deletions, and additions are the result of legislation and Case Law and resulting changes to Education Code, Government code and Civil Code. BP 6002 has been reviewed and updated by PCI Administration.

Pages 82-85 Red-lined Version of BP 6002

Pages 86-89 New Final Version of BP 6002

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### **RECOMMENDED ACTION:**

Board of Directors adopt BP 6002 Missed Assignments and Attendance Policy.



# Pacific Charter Institute

## Missed Assignments and Attendance Policy

BP 6002

**Adopted:** December 10, 2020

Per California Education Code Section 51747, the Board of Directors of Pacific Charter Institute (“PCI” or the “School”) maintains a board policy governing independent study, which establishes the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study. Pursuant to this Policy as well as the PCI Independent Study Policy, after three (3) missed assignments in 20 school days, an evaluation shall be conducted to determine whether it is in the best interests of the pupil to remain in independent study. The evaluation for Missed Assignments may result in removal from PCI in accordance with the procedures below.

### Definition

“Missed Assignment” is used to refer to any assignment that is not submitted by the student by the due date of the assignment. Pursuant to that policy, after three (3) missed assignments, an evaluation shall be conducted to determine whether it is in the best interests of the pupil to remain in independent study. A student’s failure to complete the required weekly check-in, attend a required tutoring session, attend a scheduled meeting with teacher or support staff, or failure to provide at least twenty-four (24) hours’ notice to the teacher prior to cancelling a school scheduled meeting shall also constitute a “missed assignment.” Hereafter this is referred to as “Missed Assignments.” The evaluation for Missed Assignments may result in removal from PCI. This policy sets forth the procedures relating to Missed Assignments including the removal process for Missed Assignments.

### **Procedures for First and Second Missed Assignments**

The first Missed Assignment will result in the student receiving a letter of warning from the Director or designee. The second Missed Assignment within 20 school days will result in the student receiving a letter of warning from the Director or designee and a conference with the teacher, parent/legal guardian and student to discuss concerns and plan for improvement.

### **Evaluation After Three (3) Missed Assignments**

After a pupil meets the criteria for three (3) Missed Assignments within 20 school days, the student will receive a letter of warning from the Executive Director or designee and an evaluation will be conducted by the Director and/or designee, the pupil’s supervising teacher, and school counselor or other support staff, to determine whether it is in the best interest of the pupil to remain enrolled in the Independent Study Program. The evaluation may include but is



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not limited to the review of the following:

- Monthly review of work;
- Annual portfolios;
- Parent, student, and teacher/tutor observation;
- Norm and criterion referenced tests;
- [Attendance based on completion of assignments as quantified by the assigned supervising teacher;](#)
- [Demonstration of skills on assignments;](#)
- [Written tests and reports if appropriate;](#)
- [Oral or written presentations;](#)
- [Student's attitude toward learning and achievement;](#)
- [Punctual attendance at scheduled appointments;](#)
- [Ability to meet scheduled appointments;](#)
- [Preparedness for scheduled appointments;](#)
- Student demonstrations;
- Student Work Samples;
- Student grades;
- Student self-evaluation
- [Common Core State Standards;](#)
- [Appropriate learning environment; and/or](#)
- [Parent\(s\) ability to support student learning in the home.](#)

The role of the credentialed teacher is critical to the success of charter school independent study students. The teacher's observations, discussions with parents and students, and examinations of written work are the key to quality control.

As part of the evaluation process, the pupil, parent(s), guardian(s) or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder (all generally referred throughout as "Parent(s)") will be invited to present evidence to the individual or individuals conducting the evaluation. During this meeting, PCI will determine whether it is in the best interest of the pupil to remain in the Independent Study Program. A written record of the findings of any evaluation made pursuant to this ~~subdivision~~ [Policy](#) shall be maintained in the pupil's mandatory interim record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, [a copy of](#) the record shall be forwarded to that school.



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## **Additional Consideration for Pupils with a Section 504 Plan or IEP:**

If PCI recommends removal from the Independent Study Program as a result of the Evaluation After Missed Assignments and the pupil has a Section 504 Plan or ~~Individualized eEducation program~~ Plan ("IEP"), PCI shall schedule an IEP meeting or Section 504 meeting (as applicable) following applicable legal timelines, to determine the following:

- 1) Whether the Missed Assignments were caused by or had a direct and substantial relationship to the pupil's disability; or
- 2) Whether the Missed Assignments were the direct result of PCI's failure to implement the IEP or Section 504 Plan, as applicable.

If the answer to either (1) or (2), above, is yes, then the Missed Assignments are a manifestation of the pupil's disability and PCI will follow applicable state and federal laws to ensure that the pupil is offered a free appropriate public education.

If the answer to both (1) and (2), above, is no, then the pupil may be removed from the Independent Study Program consistent with this ~~policy~~ Policy.

This meeting may be combined with the Evaluation After Missed Assignments at the discretion of PCI.

## **Notice of Decision and Opportunity to Request a Hearing Prior to Removal**

Once the evaluation is complete, if it is determined that it is not in the best interest of the pupil to remain enrolled in the Independent Study Program, the Parent(s) shall be notified in writing of PCI's intent to remove the pupil as it is not in their best interest to remain in the Independent Study Program. The Notice shall be in the native language of the Parent(s) and provided no less than five (5) schooldays before the effective date of pupil's removal. The Notice shall include the following:

- 1) PCI's intent to remove the pupil as it is not in their best interest to remain in the Independent Study Program.
- 2) The opportunity of the Parent(s) to request a hearing that follows the same procedures as PCI's disciplinary hearing. Parent(s) (or the pupil if over 18) must submit the request for hearing writing within five (5) calendar days from the date of the Notice.
- 3) If Parent(s) or pupil over 18 requests a hearing:
  - a. It will be scheduled following PCI's expulsion hearing procedures as outlined in the School's approved charter ~~and Suspension & Expulsion Policy.~~



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- b. The pupil shall remain enrolled and shall not be removed until the PCI issues a final decision.
  - c. If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) calendar days.
  - d. A hearing decision not to disenroll the student does not prevent PCI from making a similar recommendation in the future should student truancy occur or re-occur.
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- 4) If no hearing is requested, the pupil shall be removed from the school on the date listed on the notice. Notice to the student's district of residence that the student is no longer enrolled shall be provided within thirty (30) days.

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## **Missed Assignments and Attendance Policy** **BP 6002** **Adopted: December 10, 2020**

Per California Education Code Section 51747, the Board of Directors of Pacific Charter Institute (“PCI” or the “School”) maintains a board policy governing independent study, which establishes the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study. Pursuant to this Policy as well as the PCI Independent Study Policy, after three (3) missed assignments in 20 school days, an evaluation shall be conducted to determine whether it is in the best interests of the pupil to remain in independent study. The evaluation for Missed Assignments may result in removal from PCI in accordance with the procedures below.

### **Definition**

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After a pupil meets the criteria for three (3) Missed Assignments within 20 school days, an evaluation will be conducted by the Director and/or designee, the pupil’s supervising teacher, and school counselor or other support staff, to determine whether it is in the best interest of the pupil to remain enrolled in the Independent Study Program. The evaluation may include but is not limited to the review of the following:

- Monthly review of work;
- Annual portfolios;
- Parent, student, and teacher/tutor observation;
- Norm and criterion referenced tests;



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- Attendance based on completion of assignments as quantified by the assigned supervising teacher;
  - Demonstration of skills on assignments;
  - Written tests and reports if appropriate;
  - Oral or written presentations;
  - Student's attitude toward learning and achievement;
  - Punctual attendance at scheduled appointments;
  - Ability to meet scheduled appointments;
  - Preparedness for scheduled appointments;
  - Student demonstrations;
  - Student Work Samples;
  - Student grades;
  - Student self-evaluation
  - Common Core State Standards;
  - Appropriate learning environment; and/or
  - Parent(s) ability to support student learning in the home.

The role of the credentialed teacher is critical to the success of charter school independent study students. The teacher's observations, discussions with parents and students, and examinations of written work are the key to quality control.

As part of the evaluation process, the pupil, parent(s), guardian(s) or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder (all generally referred throughout as "Parent(s)") will be invited to present evidence to the individual or individuals conducting the evaluation. During this meeting, PCI will determine whether it is in the best interest of the pupil to remain in the Independent Study Program. A written record of the findings of any evaluation made pursuant to this Policy shall be maintained in the pupil's mandatory interim record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, a copy of the record shall be forwarded to that school.



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- 1) Whether the Missed Assignments were caused by or had a direct and substantial relationship to the pupil’s disability; or
- 2) Whether the Missed Assignments were the direct result of PCI’s failure to implement the IEP or Section 504 Plan, as applicable.

If the answer to either (1) or (2), above, is yes, then the Missed Assignments are a manifestation of the pupil’s disability and PCI will follow applicable state and federal laws to ensure that the pupil is offered a free appropriate public education.

If the answer to both (1) and (2), above, is no, then the pupil may be removed from the Independent Study Program consistent with this Policy.

This meeting may be combined with the Evaluation After Missed Assignments at the discretion of PCI.

## **Notice of Decision and Opportunity to Request a Hearing Prior to Removal**

Once the evaluation is complete, if it is determined that it is not in the best interest of the pupil to remain enrolled in the Independent Study Program, the Parent(s) shall be notified in writing of PCI’s intent to remove the pupil as it is not in their best interest to remain in the Independent Study Program. The Notice shall be in the native language of the Parent(s) and provided no less than five (5) schooldays before the effective date of pupil’s removal. The Notice shall include the following:

- 1) PCI’s intent to remove the pupil as it is not in their best interest to remain in the Independent Study Program.
- 2) The opportunity of the Parent(s) to request a hearing that follows the same procedures as PCI’s disciplinary hearing. Parent(s) (or the pupil if over 18) must submit the request for hearing writing within five (5) calendar days from the date of the Notice.
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- b. The pupil shall remain enrolled and shall not be removed until the PCI issues a final decision.
  - c. If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) calendar days.
  - d. A hearing decision not to disenroll the student does not prevent PCI from making a similar recommendation in the future should student truancy occur or re-occur.
- 4) If no hearing is requested, the pupil shall be removed from the school on the date listed on the notice. Notice to the student's district of residence that the student is no longer enrolled shall be provided within thirty (30) days.



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #6.7 BP 5145.12 Search and Seizure Policy

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### **Background:**

PCI updates Board Policy (BP) and Administrative Regulations (AR) as advised by legal counsel. Revisions, updates, deletions, and additions are the result of legislation and Case Law and resulting changes to Education Code, Government code and Civil Code. BP 5145.12 has been reviewed and updated by PCI Administration.

Pages 91-93 Old Version of BP 5145.12

Pages 94-98 New Final Version of BP 5145.12

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### **RECOMMENDED ACTION:**

Board of Directors adopt revised BP 5145.12 Search and Seizure Policy.



**Students**

**School Search & Seizure Policy**

BP# 5145.12

**Board Policy**

**STATEMENT OF FINDINGS**

Pacific Charter Institute (PCI) Board of Trustees, which oversees Heritage Peak and Rio Valley Charter Schools, recognize and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law, or PCI rules and regulations, jeopardizes the health, safety and welfare of students and PCI employees. Incidents which jeopardize the health, safety and welfare of students and PCI employees may necessitate the search of students and their property, student use areas, student lockers and/or student automobiles and may necessitate the seizure of any illegal, unauthorized or contraband materials in the search.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, PCI and its charter schools adopts this policy outlining the search of students and their property, student use areas, student lockers and/or student automobiles and the seizure of illegal, unauthorized or contraband materials in the search.

**NOTICE**

Written notice of this policy shall be provided to students and their parents and/or guardians at the commencement of each school year and upon enrollment during the school year. A summary of this policy shall also be placed in the Student Handbook and other materials, as appropriate, to be disseminated by PCI to students, parents and/or guardians and PCI employees. In addition, PCI shall place signs and/or other posted notifications on campus regarding this policy, as appropriate.

**STUDENT SEARCHES**

A student's person and/or personal effects (e.g. backpack, purse, etc.) may be searched if a school official has reasonable grounds for suspecting that the search will turn up evidence that the student has violated or is violating either the law or PCI rules and regulations, including, but not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in school rules or regulations.

Articulable facts must support a school official's reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch.

Any search of a student and/or their personal effects shall be conducted by a school official of the same gender as the student and in the presence of another adult witness. The extent or scope of the search shall be reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the pupil and the nature of the infraction. For example, if a school official has reasonable suspicion to believe that a student has on his or her person an item imminently dangerous to the student or others, a more intrusive search of the student's person may be conducted.



In no case shall a strip search be conducted by school officials. These types of searches are prohibited by law and require a student to remove or arrange some or all of their clothing, and undergo the inspection of parts of the student's body.

A search of a group of students where no particular student within the group is suspected may be conducted only if there is reasonable suspicion of conduct imminently dangerous to students, others or school property.

### **STUDENT USE AREAS**

Student use areas, including, but not limited to, instructional and recreational space, are school property and remain at all times under the control of PCI. However, students shall assume full responsibility for the security and condition of these areas. Periodic general inspections of instructional space and other areas of the school may be conducted by school officials for any reason at any time without notice.

### **METAL DETECTORS**

Metal detectors may be used to search a student's person and/or personal effects whenever a school official has reasonable suspicion to believe that the student is in possession of a weapon. The search must be conducted by a school official.

Searches involving metal detectors shall be minimally intrusive and involve the use of neutral criteria for selection. Metal detectors shall not touch students during the search and students will only be required to open pockets or jackets if the wand is triggered. For example, if the metal detector goes off during the search, a school official shall have reasonable suspicion justifying a separate search of a jacket, backpack, etc.

### **CANINE SEARCHES**

School officials may use trained detection dogs in inspections for illegal, unauthorized or contraband materials in school facilities, grounds, and school parking lots. All dogs must be accompanied by a qualified and authorized trainer who will be responsible for the dog's actions and who can verify the reliability and accuracy in sniffing out contraband. Trained detection dogs may sniff lockers, student motor vehicles or other inanimate objects throughout school property. Such inspections are not considered searches and do not require reasonable suspicion.

An indication by the dog that illegal, unauthorized or contraband materials are present on school property shall constitute reasonable suspicion, authorizing school officials to search the locker, vehicle, or other inanimate object and closed containers and objects within, without securing the consent of the student. California courts have not definitively ruled on whether a school may request students to leave a classroom absent reasonable suspicion, leaving their backpacks and other objects behind while the dog sniffs the classroom. However, to avoid the risk of an unreasonable search, such use of a drug sniffing dog should be avoided.

Dogs may not be used for random searches of students or other persons. Dogs may not be used to sniff the person of students, nor objects within their immediate control, such as backpacks, purses and outer garments, without reasonable suspicion preceding such a search.



**VEHICLES**

Students are permitted to park on school premises. However, any public school ground utilized by any student contained therein or any other area that may be set aside for the personal use of the students remains under the exclusive control of PCI. As such, student vehicles may not be used to store illegal, unauthorized, or contraband materials.

The acceptance and use of the parking facilities for privately owned vehicles on school campus by any student shall constitute consent by the student to the search of such vehicles by authorized school personnel and/or law enforcement.

PCI retains the authority to patrol and inspect student parking areas at any time though the use of trained detection dogs. These inspections shall not be arbitrary, capricious, or discriminatory. Either all vehicles must be inspected or the vehicles to be inspected must be randomly selected.

**SEIZURE OF ILLEGAL, UNAUTHORIZED, OR CONTRABAND MATERIALS**

If a lawfully conducted search yields illegal, unauthorized, or contraband materials, such materials shall be turned over to the proper legal authorities for ultimate disposition.

**DISCIPLINE**

If illegal, unauthorized or contraband materials are discovered through the use of a trained detection dog, school officials may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with PCI's discipline policies and procedures. PCI shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband.

Board Approved: \_\_\_\_/\_\_\_\_/\_\_\_\_



# Pacific Charter Institute

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## School Search & Seizure Policy

BP 5145.12

Adopted: June 14, 2013

Revision Date: December 10, 2020

### STATEMENT OF FINDINGS

Pacific Charter Institute (PCI) Board of Trustees, which oversees Heritage Peak and Rio Valley Charter Schools, recognize and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law, or PCI rules and regulations, jeopardizes the health, safety and welfare of students and PCI employees. Incidents which jeopardize the health, safety and welfare of students and PCI employees may necessitate the search of students and their property, student use areas, and/or student automobiles and may necessitate the seizure of any illegal, unauthorized or contraband materials in the search.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, PCI adopts this Policy outlining the reasonable search of students and their property, student use areas, and/or student automobiles and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

### NOTICE

Written notice of this policy shall be provided to students and their parents and/or guardians at the commencement of each school year and upon enrollment during the school year. A summary of this policy shall also be placed in the Student Handbook and other materials, as appropriate, to be disseminated by PCI to students, parents and/or guardians and PCI employees. In addition, PCI shall place signs and/or other posted notifications on campus regarding this policy, as appropriate.

### Definitions

- “*Reasonable Suspicion*” means a sufficient probability that the search will reveal evidence the student has violated or is violating the law. Certainty is not required. Articulable facts must support a school official’s reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch.
- A “*violation of either the law or PCI rules and regulations*” includes, but is not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband



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materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in PCI rules or regulations.

## **STUDENT SEARCHES**

A PCI official (e.g., administrator, employee, teacher, , and/or employee), may conduct a reasonable search of a student's person and/or personal effects (e.g., backpack, purse, etc.) if a school official has reasonable suspicion that the student is engaged in or has engaged in illegal activity or a violation of PCI rules and regulations. Whether a search is reasonable depends on the context within which a search takes place. The PCI official must assess the reliability of the student or person providing the information, the degree of danger to others, and the immediacy of the need for a search.

The search of a student and/or of their personal effects must be:

1. **Justified at its Inception:** There are reasonable grounds for suspecting the search will turn up evidence that the student is violating or has violated the law or PCI rules. Articulate facts must support a PCI official's reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch; and
2. **Reasonable in Scope:** The measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

## **Required Conduct of Searches:**

Additionally, any search of a student and/or of their personal effects shall be:

1. Conducted in the presence of at least one (1) other adult witness, whenever possible;
2. Conducted out of the presence of other students to maintain student confidentiality;
3. Conducted in a manner that does not involve:
  - a. Conducting a body cavity search of a student manually or with an instrument; or
  - b. Removing or arranging any or all of the clothing of a student to permit visual inspection of the underclothing, breast, buttocks, or genitalia of the student.
4. Documented by keeping a log of the search methods as well as a written description and/or pictures of any prohibited or illegal items ultimately seized as a result of the search.



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## **STUDENT USE AREAS**

Student use areas, including, but not limited to, instructional and recreational space, are considered PCI property and remain at all times under the control of PCI. Periodic general inspections of instructional space and other areas of the school may be conducted by PCI officials for any reason at any time without notice.

## **VEHICLES**

Students are permitted to park on school premises. However, any public-school ground or a school sponsored activity is taking place remains under the exclusive control of PCI. As such, student vehicles may not be used to store illegal, unauthorized, or contraband materials, and may be subject to search in the presence of reasonable suspicion.

PCI retains the authority to patrol and inspect student parking areas at any time. These inspections shall not be arbitrary, capricious, or discriminatory. Either all vehicles must be inspected or the vehicles to be inspected must be randomly selected. A PCI official may conduct a search of an individual vehicle parked on school grounds or at a school sponsored activity if reasonable suspicion exists to justify the search at the inception.

## **SEIZURE OF ILLEGAL, UNAUTHORIZED, OR CONTRABAND MATERIALS**

If a lawfully conducted search yields illegal, unauthorized, or contraband materials, such materials shall be turned over to the proper legal authorities for ultimate disposition.

## **DISCIPLINE**

If illegal, unauthorized or contraband materials are discovered during a search, including but not limited to searches conducted by PCI officials,, PCI may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with PCI's discipline policies and procedures. PCI shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband.



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## **Video Surveillance and Other Recording Devices**

PCI may utilize video surveillance devices in all common areas of the school campus including, but not limited to, outdoor spaces, entrances and exits, parking lots, stairwells, hallways, classrooms, the main office, school buses, and any other commonly used spaces. PCI shall not utilize video surveillance devices in private spaces such as restrooms. PCI's intent and purpose in utilizing video surveillance devices is to ensure student and staff health, welfare, and safety in order to maintain safe and orderly conduct throughout the school day.

PCI shall not use audio recording where there is an expectation of privacy without prior consent of all parties subject to recording. Students, staff, parents, and other members of the public are similarly prohibited from audio recording on a PCI campus without prior consent. This policy does not prohibit the PCI from recording classes as needed for student achievement nor any other permissible audio recording by PCI otherwise provided under the law.

Video surveillance recordings are not considered student education records unless the recording is maintained and (1) intended for use in a disciplinary action or proceeding, (2) depicts an activity that shows a student violating the law, (3) shows a student getting injured, attacked, victimized, ill, or having a health emergency, (4) contains personally identifiable information from a student's educational record. A video surveillance recording is not considered a student's education record when the student's image is incidental to the activity shown in the recording or when the student is participating in a public activity.

PCI shall comply with all state and federal law regarding access to, review, and disclosure of student records, including Family Educational Rights and Privacy Act ("FERPA"). This includes compliance with lawful requests under the California Public Records Act, from law enforcement, and other appropriate agencies. PCI will evaluate the legality of any requests in advance of disclosure and will comply with all notice requirements under FERPA.

## **Temperature Screening**

In light of the novel coronavirus ("COVID-19") health emergency, PCI shall follow the below procedures for temperature screening, as necessary, in accordance with all applicable law and state and local health orders to prevent the spread of COVID-19.

The Centers for Disease Control and Prevention ("CDC") recognizes fever as a symptom of COVID-19. As a result, and in accordance with guidance from the Center for Disease Control ("CDC"), the California Department of Education ("CDE") and the California Department of Public Health ("CDPH"), all students must submit to a noninvasive temperature screening prior to entering any Charter School resource center



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or administrative offices. Temperature screenings shall be administered in accordance with the following criteria:

- PCI shall utilize a noninvasive forehead temperature scan with a disposable cover on the device which will be changed after each use.
- Individuals who administer temperature screenings shall be appropriately trained in using the device and interpreting the results.
- Individuals who administer temperature screenings shall be provided appropriate personal protective equipment (“PPE”), including gloves and masks.
- Students and vendors must wear a mask over their mouth and nose while receiving a temperature scan.
- All temperature results shall remain confidential and no personnel records shall be created based on a temperature screening.

Students who present with an elevated temperature of 100 degrees Fahrenheit or greater will be sent home and shall be excluded from all PCI facilities for a minimum of fourteen (14) days. Students may return to a PCI facility before fourteen (14) days only if they submit a certification from a health care provider establishing that they do not have COVID-19.



# Pacific Charter Institute

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## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #6.8 BP 6020 Parent and Family Engagement Policy

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### **Background:**

PCI updates Board Policy (BP) and Administrative Regulations (AR) as advised by legal counsel. Revisions, updates, deletions, and additions are the result of legislation and Case Law and resulting changes to Education Code, Government code and Civil Code. BP 6020 has been reviewed and updated by PCI Administration.

Pages 100-102 Old Version of BP 6020

Pages 103-108 New Final Version of BP 6020

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### **RECOMMENDED ACTION:**

Board of Directors adopt revised BP 6020 Parent and Family Engagement Policy.

**PARENT INVOLVEMENT**

**BP 6020(a)**

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Executive Director or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0420.1 - School-Based Program Coordination)*  
*(cf. 0420.5 - School-Based Decision Making)*  
*(cf. 0520.1 - High Priority Schools Grant Program)*  
*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 1230 - School-Connected Organizations)*  
*(cf. 1240 - Volunteer Assistance)*  
*(cf. 1250 - Visitors/Outsiders)*

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 5145.6 - Parental Notifications)*

The Executive Director or designee shall regularly evaluate and report to the Board on the effectiveness of Heritage Peak Charter School's parent involvement efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent involvement opportunities and barriers that may inhibit parent/guardian participation.

*(cf. 0500 - Accountability)*

**Title I Schools**

Each year the Executive Director or designee shall identify specific objectives of Heritage Peak Charter School's parent involvement program for schools that receive Title I funding. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program. (Education Code 11503)

*(cf. 6171 - Title I Programs)*

## **PARENT INVOLVEMENT**

**BP 6020(b)**

The Executive Director or designee shall ensure that Heritage Peak Charter School's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how Heritage Peak Charter School will carry out each activity listed in 20 USC 6318. (20 USC 6318)

The Executive Director or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also shall involve parents/guardians of participating students in decisions regarding how Heritage Peak Charter School's Title I funds will be allotted for parent involvement activities. (20 USC 6318)

*(cf. 3100 - Budget)*

The Executive Director or designee shall ensure that each school receiving Title I funds develops a school-level parent involvement policy in accordance with 20 USC 6318.

### **Non-Title I Schools**

The Executive Director or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how Heritage Peak Charter School and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

*Legal Reference:*

*EDUCATION CODE*

*11500-11506 Programs to encourage parent involvement*

*48985 Notices in languages other than English*

*51101 Parent rights and responsibilities*

*64001 Single plan for student achievement*

*LABOR CODE*

*230.8 Time off to visit child's school*

*UNITED STATES CODE, TITLE 20*

*6311 Parental notice of teacher qualifications and student achievement*

*6312 Local educational agency plan*

*6314 Schoolwide programs*

*6316 School improvement*

*6318 Parent involvement*

*CODE OF FEDERAL REGULATIONS, TITLE 28*

*35.104 Definitions, auxiliary aids and services*

*35.160 Communications*

## **PARENT INVOLVEMENT**

**BP 6020(c)**

### *Management Resources:*

#### **CSBA PUBLICATIONS**

*Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006*

#### **STATE BOARD OF EDUCATION POLICIES**

*89-01 Parent Involvement in the Education of Their Children, rev. 1994*

#### **U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE**

*Parental Involvement: Title I, Part A, April 23, 2004*

#### **WEB SITES**

*CSBA: <http://www.csba.org>*

*California Department of Education, Family, School, Community Partnerships:*

*<http://www.cde.ca.gov/ls/pf>*

*California Parent Center: <http://parent.sdsu.edu>*

*California State PTA: <http://www.capta.org>*

*National Coalition for Parent Involvement in Education: <http://www.ncpie.org>*

*National PTA: <http://www.pta.org>*

*No Child Left Behind: <http://www.ed.gov/nclb>*

*Parent Information and Resource Centers: <http://www.pirc-info.net>*

*Parents as Teachers National Center: <http://www.parentsasteachers.org>*

*U.S. Department of Education: <http://www.ed.gov>*

Adoption Date:



# Pacific Charter Institute

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## **Parent and Family Engagement Policy**

**BP 6020**

**Adopted: September 8, 2009**

**Revised: December 10, 2020**

Pacific Charter Institute (“PCI” or the “Charter School”) has developed a written Parent and Family Engagement Policy (“Policy”) with input from Title I parents and families. A full copy of the policy is available upon request. This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

### **Charter School Expectations and Objectives**

In establishing the Charter School’s expectations and objectives for meaningful parent and family involvement, PCI has established the following practices:

1. PCI involves parents and family members in the joint development of the Charter School’s Parent and Family Engagement Plan.
  - Bi-Annual Title I Site Council Meetings
2. PCI provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.
  - Individual meetings with school staff and parents/stakeholders
  - Bi-Annual Title I Site Council Meetings
3. PCI coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
  - Individual meetings with school staff and parents/stakeholders
  - Bi-Annual Title I Site Council Meetings
4. PCI conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.
  - Annual Parent Survey



# Pacific Charter Institute

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5. PCI conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).
  - Individual meetings with school staff and parents/stakeholders
  - Bi-Annual Title I Site Council Meetings
  - Annual Parent Survey
  
6. PCI conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.
  - Individual meetings with school staff and parents/stakeholders
  - Bi-Annual Title I Site Council Meetings
  - Annual Parent Survey
  
7. PCI conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.
  - Individual meetings with school staff and parents/stakeholders
  - Bi-Annual Title I Site Council Meetings
  - Annual Parent Survey
  
8. PCI uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.
  - Annual Strategic Planning Review
  
9. PCI involves parents in the activities of the Charter School to adequately represent the needs of the population.
  - Individual meetings with school staff and parents/stakeholders
  - Bi-Annual Title I Site Council Meetings
  - Annual Parent Survey



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## **Involvement of Parents in the Title I Program**

To involve parents in the Title I program at PCI, the following practices have been established:

1. PCI convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
  - Bi-Annual Title I Site Council Meetings
2. PCI offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
  - Bi-Annual Title I Site Council Meetings (virtual option is available)
3. PCI involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the Charter School's Title I programs and the Parent and Family Engagement Policy.
  - Bi-Annual Title I Site Council Meetings (virtual option is available)
4. PCI provides parents of Title I students with timely information about Title I programs.
  - Bi-Annual Title I Site Council Meetings (virtual option is available)
  - Title I plan, meeting agendas, and meeting minutes can be found on the school website
5. PCI provides parents of Title I students with a description and explanation of the curriculum used at the Charter School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
  - Student Handbook
  - Parent Meetings
  - School Website
  - Report Cards
  - ELPAC Testing
  - Counseling
6. If requested by parents of Title I students, PCI provides opportunities for regular meetings that allow the parents to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children.
  - Bi-Annual Title I Site Council Meetings (virtual option is available)



# Pacific Charter Institute

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The Policy must be updated periodically to meet changing needs of parents and the Charter School. If PCI has a process in place for involving parents in planning and designing the Charter School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

## **School-Parent Compact**

PCI will distribute to parents of Title I students a School-Parent Compact (the "Compact"). The Compact, is jointly developed with parents, outlines how parents, the entire Charter School staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the Charter School and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students:

1. PCI's responsibility to provide high-quality curriculum and instruction to meet the challenging State academic standards.
2. The ways parents will be responsible for supporting their children's learning, volunteering in the classroom, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
3. The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities and ensuring regular communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

The school directors with Title I students will work with those parents through the school site council to develop and distribute the Compact.

## **Building Capacity for Involvement**

PCI engages Title I parents in meaningful interactions with the Charter School. The Charter School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, PCI has established the following practices.

1. PCI provides Title I parents with assistance in understanding challenging state academic standards, state, and local assessments, and how to monitor and improve the achievement of their children.



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- Individual meetings with school staff and parents/stakeholders
  - Parent Conferences
  - School Site Council Meetings
2. PCI provides Title I parents with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
    - Individual meetings with school staff and parents/stakeholders
    - Parent Conferences
    - School Site Council Meetings
  3. With the assistance of Title I parents, PCI educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the Charter School.
    - Parent Conferences
    - School Site Council Meetings
    - School Social Media
  4. PCI coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
    - Parent Conferences
    - School Site Council Meetings
    - Annual Parent Survey
    - School Family Functions
  5. PCI distributes information related to Charter School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
    - Reports cards, progress reports, handbook provided in multiple languages
    - Access to the school website is provided in multiple languages
  6. PCI provides support for parental involvement activities requested by Title I parents.
    - Parent Conferences
    - School Site Council Meetings



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## Accessibility

PCI provides opportunities for the participation of all Title I parents and family members, including parents/family with limited English proficiency, parents/family with disabilities, and parents/family of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

- Reports cards, progress reports, handbook provided in multiple languages
- Access to the school website is provided in multiple languages
- School Site Council and parent meetings made accessible upon request



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## ***BOARD OF DIRECTORS MEETING***

**DATE:** December 10, 2020

**AGENDA ITEM:** #6.9 School Plan for Student Achievement (SPSA)- Heritage Peak Charter School

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### **Background:**

All schools operating Title I, Part A Schoolwide Programs (including charter schools and single school districts) are required to develop a School Plan for Student Achievement (SPSA) consistent with the requirements in *EC* Section 64001.

The SPSA is a document that represents a school's cycle of continuous improvement of student achievement. The annual process of developing, reviewing, and updating the SPSA includes a comprehensive review of data and the development of actions necessary to achieve school goals.

The SPSAs shall be reviewed and approved by the governing board or body of the local educational agency (LEA) at a regularly scheduled meeting whenever there are material changes that affect the academic programs for pupils covered by programs identified in this part (*EC* Section 64001[i]).

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### **RECOMMENDED ACTION:**

Board of Directors approve the SPSA for HPCS.

School Year: [2020-2021]

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	School site Council (SSC) Approval Date	Local Board Approval Date
Heritage Peak Charter School	51714230132977	November 30, 2020	[Add Local Board Approval date here]

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Heritage Peak Charter School developed the SPSA for 2020-2021 to meet the requirements for the use of federal funds in the absence of the Local Control Accountability Plan (LCAP) for 20-21.

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

HPCS developed the SPSA in alignment with our usual process for annual development of the Local Control Accountability Plan (LCAP.) We remain committed to a cycle of continuous improvement and contend regular data review for trends, and in determining effective strategies to address areas for growth.

## Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

The Director of Heritage Peak Charter School has held multiple LCAP meetings with stakeholders (including parents, pupils, teachers, other school personnel, and other school administrators.) At these meetings, school leadership addressed the description of the LCAP process, explained the LCAP template, progress toward meeting annual goals, and discussed future LCAP goals. Annually, Heritage Peak Charter School surveys all its stakeholders (including parents, pupils, teachers, other school personnel, and other school administrators.) A majority of the questions in the surveys are directly aligned to the 8 Basic State Priorities. Data from the survey and stakeholder meetings were reviewed and discussed. High priority status pertaining to student performance, attendance, school facilities, and school climate and course offerings were taken regarding the school's needs and areas for growth. This information was compiled and the district LCAP was written based from these identified needs. Adjustments to the draft LCAP were made and the final plan was provided to the Board of Directors for approval at a regularly scheduled Board meeting in June 2019. The SPSA is written to align with the LCAP and LCP goals established in those documents. The goals focus on student achievement, specifically Mathematics, English Language Arts and Early Literacy.

# Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

## Goal 1

All HPCS students, including those in numerically significant subgroups (13.2% SPED, 11.9% African American, 6.5% Hispanic, 50.9% Socio-economically disadvantage, 8.4% ELL or RFEP, and 2.9% Homeless) will show high levels of proficiency in the Common Core Standards for Mathematics

### Identified Need

In Fall 2020, 3<sup>rd</sup> through 11<sup>th</sup> graders were assessed using the Exact Path Diagnostic Tool. Performance data indicated student gaps in math.

### Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Fall 2020 Exact Path Student Performance	Identified student math quartile	Reduction in students performing below grade level.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including those in significant subgroups in grades 3 through 11.

#### Strategy/Activity

##### Instruction

Virtual classroom, VOLTS, Unified Classroom, writing, Academic Vocabulary Toolkit, Carolina/PLTW

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$829,395	LCFF

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including those in significant subgroups in grades 3 through 11.

Strategy/Activity

Intervention

ExactPath, Study Island, Math Seeds, Tutoring, Mobile Lending Library

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Included in Goal 1/Strategy/Activity 1

LCFF

**Goal 2**

All HPCS students, including those in numerically significant subgroups (13.2% SPED, 11.9% African American, 6.5% Hispanic, 50.9% Socio-economically disadvantage, 8.4% ELL or RFEP, and 2.9% Homeless) will show high levels of proficiency in the Common Core Standards for English Language Arts.

**Identified Need**

In Fall 2020, 3<sup>rd</sup> through 11<sup>th</sup> graders were assessed using the Exact Path Diagnostic Tool. Performance data indicated student gaps in ELA.

**Annual Measurable Outcomes**

Metric/Indicator

Baseline/Actual Outcome

Expected Outcome

Fall 2020 Exact Path Student Performance

Identified student Lexile range

Reduction in students performing below grade level.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

**Strategy/Activity 1**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, including those in significant subgroups in grades 3 through 11.

Strategy/Activity

Instruction

Virtual classroom, VOLTS, Unified Classroom, writing, Academic Vocabulary Toolkit, Carolina/PLTW

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

\$201,425

LCFF

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, including those in significant subgroups in grades 3 through 11.

Strategy/Activity

Intervention

ExactPath, Study Island, Lexia, Reading Eggs, Tutoring, Sondays, Mobile Lending Library

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Included in Goal 2/Strategy/Activity 1

LCFF

**Goal 3**

All cohort matched HPCS 2<sup>nd</sup> grade students will achieve benchmark status as measured at end-of-year assessment window based on local measures (such as DIBELS) by 2023.

**Identified Need**

Early literacy is proven to support improved student achievement and students accessing core curriculum.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Students in 2 <sup>nd</sup> grade DIBELS scores	Kindergarten students in Fall 2020 DIBELS performance data	Students in 2 <sup>nd</sup> grade cohort matched group will achieve end-of-year benchmark status in 2023

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All K-2 grade students, including those in significant subgroups will be assessed three times each year and cohort tracked for annual data gathering. This data will drive intervention efforts aimed to identify students performing below benchmark and improve early literacy outcomes in the cohort groups.

#### Strategy/Activity

Progress monitoring- PCI will implement progress monitoring and locally identified interventions in addition to interventions listed in Goal 2.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$154,030	LCFF

## Annual Review

### SPSA Year Reviewed: 2020-21

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

NA

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

NA

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

NA

## Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$245,009
Total Federal Funds Provided to the School from the LEA for CSI	\$ 0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$ 939,841 Supplemental and Concentration \$ 245,009 Consolidated Application \$1,184,850 Total Funds Budgeted
Total of federal, state, and/or local funds for this school:	\$11,452,891



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## ***BOARD OF DIRECTORS MEETING***

**DATE:** December 10, 2020

**AGENDA ITEM:** #6.10 School Plan for Student Achievement (SPSA)- Rio Valley Charter School

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### **Background:**

All schools operating Title I, Part A Schoolwide Programs (including charter schools and single school districts) are required to develop a School Plan for Student Achievement (SPSA) consistent with the requirements in *EC* Section 64001.

The SPSA is a document that represents a school's cycle of continuous improvement of student achievement. The annual process of developing, reviewing, and updating the SPSA includes a comprehensive review of data and the development of actions necessary to achieve school goals.

The SPSAs shall be reviewed and approved by the governing board or body of the local educational agency (LEA) at a regularly scheduled meeting whenever there are material changes that affect the academic programs for pupils covered by programs identified in this part (*EC* Section 64001[i]).

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### **RECOMMENDED ACTION:**

Board of Directors approve the SPSA for RVCS.

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Rio Valley Charter School	39 68585 0122580	December 1, 2020	[Add Local Board Approval date here]

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Rio Valley Charter School developed the SPSA for the 2020-2021 to meet the requirements for the use of federal funds in the absence of the Local Control Accountability Plan (LCAP) for 20-21.

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

RVCS developed the SPSA in alignment with our usual process for annual development of the Local Control Accountability Plan (LCAP). We remain committed to a cycle of continuous improvement and regular data review for trends, and in determining effective strategies to address areas for growth.

## Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

The Director of Rio Valley Charter School has held multiple LCAP meetings with stakeholders (including parents, pupils, teachers, other school personnel, and other school administrators.) At these meetings, school leadership addressed the description of the LCAP process, explained the LCAP template, progress toward meeting annual goals, and discussed future LCAP goals. Annually, Rio Valley Charter School surveys all its stakeholders (including parents, pupils, teachers, other school personnel, and other school administrators.) A majority of the questions in the surveys are directly aligned to the 8 Basic State Priorities. Data from the survey and stakeholder meetings were reviewed and discussed. High priority status pertaining to student performance, attendance, school facilities, and school climate and course offerings were taken regarding the school’s needs for growth. This information was compiled and the district LCAP was written based from these identified needs. Adjustments to the draft LCAP were made and the final plan was provided to the Board of Directors for approval at a regularly scheduled Board meeting in June.

# Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

## Goal 1

All RVCS students, including those in numerically significant subgroups (15% SPED, 12% African American, 39% Hispanic, 56% Socio-economically disadvantaged, 7% ELL or RFEP) will show high levels of proficiency in the Common Core Standards for Mathematics.

### Identified Need

In Fall 2020, 3<sup>rd</sup> through 11<sup>th</sup> graders were assessed using the Exact Path Diagnostic Tool. Performance data indicated student gaps in math.

### Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Fall 2020 Exact Path Student Performance.	Identified student math quartile.	Reduction in students performing below grade level.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including those in significant subgroups in grades 3 through 11.

#### Strategy/Activity

##### Instruction

Virtual classroom, VOLTS, Unified Classroom, Edmentum, Single Subject Teachers.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$723,699	LCFF

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including those in significant subgroups in grades 3 through 11.

### Strategy/Activity

Intervention

ExactPath, Study Island, Math Seeds, Math tutoring.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Included in Goal 1, Strategy 1

LCFF

## Goal 2

All RVCS students, including those in numerically significant subgroups (15% SPED, 12% African American, 39% Hispanic, 56% Socio-economically disadvantaged, 7% ELL or RFEP) will show high levels of proficiency in the Common Core Standards for English Language Arts and by 2023, all K-8 students will improve proficiency as measured by district writing rubrics and/or CAASPP.

### Identified Need

In Fall 2020, 3<sup>rd</sup> through 11<sup>th</sup> graders were assessed using the Exact Path Diagnostic Tool. Performance data indicated student gaps in ELA, (reading and language arts) and writing as an area of identified need based on an analysis of CAASPP results.

### Annual Measurable Outcomes

Metric/Indicator

Baseline/Actual Outcome

Expected Outcome

Fall 2020 Exact Path Student Performance.

Identified student Lexile range.

Reduction in students performing below grade level.

CAASP Writing Strand Scores

2018-2019 most recent available CAASPP data.

Increase in students performing at grade level.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including those in significant subgroups in grades 3 through 11.

### Strategy/Activity

#### Instruction

Virtual classroom, VOLTS, Unified Classroom, writing, Academic Toolkit, Carolina/PLTW, Single Subject Teachers.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

\$175,756

LCFF

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students K-8, including those in significant subgroups will benefit from these efforts.

### Strategy/Activity

All PCI teachers will participate in professional development focused on writing. Data analysis and identified student needs will drive instruction, intervention, and student achievement.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Included in Goal 2, Strategy 1.

LCFF

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including those in significant subgroups in grades 3 through 11.

#### Strategy/Activity

Intervention

ExactPath, Study Island, Lexia, Reading Eggs.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Included in Goal 2, Strategy 1.

LCFF

### Goal 3

All 2<sup>nd</sup> grade students in RVCS will achieve benchmark status as measured by end-of-year local measures (such as DIBELS) by 2023.

#### Identified Need

Early literacy is proven to support improved student achievement and students accessing core curriculum.

#### Annual Measurable Outcomes

Metric/Indicator

Baseline/Actual Outcome

Expected Outcome

Students in 2<sup>nd</sup> grade DIBELS scores.

Kindergarten students in Fall 2020 DIBELS performance data.

Students in 2<sup>nd</sup> grade cohort matched group will achieve end-of-year benchmark status in 2023.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

#### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All K-2 grade students, including those in significant subgroups will be assessed three times each year and cohort tracked for annual data gathering. This data will drive intervention efforts aimed to identify students performing below benchmark and improve early literacy outcomes in the cohort groups.

Strategy/Activity

Progress monitoring  
PCI will implement progress monitoring and locally identified interventions.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

\$134, 401

LCFF

# Annual Review

**SPSA Year Reviewed: 2020-21**

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

N/A

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

N/A

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

N/A

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$ 192,786 Consolidated Application \$841, 070 Supplemental and Concentration Funds
Total Federal Funds Provided to the School from the LEA for CSI	\$ 0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$ 1,033, 856

Total of federal, state, and/or local funds for this school: \$9, 133, 137



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #7.1 Audit Report 2019-2020

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### **Background:**

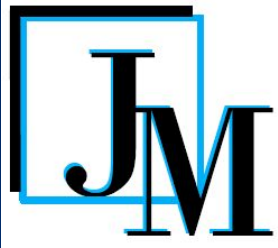
David Becker, CPA, with James Marta & Company LLP will present and discuss this item.

Annually PCI is required to have an independent financial audit conducted using generally accepted auditing standards.

---

### **RECOMMENDED ACTION:**

Board of Directors accept the 2019-2020 Audit Report.



**PACIFIC CHARTER INSTITUTE  
DBA HERITAGE PEAK CHARTER SCHOOL  
RIO VALLEY CHARTER SCHOOL  
VALLEY VIEW CHARTER PREP AND  
SUTTER PEAK CHARTER ACADEMY  
(A CALIFORNIA NON-PROFIT PUBLIC  
BENEFIT CORPORATION)**

**COUNTY OF SACRAMENTO  
SACRAMENTO, CALIFORNIA**

**FINANCIAL STATEMENTS  
WITH  
INDEPENDENT AUDITOR'S REPORT**

**FOR THE YEAR ENDED  
JUNE 30, 2020**

**JAMES MARTA & Co. LLP**

**701 HOWE AVENUE, E3  
SACRAMENTO, CA**

**(916) 993-9494  
(916) 993-9489 FAX**

**WWW.JPMCFA.COM**

**PACIFIC CHARTER INSTITUTE**  
**(A California Non-Profit Public Benefit Corporation)**

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**PACIFIC CHARTER INSTITUTE**  
**(A California Non-Profit Public Benefit Corporation)**

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**James Marta & Company LLP**  
***Certified Public Accountants***

*Accounting, Auditing, Consulting, and Tax*

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**INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
Pacific Charter Institute  
Sacramento, California

**Report on the Financial Statements**

We have audited the accompanying financial statements of Pacific Charter Institute (a California Non-Profit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2020, the related statements of activities, functional expenses, and cash flows for the years then ended and the related notes to the financial statements.

**Managements Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pacific Charter Institute as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

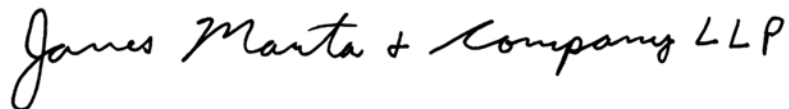
*Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information as listed in the table of contents, as required by the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 26, 2020 on our consideration of Pacific Charter Institute's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Pacific Charter Institute's internal control over financial reporting and compliance.



James Marta & Company LLP  
Certified Public Accountants  
Sacramento, California  
October 26, 2020

## **FINANCIAL STATEMENTS**

**PACIFIC CHARTER INSTITUTE**  
**(A CALIFORNIA NON-PROFIT BENEFIT CORPORATION)**

**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2020**

---

**ASSETS**

Current assets

Cash and cash equivalents	\$ 3,000,498
Accounts receivable	6,475,791
Prepaid expenses	<u>210,042</u>
Total current assets	9,686,331

Noncurrent assets

Fixed assets, net	<u>518,407</u>
-------------------	----------------

Total assets	<u><u>\$ 10,204,738</u></u>
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**LIABILITIES AND**  
**NET ASSETS**

Liabilities

Accounts payable and accrued expenses	<u>\$ 1,032,587</u>
--	---------------------

Total liabilities	1,032,587
-------------------	-----------

Net assets

Without restrictions	<u>9,172,151</u>
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Total liabilities and net assets	<u><u>\$ 10,204,738</u></u>
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**PACIFIC CHARTER INSTITUTE**  
**(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**STATEMENT OF ACTIVITIES**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

---

**NET ASSETS WITHOUT RESTRICTIONS**

Revenues		
State revenue		
State aid portion of general purpose funding	\$	25,403,675
State lottery revenue		492,569
Mandated cost reimbursements		79,552
All other		7,472
Local revenue		
Cash in-lieu of property taxes		3,581,415
All other		13,188
Net assets released from restrictions		<u>3,875,482</u>
Total revenues		<u>33,453,353</u>
Expenses		
Instruction		23,894,842
Instruction related services		7,125,014
Pupil services		10,403
Plant services		1,296,844
Other outgo		<u>641,540</u>
Total expenses		32,968,643

Change in Net Assets without restrictions 484,710

**NET ASSETS WITH RESTRICTIONS**

Federal revenue		685,272
State lottery revenue		178,903
Other state revenue		1,347,909
All other local revenue		1,478,597
Net assets released from restrictions		<u>(3,875,482)</u>

Change in Net Assets with restrictions (184,801)

Change in Net Assets 299,909

Net Assets, Beginning of Period 8,872,242

Net Assets, End of Period \$ 9,172,151

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

	<u>Instruction</u>	<u>Instruction related services</u>	<u>Pupil Services</u>	<u>Plant services</u>	<u>Other outgo</u>	<u>Totals</u>
Expenses						
Certificated salaries	\$ 11,699,400	\$ 1,313,909	\$ -	\$ -	\$ -	\$ 13,013,309
Classified salaries	84,715	2,235,435	-	17,340	-	2,337,490
Employee benefits	4,871,868	1,564,749	-	1,796	-	6,438,413
Books and supplies	2,707,165	396,720	7,403	9,282	-	3,120,570
Services and other operating expenditures	4,531,694	1,614,201	3,000	1,151,209	-	7,300,104
Other outgo	-	-	-	-	641,540	641,540
Depreciation	-	-	-	117,217	-	117,217
 Total expenses	 <u>\$ 23,894,842</u>	 <u>\$ 7,125,014</u>	 <u>\$ 10,403</u>	 <u>\$ 1,296,844</u>	 <u>\$ 641,540</u>	 <u>\$ 32,968,643</u>

The accompanying notes are an integral part of these financial statements.

**PACIFIC CHARTER INSTITUTE**  
**(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**STATEMENT OF CASH FLOWS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

---

<b>Net Cash Flows Provided (Used) by Operating Activities</b>	
Change in net assets	\$ 299,909
Reconciliation to net cash provided by operating activities:	
Depreciation	117,217
Changes in:	
Accounts receivable	(1,278,398)
Prepaid expense	79,545
Accounts payable	244,029
Net cash provided (used) by operating activities	<u>(537,698)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(761,647)
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>3,762,145</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u><u>\$ 3,000,498</u></u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2020**

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. REPORTING ENTITY**

Pacific Charter Institute (the “Charter School”) is organized as a 501(c)(3) corporation. Pacific Charter Institute manages four individual charter schools: Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep and Sutter Peak Charter Academy. In 2005, 2010, 2014, and 2015, the State Board of Education granted charter school status to Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep, and Sutter Peak Charter Academy respectively, through the authority established in Education Code Section 47605 (Senate Bill 1448, Statutes of 1992, Chapter 781). The State Board of Education can revoke the Charter School's charter if Twin Rivers Unified School District, Lodi Unified School District, New Jerusalem Elementary School District or Nuestro School District, the Charter School's sponsoring Districts, determines that the Charter School did any of the following:

- Committed a material violation of any of the conditions, standards or procedures set forth in the charter petition.
- Failed to meet or pursue any of the pupil outcomes identified in the charter petition.
- Failed to meet generally accepted accounting standards of fiscal management.
- Violated any provision of law.

The Board of Directors is the level of government which has governance responsibilities over all activities related to public elementary school education in the Charter School. The Board is not included in any governmental “reporting entity” as defined by the Governmental Accounting Standards Board, since Board members have decision-making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2020**

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**B. BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION**

The financial statements of the Charter School have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without restrictions:** Net assets that are not subject to restrictions by an outside entity and may be expended for any purpose in performing the primary objectives of the Charter School. These net assets may be used at the discretion of the Charter School's management and the board of directors.

**Net assets with restrictions:** Net assets subject to stipulations imposed by outside funders. Some restrictions are temporary in nature; those restrictions will be met by actions of the Charter or by the passage of time. Other restrictions are perpetual in nature, where by the outside party has stipulated the funds be maintained in perpetuity.

Restricted income is reported as increases in net assets with restrictions. When a restriction expires, net assets are reclassified from net assets with restrictions to net assets without restrictions in the statements of activities.

The Charter School had no net assets with restrictions or endowments at June 30, 2020.

**C. REVENUE RECOGNITION**

Contributions and grants are recognized in full when received or unconditionally promised. All contributions are considered available for unrestricted use unless specifically restricted by donors for future periods or specific purposes. Donor-restricted amounts are reported as increases in temporarily or permanently restricted net assets. Temporarily restricted net assets become unrestricted, and are reported in the statement of activities as net assets released from restrictions, when time restrictions expire or the contributions are used for the restricted purpose. Conditional promises to give, which depend on the occurrence of specified future and uncertain events, are not recorded until the conditions are met. Government grants are recognized as revenue in accordance with the terms of the applicable grant agreement, which is generally upon the incurrence of expenditures related to the required services.

Donated materials, equipment, and professional services are recorded as in-kind contributions and recognized at the estimated fair value as of the date of donation or service. Contributed services are recorded when they create or enhance non-financial assets or require a specialized skill that the Charter School would otherwise need to purchase.

**D. CASH AND CASH EQUIVALENTS**

The Charter School considers investments with maturity at purchase of three months or less to be cash equivalents.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2020**

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**E. ACCOUNTS RECEIVABLE**

Management provides for uncollectable amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. It is estimated that all of the accounts receivable will be collected; accordingly, no allowance for doubtful accounts has been established.

**F. PREPAID EXPENSES**

Certain expenses are treated as prepaid at June 30, 2020. This is to reflect a proper matching of expenses for the year-end financial statements

**G. UNEARNED REVENUE**

Revenues from federal, state, and local special projects and programs are recognized when qualified expenditures have been incurred. Funds received but not earned are recorded as unearned revenue until earned. There was no unearned revenue at June 30, 2020.

**H. CAPITAL ASSETS**

Capital assets purchased or acquired, with an original cost of \$5,000 or more, are recorded at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Capital assets are depreciated using the straight-line method over 4 - 30 years depending on asset types.

**I. COMPENSATED ABSENCES**

At June 30, 2020, the Charter School had no liability for accumulated unpaid employee vacation benefits.

**J. ACCUMULATED SICK LEAVE**

At June 30, 2020, the Charter School had no liability for accumulated sick leave benefits. The Charter School's policy is to record sick leave as an operating expenditure in the period taken, since benefits do not vest.

**K. INCOME TAXES**

The organization is organized pursuant to General Nonprofit Law of the State of California and is exempt from State and Federal income taxes under I.R.C. Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision for income taxes has been made in the accompanying financial statements.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2020**

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**L. FUNCTIONAL ALLOCATION OF EXPENSES**

Expenses have been summarized on a functional basis in the statements of activities and of functional expenses. Accordingly, certain costs have been allocated between the functional areas based on management estimates of employees' time incurred and on resource usage.

**M. ESTIMATES**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Accordingly, actual results may differ from those estimates.

**N. SUBSEQUENT EVENTS**

The Charter School's management has reviewed its financial statements and evaluated subsequent events for the period of time from its year ended June 30, 2020 through October 26, 2020, the date the financial statements were issued. Management is not aware of any subsequent events, other than those described above, that would require recognition or disclosure in the accompanying financial statements.

**2. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consisted of the following at June 30, 2020:

Per bank	\$ 3,875,016
Checks outstanding	<u>(874,518)</u>
Total cash and cash equivalents	<u>\$ 3,000,498</u>

Cash balances held in banks are insured by the Federal Depository Insurance Corporation (FDIC) up to \$250,000. Amounts held in banks in excess of FDIC as of June 30, 2020 were \$3,625,016.

*Interest Rate Risk.* Pacific Charter Institute does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2020, the Charter School had no significant interest rate risk related to cash held.

*Credit Risk.* Pacific Charter Institute does not have a formal investment policy that limits its investment choices other than the limitations of state law.

*Concentration of Credit Risk.* The Charter School does not place limits on the amount it may invest in any one issuer. At June 30, 2020, the Charter School held all of its cash in Wells Fargo Bank.

**PACIFIC CHARTER INSTITUTE**  
**(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**3. LIQUIDITY**

The following represents the Charter School's financial assets at June 30, 2020:

	2020
Financial assets at year end:	
Cash and cash equivalents	\$ 3,000,498
Accounts receivable	6,475,791
Total Financial Assets	9,476,289
Less assets with restrictions	-
Financial assets available to meet general expenditures over the next twelve months from June 30.	
	\$ 9,476,289

The Charter School's goal is generally to maintain financial assets to meet 60 days of operating expenses (approximately \$5,500,000).

**4. PROPERTY AND EQUIPMENT**

Property and equipment activity for the year ended June 30, 2020, was as follows:

	Balance July 1, 2019	Additions and Transfers	Deductions and Transfers	Balance June 30, 2020
Depreciable assets:				
Sites and improvements	\$ 798,804	\$ 49,434	\$ -	\$ 848,238
Furniture and equipment	237,325	174,515	-	411,840
Total depreciable assets	1,036,129	223,949	-	1,260,078
Accumulated depreciation:				
Sites and improvements	(462,457)	(95,783)	-	(558,240)
Furniture and equipment	(161,997)	(21,434)	-	(183,431)
Total accumulated depreciation	(624,454)	(117,217)	-	(741,671)
Capital assets, net	\$ 411,675	\$ 106,732	\$ -	\$ 518,407

Depreciation expense was \$117,217 for the year ended June 30, 2020.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2020**

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**5. COMMITMENTS AND CONTINGENCIES**

Pacific Charter Institute has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

**6. EMPLOYEE RETIREMENT PLANS**

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS).

California State Teachers' Retirement System (CalSTRS):

Plan Description

Pacific Charter Institute contributes to the California State Teachers' Retirement Systems (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirements, disability, and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, with the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 100 Waterfront Place, West Sacramento, California 95605.

Funding Policy

Active plan members are required to contribute 8% of their salary and Pacific Charter Institute is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalSTRS Teachers' Retirement Board. The required employer contribution rate for the fiscal year 2019-2020 was 17.10% of annual payroll. Pacific Charter Institute's contributions to CalSTRS for the fiscal years ended June 30, 2020, 2019 and 2018 were \$3,463,425, \$3,206,114 and \$2,036,946, respectively, and equal 100% of the required contributions for each year.

California Public Employees' Retirement System (CalPERS):

Plan Description

Pacific Charter Institute contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, with the Public Employees' Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 Q Street, Sacramento, California 95811.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2020**

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**6. EMPLOYEE RETIREMENT PLANS (CONTINUED)**

Funding Policy

Active plan members are required to contribute 7% of their salary (7% of monthly salary over \$133.33 if the member participates in Social Security), and Pacific Charter Institute is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for the fiscal year 2019-2020 was 19.721% of annual payroll. The Charter School's contributions to CalPERS for the fiscal years ended June 30, 2020, 2019 and 2018 were \$313,414, \$335,754 and \$218,946, respectively, and equal 100% of the required contributions for each year.

401(k) Plan

The Charter School offers its employees a salary deferral 401(k) Plan. The Plan is available to all employees meeting certain age and length of service requirements. Under the Plan, employees can defer a selected portion of their annual compensation and the Charter School offers a match of 25% of contributions up to 4% of the annual compensation. The Charter School's contributions for the years ended June 30, 2020, 2019 and 2018 were \$108,671, \$116,939, and \$108,319 respectively.

**7. OPERATING LEASES**

The Charter School has entered into equipment and facility operating leases with lease terms in excess of one year. The following is a schedule of future minimum lease payments as of June 30, 2020:

Year Ended	
June 30,	Payments
2021	\$ 921,997
2022	692,299
2023	334,564
2024	<u>195,793</u>
Total	<u>\$ 2,144,653</u>

Rent expense for all operating leases totaled \$864,119 for the year ended June 30, 2020.

**8. RELATED PARTY TRANSACTIONS**

Pacific Charter Institute, a California non-profit 501(c)(3) public benefit corporation, oversees Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep and Sutter Peak Charter Academy. Heritage Peak Charter School provided administrative services to Rio Valley Charter School, Valley View Charter Prep and Sutter Peak Charter Academy, which were charged at cost. The amounts charged by Heritage Peak Charter School to Rio Valley Charter School, Valley View Charter Prep and Sutter Peak Charter Academy were \$1,086,762, \$808,384 and \$765,061, respectively. At June 30, 2020, there are no amounts due from Rio Valley Charter School, Valley View Charter Prep and Sutter Peak Charter Academy to Heritage Peak Charter School.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2020**

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**9. SCHOLARSHIP FUND**

The Charter School acts as trustee of funds held for the purpose of awarding scholarships to Charter School graduates. The scholarship fund is not property of the Charter School and is not included in the statement of financial position. The balance of the scholarship fund was \$53,602 at June 30, 2020.

## **SUPPLEMENTARY INFORMATION**

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE – BUDGET (NON-GAAP) AND ACTUAL**

**HERITAGE PEAK CHARTER SCHOOL  
GENERAL FUND**

**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

	<u>Budget</u>		<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Local control funding formula sources	\$ 10,208,165	\$ 10,130,075	\$ 10,095,256	\$ (34,819)
Federal revenue	257,788	261,023	343,289	82,266
Other state revenues	244,706	262,248	906,691	644,443
Other local revenues	<u>622,300</u>	<u>518,823</u>	<u>416,482</u>	<u>(102,341)</u>
Total Revenues	<u>11,332,959</u>	<u>11,172,169</u>	<u>11,761,718</u>	<u>589,549</u>
<b>EXPENDITURES</b>				
Certificated salaries	6,231,232	6,741,037	6,789,352	(48,315)
Classified salaries	373,750	1,761,746	1,818,738	(56,992)
Employee benefits	2,223,715	2,961,061	3,497,063	(536,002)
Books and supplies	1,440,388	1,253,623	1,259,176	(5,553)
Services and other operating expenditures	1,440,491	3,107,646	3,227,643	(119,997)
Capital outlay	-	116,492	116,492	-
Other outgo	<u>(447,387)</u>	<u>(4,410,797)</u>	<u>(4,800,150)</u>	<u>389,353</u>
Total Expenditures	<u>11,262,189</u>	<u>11,530,808</u>	<u>11,908,314</u>	<u>(377,506)</u>
Net change in fund balances	70,770	(358,639)	(146,596)	212,043
Fund balances, July 1, 2019	<u>4,359,133</u>	<u>4,359,133</u>	<u>4,359,133</u>	<u>-</u>
Fund balances, June 30, 2020	<u>\$ 4,429,903</u>	<u>\$ 4,000,494</u>	<u>\$ 4,212,537</u>	<u>\$ 212,043</u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE – BUDGET (NON-GAAP) AND ACTUAL**

**RIO VALLEY CHARTER SCHOOL  
GENERAL FUND**

**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

	<u>Budget</u>		<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Local control funding formula sources	\$ 8,441,925	\$ 8,180,847	\$ 8,202,198	\$ 21,351
Federal revenue	159,384	177,846	192,660	14,814
Other state revenues	190,242	208,152	548,772	340,620
Other local revenues	364,484	411,541	438,373	26,832
Total Revenues	<u>9,156,035</u>	<u>8,978,386</u>	<u>9,382,003</u>	<u>403,617</u>
<b>EXPENDITURES</b>				
Certificated salaries	2,909,249	2,942,896	2,956,720	(13,824)
Classified salaries	186,566	182,554	203,032	(20,478)
Employee benefits	1,108,414	1,167,199	1,464,461	(297,262)
Books and supplies	1,312,884	764,846	860,510	(95,664)
Services and other operating expenditures	1,329,530	1,302,030	1,409,836	(107,806)
Capital outlay	-	56,000	49,434	6,566
Other outgo	2,119,377	2,246,627	2,391,625	(144,998)
Total Expenditures	<u>8,966,020</u>	<u>8,662,152</u>	<u>9,335,618</u>	<u>(673,466)</u>
Net change in fund balances	190,015	316,234	46,385	(269,849)
Fund balances, July 1, 2019	<u>2,566,079</u>	<u>2,566,079</u>	<u>2,566,079</u>	<u>-</u>
Fund balances, June 30, 2020	<u>\$ 2,756,094</u>	<u>\$ 2,882,313</u>	<u>\$ 2,612,464</u>	<u>\$ (269,849)</u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE – BUDGET (NON-GAAP) AND ACTUAL**

**VALLEY VIEW CHARTER PREP  
GENERAL FUND**

**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

	<u>Budget</u>		<u>Actual</u>	<b>Variance with Final Budget Favorable (Unfavorable)</b>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Local control funding formula sources	\$ 5,338,496	\$ 5,382,558	\$ 5,377,943	\$ (4,615)
Federal revenue	65,902	76,875	74,395	(2,480)
Other state revenues	134,001	147,465	342,504	195,039
Other local revenues	271,014	333,945	335,572	1,627
<b>Total Revenues</b>	<u>5,809,413</u>	<u>5,940,843</u>	<u>6,130,414</u>	<u>189,571</u>
<b>EXPENDITURES</b>				
Certificated salaries	1,629,216	1,622,449	1,641,855	(19,406)
Classified salaries	201,240	207,455	219,865	(12,410)
Employee benefits	631,026	629,141	836,298	(207,157)
Books and supplies	809,250	423,250	392,722	30,528
Services and other operating expenditures	1,095,250	1,440,750	1,523,156	(82,406)
Capital outlay	-	60,000	58,023	1,977
Other outgo	1,217,516	1,364,465	1,466,391	(101,926)
<b>Total Expenditures</b>	<u>5,583,498</u>	<u>5,747,510</u>	<u>6,138,310</u>	<u>(390,800)</u>
<b>Net change in fund balances</b>	225,915	193,333	(7,896)	(201,229)
Fund balances, July 1, 2019	<u>446,591</u>	<u>446,591</u>	<u>446,591</u>	<u>-</u>
Fund balances, June 30, 2020	<u>\$ 672,506</u>	<u>\$ 639,924</u>	<u>\$ 438,695</u>	<u>\$ (201,229)</u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE – BUDGET (NON-GAAP) AND ACTUAL**

**SUTTER PEAK CHARTER ACADEMY  
GENERAL FUND**

**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

	<u>Budget</u>		<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Local control funding formula sources	\$ 5,477,223	\$ 5,297,505	\$ 5,309,693	\$ 12,188
Federal revenue	58,142	73,750	74,928	1,178
Other state revenues	131,644	143,576	308,438	164,862
Other local revenues	231,092	320,370	301,358	(19,012)
Total Revenues	<u>5,898,101</u>	<u>5,835,201</u>	<u>5,994,417</u>	<u>159,216</u>
<b>EXPENDITURES</b>				
Certificated salaries	1,550,843	1,633,969	1,625,382	8,587
Classified salaries	97,511	105,215	95,855	9,360
Employee benefits	488,142	526,340	640,591	(114,251)
Books and supplies	1,010,000	629,500	608,162	21,338
Services and other operating expenditures	974,142	1,110,988	1,139,469	(28,481)
Capital outlay	-	-	-	-
Other outgo	1,387,728	1,451,905	1,583,674	(131,769)
Total Expenditures	<u>5,508,366</u>	<u>5,457,917</u>	<u>5,693,133</u>	<u>(235,216)</u>
Net change in fund balances	389,735	377,284	301,284	(76,000)
Fund balances, July 1, 2019	<u>1,088,762</u>	<u>1,088,762</u>	<u>1,088,762</u>	<u>-</u>
Fund balances, June 30, 2020	<u>\$ 1,478,497</u>	<u>\$ 1,466,046</u>	<u>\$ 1,390,046</u>	<u>\$ (76,000)</u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**SCHEDULE OF AVERAGE DAILY ATTENDANCE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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Pacific Charter Institute, a California non-profit 501(c)(3) public benefit corporation, oversees Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep and Sutter Peak Charter Academy. Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep and Sutter Peak Charter Academy were established in 2005, 2010, 2014 and 2015, respectively, through authority established in Education Code Section 47605. Each charter school offers K-12 non site-based instruction. Heritage Peak Charter School is sponsored by Twin Rivers Unified School District, Rio Valley Charter School is sponsored by Lodi Unified School District, Valley View Charter Prep is sponsored by New Jerusalem Elementary School District and Sutter Peak Charter Academy is sponsored by Nuestro School District.

**BOARD OF DIRECTORS**

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Beth Kay	President	2021
Rex Fortune	Vice President	2020
Judy Miller	Secretary	2020
Jean-Paul Prentice	Treasurer	2021
Gary Borden	Member	2020
Kevin Smith-Fagan	Member	2021
Joshua Modlin	Member	2022

**ADMINISTRATION**

Paul Keefer, Ed. D.  
Executive Director

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**SCHEDULE OF AVERAGE DAILY ATTENDANCE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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**Heritage Peak Charter School**

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**Average Daily Attendance**

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**Generated Through Non-Classroom-Based Instruction**

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	<u>Second Period Report</u>	<u>Annual Report</u>
Elementary:		
Transitional Kindergarten / Kindergarten	69	69
Grades 1 through 3	228	228
Grades 4 through 6	196	196
Grades 7 through 8	176	176
Total elementary grades	<u>668</u>	<u>668</u>
High School		
Grades 9 through 12	<u>387</u>	<u>387</u>
Total all grades	<u><u>1,055</u></u>	<u><u>1,055</u></u>

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**Rio Valley Charter School**

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**Average Daily Attendance**

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**Generated Through Non-Classroom-Based Instruction**

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	<u>Second Period Report</u>	<u>Annual Report</u>
Elementary:		
Kindergarten	48	48
Grades 1 through 3	139	139
Grades 4 through 6	144	144
Grades 7 through 8	126	126
Total elementary grades	<u>457</u>	<u>457</u>
High School		
Grades 9 through 12	<u>364</u>	<u>364</u>
Total all grades	<u><u>821</u></u>	<u><u>821</u></u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**SCHEDULE OF AVERAGE DAILY ATTENDANCE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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**Valley View Charter Prep**

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**Average Daily Attendance**

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**Generated Through Non-Classroom-Based Instruction**

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	<u>Second Period Report</u>	<u>Annual Report</u>
Elementary:		
Kindergarten	58	58
Grades 1 through 3	176	176
Grades 4 through 6	184	184
Grades 7 through 8	<u>100</u>	<u>100</u>
Total elementary grades	<u>518</u>	<u>518</u>
High School		
Grades 9 through 12	<u>92</u>	<u>92</u>
Total all grades	<u><u>611</u></u>	<u><u>611</u></u>

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**Sutter Peak Charter Academy**

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**Average Daily Attendance**

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**Generated Through Non-Classroom-Based Instruction**

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	<u>Second Period Report</u>	<u>Annual Report</u>
Elementary:		
Kindergarten	62	62
Grades 1 through 3	167	167
Grades 4 through 6	137	137
Grades 7 through 8	<u>97</u>	<u>97</u>
Total elementary grades	<u>463</u>	<u>463</u>
High School		
Grades 9 through 12	<u>115</u>	<u>115</u>
Total all grades	<u><u>578</u></u>	<u><u>578</u></u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**SCHEDULE OF INSTRUCTIONAL TIME  
FOR THE YEAR ENDED JUNE 30, 2020**

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<u>Grade Level</u>	<u>Minimum Instructional Minutes</u>	<u>Reduced Minutes Requirement</u>	<u>2019-20 Actual Minutes</u>	<u>Instructional Days</u>	<u>Status</u>
Kindergarten					Not Applicable
Grade 1					Not Applicable
Grade 2					Not Applicable
Grade 3					Not Applicable
Grade 4					Not Applicable
Grade 5					Not Applicable
Grade 6					Not Applicable
Grade 7					Not Applicable
Grade 8					Not Applicable
Grade 9					Not Applicable
Grade 10					Not Applicable
Grade 11					Not Applicable
Grade 12					Not Applicable

This schedule is not applicable to Pacific Charter Institute since they do not have any classroom based instruction.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

	<u>Adopted Budget 2020-21</u>	<u>Actuals 2019-20</u>	<u>Actuals 2018/19</u>	<u>Actuals 2017/18</u>
<b><u>General Fund</u></b>				
Revenues and Other Financial Sources	\$ 31,428,547	\$ 33,268,552	\$ 32,982,030	\$ 26,231,956
Expenditures	<u>31,507,539</u>	<u>33,075,375</u>	<u>29,893,208</u>	<u>24,824,542</u>
Change in Fund Balance	<u>(78,992)</u>	<u>193,177</u>	<u>3,088,822</u>	<u>1,407,414</u>
Ending Fund Balance	<u>\$ 8,574,752</u>	<u>\$ 8,653,744</u>	<u>\$ 8,460,567</u>	<u>\$ 5,371,745</u>
Available Reserves	<u>\$ 8,574,751</u>	<u>\$ 8,443,701</u>	<u>\$ 7,986,181</u>	<u>\$ 4,867,700</u>
Reserve for Economic Uncertainties	<u>\$ 1,575,377</u>	<u>\$ 1,653,770</u>	<u>\$ 1,441,172</u>	<u>\$ 1,187,741</u>
Unappropriated Fund Balance	<u>\$ 6,999,374</u>	<u>\$ 6,789,931</u>	<u>\$ 6,545,009</u>	<u>\$ 3,679,959</u>
Available Reserves as a Percentage of Total Outgo	27.2%	25.5%	26.7%	19.6%
<b><u>All Funds</u></b>				
Total Long-Term Debt	\$ -	\$ -	\$ -	\$ -
Actual Daily Attendance at P-2	3,285	3,065	2,988	2,599

The general fund balance has increased by \$4,689,413 over the past three years. The Charter School budget projects a decrease of \$78,992 for the fiscal year ending June 30, 2021. The State of California has not established reserve requirements for Charter Schools. However, the Board of Directors believes that an available reserve of 5 percent is prudent for the Charter School in this instance.

The District has incurred an operating surplus in each of the past three years and anticipates incurring an operating deficit during the fiscal year 2020/21.

The Charter School had no long-term liabilities over the past three years.

Average Daily Attendance (ADA) has increased by 466 over the past two years. The District anticipates an increase of 220 ADA for the fiscal year 2020/21.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT  
WITH AUDITED FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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No audit adjustments were made to any funds of the Charter School.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**SCHEDULE OF CHARTER SCHOOLS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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<u>Charter Schools Chartered by the Charter School</u>	<u>Included in the Charter School Financial Statements or</u>	<u>Separate Report Charter School Number</u>
Pacific Charter Institute does not sponsor any charter schools	Not applicable	Not applicable

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

<b>Federal Catalog Number</b>	<b>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</b>	<b>Pass- Through Entity Identifying Number</b>	<b>Federal Expenditures</b>
<u>U.S. Department of Education</u>			
<i>Passed through California Department of Education</i>			
84.010	NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	14329	\$ 460,525
84.027	Special Education: IDEA Basic Local Assistance Entitlement	13379	<u>224,747</u>
	Total U.S. Department of Education		<u>685,272</u>
	Total Federal Programs		<u>\$ 685,272</u>

**PACIFIC CHARTER INSTITUTE**  
**(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**COMBINING STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2020**

	<u>Heritage Peak Charter School</u>	<u>Rio Valley Charter School</u>	<u>Valley View Charter Prep</u>	<u>Sutter Peak Charter School</u>	<u>Totals</u>
<b>ASSETS</b>					
Current assets					
Cash and cash equivalents	\$ 2,541,209	\$ 806,586	\$ (713,008)	\$ 365,711	\$ 3,000,498
Accounts receivable	2,058,892	2,018,320	1,259,093	1,139,486	6,475,791
Prepaid expenses	103,797	71,385	12,840	22,020	210,042
Total current assets	<u>4,703,898</u>	<u>2,896,291</u>	<u>558,925</u>	<u>1,527,217</u>	<u>9,686,331</u>
Noncurrent assets					
Fixed assets, net	<u>365,370</u>	<u>55,986</u>	<u>56,089</u>	<u>40,962</u>	<u>518,407</u>
Total assets	<u>\$ 5,069,268</u>	<u>\$ 2,952,277</u>	<u>\$ 615,014</u>	<u>\$ 1,568,179</u>	<u>\$ 10,204,738</u>
<b>LIABILITIES AND NET ASSETS</b>					
Liabilities					
Accounts payable and accrued expenses	<u>\$ 491,361</u>	<u>\$ 283,826</u>	<u>\$ 120,230</u>	<u>\$ 137,170</u>	<u>\$ 1,032,587</u>
Total liabilities	<u>491,361</u>	<u>283,826</u>	<u>120,230</u>	<u>137,170</u>	<u>1,032,587</u>
Net assets					
Without restrictions	<u>4,577,907</u>	<u>2,668,451</u>	<u>494,784</u>	<u>1,431,009</u>	<u>9,172,151</u>
Total liabilities and net assets	<u>\$ 5,069,268</u>	<u>\$ 2,952,277</u>	<u>\$ 615,014</u>	<u>\$ 1,568,179</u>	<u>\$ 10,204,738</u>

**PACIFIC CHARTER INSTITUTE**  
**(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**COMBINING STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2020**

	<u>Heritage Peak Charter School</u>	<u>Rio Valley Charter School</u>	<u>Valley View Charter Prep</u>	<u>Sutter Peak Charter School</u>	<u>Totals</u>
<b>NET ASSETS WITHOUT RESTRICTIONS</b>					
Revenues					
State revenue					
State aid portion of general purpose funding	\$ 8,384,501	\$ 6,623,806	\$ 5,302,641	\$ 5,092,727	\$ 25,403,675
State lottery revenue	169,604	132,457	97,777	92,731	492,569
Mandated cost reimbursements	29,108	25,839	11,756	12,849	79,552
All other	3,422	2,780	1,182	88	7,472
Local revenue					
Cash in-lieu of property taxes	1,710,755	1,578,392	75,302	216,966	3,581,415
All other	553	8,236	4,399	-	13,188
Net assets released from restrictions	<u>1,518,161</u>	<u>1,010,493</u>	<u>668,749</u>	<u>678,079</u>	<u>3,875,482</u>
Total revenues	<u>11,816,104</u>	<u>9,382,003</u>	<u>6,161,806</u>	<u>6,093,440</u>	<u>33,453,353</u>
Expenses					
Instruction	9,986,322	5,800,878	4,180,517	3,927,125	23,894,842
Instruction related services	6,092,359	469,850	394,037	168,768	7,125,014
Pupil services	6,374	4,029	-	-	10,403
Plant services	586,094	643,848	42,650	24,252	1,296,844
Other outgo	<u>(4,800,150)</u>	<u>2,391,625</u>	<u>1,466,391</u>	<u>1,583,674</u>	<u>641,540</u>
Total expenses	<u>11,870,999</u>	<u>9,310,230</u>	<u>6,083,595</u>	<u>5,703,819</u>	<u>32,968,643</u>
Change in Net Assets without restrictions	(54,895)	71,773	78,211	389,621	484,710
<b>NET ASSETS WITH RESTRICTIONS</b>					
Federal revenue	343,289	192,660	74,395	74,928	685,272
State lottery revenue	62,083	48,040	35,129	33,651	178,903
Other state revenue	642,474	339,656	196,660	169,119	1,347,909
All other local revenue	415,929	430,137	331,173	301,358	1,478,597
Net assets released from restrictions	<u>(1,518,161)</u>	<u>(1,010,493)</u>	<u>(668,749)</u>	<u>(678,079)</u>	<u>(3,875,482)</u>
Change in Net Assets with restrictions	<u>(54,386)</u>	<u>-</u>	<u>(31,392)</u>	<u>(99,023)</u>	<u>(184,801)</u>
Change in Net Assets	(109,281)	71,773	46,819	290,598	299,909
Net Assets, Beginning of Period	<u>4,687,188</u>	<u>2,596,678</u>	<u>447,965</u>	<u>1,140,411</u>	<u>8,872,242</u>
Net Assets, End of Period	<u>\$ 4,577,907</u>	<u>\$ 2,668,451</u>	<u>\$ 494,784</u>	<u>\$ 1,431,009</u>	<u>\$ 9,172,151</u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**BALANCE SHEET – FUND BASIS  
JUNE 30, 2020**

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**ASSETS**

Cash and cash equivalents	\$ 3,000,498
Accounts receivable	6,475,791
Prepaid expenses	<u>210,042</u>
Total Assets	<u>\$ 9,686,331</u>

**LIABILITIES AND FUND BALANCE**

Liabilities:	
Accounts payable	<u>\$ 1,032,587</u>
Total Liabilities	1,032,587
Fund balance	<u>8,653,744</u>
Total Liabilities and Fund Balance	<u>\$ 9,686,331</u>

**RECONCILIATION OF THE FUND BASIS BALANCE SHEET  
TO THE STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2020**

---

Total Fund Balance - Fund Basis	\$ 8,653,744
Amounts reported for fund basis activities in the statement of financial position are difference because:	
Capital assets, net of depreciation, used for fund basis activities are not financial resources and, therefore, are not reported as assets in the fund basis statements.	<u>518,407</u>
Total Net Assets - GAAP Basis	<u>\$ 9,172,151</u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
FUND BASIS  
FOR THE YEAR ENDED JUNE 30, 2020**

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<b><u>Revenues:</u></b>	
LCFF sources	\$28,985,090
Federal revenue	685,272
Other state revenue	2,106,405
Other local revenue	1,491,785
Total revenues	<u>33,268,552</u>
 <b><u>Expenditures:</u></b>	
Certificated salaries	13,013,309
Classified salaries	2,337,490
Employee benefits	6,438,413
Books and supplies	3,120,570
Contract services and operating expenditures	7,300,104
Capital outlay	223,949
Other outgo	641,540
Total expenditures	<u>33,075,375</u>
Change in fund balance	193,177
<b>Fund balance July 1, 2019</b>	<u>8,460,567</u>
<b>Fund balance June 30, 2020</b>	<u>\$ 8,653,744</u>

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGE  
IN FUND BALANCE - FUND BASIS - TO THE STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2020**

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Net change in fund balance - Total Fund Basis	\$ 193,177
Amounts reported for fund basis activities in the statement of activities are difference because:	
Depreciation of capital assets is an expense that is not recorded in the fund basis statements	(117,217)
Purchase of fixed assets is recorded as an expenditure in the fund basis financial statements, but increases the fixed assets in the statement of financial position	<u>223,949</u>
Change in net assets - GAAP basis	<u>\$ 299,909</u>

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO SUPPLEMENTARY INFORMATION  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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**1. PURPOSE OF STATEMENTS AND SCHEDULES**

**A. Statements of Revenues, Expenditures and Changes in Fund Balance – Budget (Non-GAAP) and Actual**

This schedule provides the original budget, final budget and any variance between the final budget and the actual revenues and expenditures of the general fund, as reported in the Annual Financial and Budget Report.

**B. Schedule of Average Daily Attendance**

Average daily attendance is a measurement of the number of pupils attending classes of the Charter School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to the Charter School. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

**C. Schedule of Instructional Time**

School Districts may receive incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time offered by the Charter School and whether the Charter School complied with the provisions of Education Code Sections 46200 through 46206. This section does not apply to non-classroom based charter schools.

**D. Schedule of Financial Trends and Analysis**

This schedule discloses the Charter School's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the Charter School's ability to continue as a going concern for a reasonable period of time.

**E. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements**

This schedule provides the information necessary to reconcile the fund balances of all funds, as reported in the Annual Financial and Budget Report to the audited financial statements.

**F. Schedule of Charter Schools**

This schedule provides information for the California Department of Education to monitor financial reporting by Charter Schools.

**PACIFIC CHARTER INSTITUTE  
(A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION)**

**NOTES TO SUPPLEMENTARY INFORMATION  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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**G. Schedule of Expenditures of Federal Awards**

The accompanying schedule of expenditures of federal awards includes federal grant activity of the District and is presented under the modified accrual basis of accounting. The August 2020 Edition of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance) requires a disclosure of the financial activities of all federally funded programs. This schedule was prepared to comply with the Uniform Guidance and state requirements. Therefore, some amounts presented in this schedule may differ from amounts used in the preparation of the general purpose financial statements. The District has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**H. Combing Statement of Financial Position and Combining Statement of Activities**

The accompanying combining financial statements are presented to assist users in evaluating the financial performance of each of Pacific Charter Institute's individual charter schools.

**I. Reconciliations of State Reporting to GAAP Reporting**

The accompanying reconciliations of the fund basis balance sheet and fund basis statement of revenues, expenditures and changes in fund balance to the GAAP reporting is presented to assist users in identifying differences between the GAAP reporting and fund balances as reported in the Annual Financial and Budget Report.

**2. EARLY RETIREMENT INCENTIVE PROGRAM**

Education Code Section 14502 requires certain disclosures in the financial statements of School Districts that adopt Early Retirement Incentive Programs pursuant to Education Code Sections 22714 and 44929. This section does not apply to charter schools.

## **OTHER INDEPENDENT AUDITOR'S REPORTS**



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
WITH STATE LAWS AND REGULATIONS**

Board of Directors  
Pacific Charter Institute  
Sacramento, California

**Report on Compliance for Each State Program**

We have audited the compliance of Pacific Charter Institute with the types of compliance requirements described in the State of California's 2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting (the "Audit Guide") to the state laws and regulations listed below for the year ended June 30, 2020.

**Management's Responsibility**

Compliance with the applicable compliance requirements is the responsibility of Pacific Charter Institute's management.

**Auditor's Responsibility**

Our responsibility is to express an opinion on Pacific Charter Institute's compliance with the applicable compliance requirements based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the State of California's 2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state laws and regulations listed below occurred. An audit includes examining, on a test basis, evidence about Pacific Charter Institute's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Charter School's compliance with those requirements.

**Local Education Agencies Other Than Charter Schools**

<b>Description</b>	<b>Procedures Performed</b>
Attendance	Not applicable
Teacher Certification and Misassignments	Not applicable
Kindergarten Continuance	Not applicable
Independent Study	Not applicable
Continuation Education	Not applicable
Instructional Time for School Districts	Not applicable
Instructional Materials	
General Requirements	Not applicable
Ratio of Administrative Employees to Teachers	Not applicable
Classroom Teacher Salaries	Not applicable
Early Retirement Incentive Program	Not applicable
Gann Limit Calculation	Not applicable
School Accountability Report Card	Not applicable
Juvenile Court Schools	Not applicable
Middle or Early College High Schools	Not applicable
K-3 Grade Span Adjustment	Not applicable
Transportation Maintenance of Effort	Not applicable
Apprenticeship: Related and Supplemental Instruction	Not applicable
Comprehensive School Safety Plan	Not applicable
District of Choice	Not applicable

**School Districts, County Offices of Education and Charter Schools**

<b>Description</b>	<b>Procedures Performed</b>
California Clean Energy Jobs Act	No, see below
After/Before Schools Education and Safety Program	
General requirements	No, see below
After School	No, see below
Before School	No, see below
Proper Expenditure of Education Protection Account Fund	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	No, see below

<b>Charter Schools</b>	
<b>Description</b>	<b>Procedures Performed</b>
Attendance	Yes
Mode of Instruction	No, see below
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes - Classroom Based	No, see below
Charter School Facility Grant Program	No, see below

We did not perform any procedures relating to Local Education Agencies Other Than Charter Schools, because these sections do not apply to Charter Schools.

We did not perform any procedures related to the Charter School Facility Grant Program or California Clean Energy Jobs Act because the Charter School did not have any expenditures under these programs.

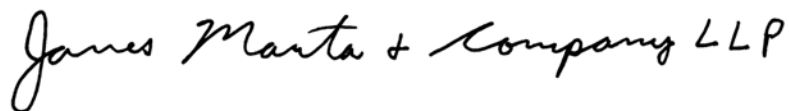
We did not perform any procedures related to the After School Education and Safety Program because the Charter School did not offer this program.

We did not perform any testing of Independent Study-Course Based because it was not material to the audit.

The Charter School does not have any classroom based instruction; therefore, we did not perform any procedures related to Mode of Instruction or Annual Instructional Minutes - Classroom Based.

**Opinion**

In our opinion, Pacific Charter Institute complied, in all material respects, with the state laws and regulations referred to above for the year ended June 30, 2020.



James Marta & Company LLP  
Certified Public Accountants  
Sacramento, California  
October 26, 2020



**James Marta & Company LLP**  
*Certified Public Accountants*

*Accounting, Auditing, Consulting, and Tax*

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND  
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

**INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
Pacific Charter Institute  
Sacramento, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements Pacific Charter Institute, which comprise the statement of financial position as of June 30, 2020 and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated October 26, 2020.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Pacific Charter Institute's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Pacific Charter Institute's internal control. Accordingly, we do not express an opinion on the effectiveness of Pacific Charter Institute's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

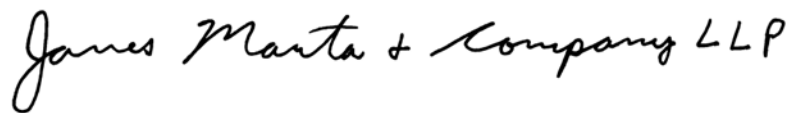
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Pacific Charter Institute’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



James Marta & Company LLP  
Certified Public Accountants  
Sacramento, California  
October 26, 2020

## **SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**PACIFIC CHARTER INSTITUTE**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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**Section I – Summary of Audit Results**

**Financial Statements**

Type of auditor’s report issued: Unmodified

Internal control over financial reporting:  
Material weakness(es) identified? \_\_\_\_\_ Yes      X   No  
Significant deficiency(ies) identified not  
considered to be material weakness(es)? \_\_\_\_\_ Yes      X   None reported

Noncompliance material to financial statements  
noted? \_\_\_\_\_ Yes      X   No

**Federal Awards**

The District expended less than \$750,000 in federal awards in 2019-20 and was not subject to a Single Audit.

**State Awards**

Internal control over state programs:  
Material weakness(es) identified? \_\_\_\_\_ Yes      X   No  
Significant deficiency(ies) identified not  
considered to be material weaknesses? \_\_\_\_\_ Yes      X   None reported

Type of auditor’s report issued on compliance  
for state programs: Unmodified

**PACIFIC CHARTER INSTITUTE**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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**Section II – Financial Statement Findings**

No matters were reported

**Section III – Federal Award Findings and Questioned Costs**

The Charter expended less than \$750,000 in federal awards in the 2019-20 fiscal year and was not subject to a Single Audit.

**Section IV – State Award Findings and Questioned Costs**

No matters were reported

**PACIFIC CHARTER INSTITUTE**  
**PRIOR YEAR FINDINGS AND RECOMMENDATIONS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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<u>Findings and Recommendation</u>	<u>Current Status</u>	<u>Explanation If Not Implemented</u>
<p><b>2019-01 Unduplicated Local Control Funding Formula Pupil Counts (40000)</b></p> <p>One student at Heritage Peak Charter Academy was reported as “FRPM” or “EL” status on the CALPADS 1.18 who should not have been classified as such.</p> <p>Pacific Charter Institute should have processes in place to verify that the total population of EL students are properly classified, and compare to data contained in the CALPADS reports to ensure completeness.</p>	Implemented	



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #7.2 First Interim Report 2020-2021

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### **Background:**

Mr. Larry Pastore, Corporate Accountant, will present and discuss the First Interim Report for PCI.

Public school governing boards are required to certify twice a year regarding their ability to meet their financial obligations for the remainder of the year and for the subsequent two fiscal years. The certification, along with accompanying documents are referred to as the Interim Report.

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### **RECOMMENDED ACTION:**

Board of Directors approve the First Interim Report 2020-2021.

PACIFIC CHARTER INSTITUTE

# First Interim

2020-21

1401 El Camino Avenue

Sacramento, CA 95815

866-992-9033

**Pacific Charter Institute  
First Interim  
2020-21**

**Revenues:**

- LCFF revenues have been based on the FCMAT LCFF calculator.
- Title I revenues have been budgeted for Heritage Peak and Rio Valley.
- Lottery revenue is budgeted at \$199 per ADA.
- Special Education revenues are based on 40% of projected expenditures for Heritage Peak. All other schools are based on approximately \$500 per ADA.
- Proceeds from debt of \$3,500,000 represent a line of credit obtained by Pacific Charter Institute in anticipation of significant apportionment deferrals.

**ADA Projections:**

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Heritage Peak	1,055	1,055	1,055
Rio Valley	821	821	821
Valley View	611	611	611
Sutter Peak	580	580	580

**Expenditures:**

- Step increases are not reflected in the budget.
- Instructional supplies and services are budgeted at two levels depending on services received. \$2,700 or \$400 per student.
- Special Education expenditures are budgeted to exceed revenues received. Required contributions for Heritage Peak - \$756,241, for Rio Valley - \$416,709, for Valley View - \$69,072, and for Sutter Peak - \$45,176.
- District Oversight Fee – 1 percent of LCFF Funding.
- Professional Development Fee – 3 percent of LCFF Funding for Sutter Peak.
- Facility Fee – 2 percent of LCFF Funding for Heritage Peak.
- PCI administrative costs of \$4,030,894 have been allocated to the schools based on projected ADA.
- Certain instructional and special education costs incurred by Heritage Peak have been allocated to the schools. Instructional costs of \$768,220 have been allocated based on ADA. Special education costs of \$1,437,992 have been allocated based on student count.

**Fund Balance:**

Fund balance is projected to be \$12,563,206 at June 30, 2021. Of this amount, \$1,606,438 is reserved for economic uncertainties and \$3,500,000 is reserved for debt service. The unappropriated portion of fund balance at June 30, 2021, is projected to be \$7,456,768.

**Multi-Year Projection:**

The Multi-Year Projection reflects the ADA figures presented above.

LCFF Revenues have been based on the FCMAT LCFF calculator.

Step increases have not been included in the 2021-22 and 2022-23 projections.

STRS and PERS employer contribution rates are budgeted to increase in future years.

**Pacific Charter Institute**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**First Interim**  
**2020-21**

	<u>Heritage Peak</u>		<u>Rio Valley</u>	<u>Valley View</u>	<u>Sutter Peak</u>	<u>Combined</u>	
	<u>Admin.</u>	<u>School Operations</u>					<u>Combined</u>
<b>Revenues:</b>							
LCFF Sources		\$10,110,816	\$10,110,816	\$8,055,602	\$5,365,969	\$5,273,793	\$28,806,180
Federal		496,267	496,267	377,107	115,119	109,279	1,097,772
State		341,647	341,647	270,291	189,773	182,115	983,826
Local		504,161	504,161	430,137	367,916	348,232	1,650,446
Other Financing Sources	\$3,500,000	0	3,500,000	0	0	0	3,500,000
	<u>3,500,000</u>	<u>11,452,891</u>	<u>14,952,891</u>	<u>9,133,137</u>	<u>6,038,777</u>	<u>5,913,419</u>	<u>36,038,224</u>
<b>Expenditures:</b>							
Certificated Salaries	347,036	6,433,187	6,780,222	2,972,941	1,673,976	1,687,747	13,114,886
Classified Salaries	1,390,685	469,593	1,860,278	197,427	178,476	95,855	2,332,036
Employee Benefits	762,174	2,155,425	2,917,599	1,115,091	619,868	487,491	5,140,049
Books & Supplies	85,000	1,390,740	1,475,740	997,491	956,091	1,017,226	4,446,548
Services	1,446,000	1,423,150	2,869,150	1,397,450	1,115,350	986,800	6,368,750
Capital Outlay	0	0	0	0	0	0	0
Other Outgo	0	303,324	303,324	80,556	131,660	210,952	726,492
Debt Service - Principal	0	0	0	0	0	0	0
Debt Service - Interest	0	0	0	0	0	0	0
PCI Cost Allocation:							
Administrative	(4,030,894)	1,387,469	(2,643,425)	1,079,727	803,549	760,149	0
Instructional	0	(768,220)	(768,220)	313,785	233,524	220,911	0
Special Education	0	(1,437,992)	(1,437,992)	791,846	316,738	329,408	0
	<u>(0)</u>	<u>11,356,676</u>	<u>11,356,676</u>	<u>8,946,315</u>	<u>6,029,231</u>	<u>5,796,539</u>	<u>32,128,761</u>
Excess	3,500,000	96,215	3,596,215	186,822	9,546	116,880	3,909,462
Fund Balance, Beginning	0	4,212,539	4,212,539	2,612,465	438,693	1,390,047	8,653,744
Fund Balance, Ending	<u>\$3,500,000</u>	<u>\$4,308,754</u>	<u>\$7,808,754</u>	<u>\$2,799,287</u>	<u>\$448,239</u>	<u>\$1,506,927</u>	<u>\$12,563,206</u>
<b>Components of Ending Fund Balance:</b>							
Designated Amounts:							
Reserve for Economic Uncertainty		\$567,834	\$567,834	\$447,316	\$301,462	\$289,827	\$1,606,438
Restricted		0	0	0	0	0	0
Debt Service	\$3,500,000	0	3,500,000	0	0	0	3,500,000
Unappropriated	0	3,740,920	3,740,920	2,351,971	146,777	1,217,100	7,456,768
	<u>\$3,500,000</u>	<u>\$4,308,754</u>	<u>\$7,808,754</u>	<u>\$2,799,287</u>	<u>\$448,239</u>	<u>\$1,506,927</u>	<u>\$12,563,206</u>

Pacific Charter Institute  
Cashflow Worksheet  
Actuals Through October 31, 2020  
2020-21

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Accruals	Total
Beginning Cash	\$3,000,498	\$3,314,832	\$4,684,283	\$4,637,257	\$4,782,443	\$4,403,063	\$4,616,324	\$4,589,836	\$3,565,686	\$3,377,537	\$1,350,763	\$1,888,917		
<b>Receipts:</b>														
LCFF Sources:														
LCFF	0	874,200	1,065,410	1,314,512	1,916,050	1,916,050	1,916,050	1,353,462	1,353,462	0	0	0	9,395,453	21,104,649
EPA	0	0	553,639	466,373	31,300	553,639	466,373	31,300	553,639	466,373	31,300	553,638	488,071	4,195,645
In-Lieu Property Taxes	0	253,050	(97,165)	558,942	329,647	329,647	329,647	329,646	490,824	245,412	245,412	245,412	245,412	3,505,886
Federal	0	0	115,581	170,262	0	0	0	0	0	0	0	0	811,949	1,087,772
State	523	1,707	86,332	163,246	0	152,484	0	0	152,484	0	0	0	427,051	983,826
Local	500	38,530	18,396	19,482	79,905	79,905	79,905	79,905	79,905	79,905	79,905	79,905	934,298	1,650,446
Other Financing Sources	0	0	0	0	0	0	0	0	0	0	3,000,000	500,000	0	3,500,000
	<u>1,023</u>	<u>1,167,487</u>	<u>1,742,173</u>	<u>2,692,817</u>	<u>2,356,902</u>	<u>3,031,725</u>	<u>2,791,975</u>	<u>1,794,313</u>	<u>2,630,314</u>	<u>791,690</u>	<u>3,356,617</u>	<u>1,378,955</u>	<u>12,302,233</u>	<u>36,038,224</u>
<b>Disbursements:</b>														
Certificated Salaries	1,066,949	1,068,044	1,107,227	1,094,614	1,097,257	1,097,257	1,097,257	1,097,257	1,097,257	1,097,257	1,097,257	1,097,257	0	13,114,886
Classified Salaries	197,232	188,389	195,393	204,501	193,315	193,315	193,315	193,315	193,315	193,315	193,315	193,315	0	2,332,036
Employee Benefits	409,629	397,237	420,388	415,436	437,170	437,170	437,170	437,170	437,170	437,170	437,170	437,170	0	5,140,049
Books, Supplies & Services	681,536	594,706	554,653	913,519	1,008,861	1,008,861	1,008,861	1,008,861	1,008,861	1,008,861	1,008,861	1,008,861	0	10,815,298
Capital Outlay	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Outgo	0	9,442	29,643	32,518	81,861	81,861	81,861	81,861	81,861	81,861	81,861	81,861	0	726,492
Debt Service - Principal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Debt Service - Interest	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<u>2,355,346</u>	<u>2,257,818</u>	<u>2,307,304</u>	<u>2,660,588</u>	<u>2,818,463</u>	<u>2,818,463</u>	<u>2,818,463</u>	<u>2,818,463</u>	<u>2,818,463</u>	<u>2,818,463</u>	<u>2,818,463</u>	<u>2,818,463</u>	<u>0</u>	<u>32,128,761</u>
<b>Prior-Year Transactions:</b>														
Accounts Receivable	3,133,194	2,532,387	569,857	122,638	93,556	0	0	0	0	0	0	234,201	0	6,685,833
Accounts Payable	464,537	72,605	51,752	9,681	11,375	0	0	0	0	0	0	0	422,637	1,032,587
	<u>2,668,657</u>	<u>2,459,782</u>	<u>518,105</u>	<u>112,957</u>	<u>82,181</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>234,201</u>	<u>(422,637)</u>	<u>5,653,246</u>
Net Increase (Decrease)	314,334	1,369,451	(47,026)	145,186	(379,380)	213,262	(26,488)	(1,024,150)	(188,149)	(2,026,773)	538,154	(1,205,307)	11,879,596	
Ending Cash	<u>\$3,314,832</u>	<u>\$4,684,283</u>	<u>\$4,637,257</u>	<u>\$4,782,443</u>	<u>\$4,403,063</u>	<u>\$4,616,324</u>	<u>\$4,589,836</u>	<u>\$3,565,686</u>	<u>\$3,377,537</u>	<u>\$1,350,763</u>	<u>\$1,888,917</u>	<u>\$683,610</u>		
Ending Cash plus Accruals														<u>\$12,563,206</u>

**Pacific Charter Institute**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
<b><u>Revenues:</u></b>			
LCFF Sources	\$28,806,180	\$28,743,970	\$28,743,970
Federal	1,097,772	550,676	550,676
State	983,826	736,755	736,755
Local	1,650,446	1,650,446	1,650,446
Other Financing Sources	3,500,000	3,500,000	3,500,000
	<u>36,038,224</u>	<u>35,181,847</u>	<u>35,181,847</u>
<b><u>Expenditures:</u></b>			
Certificated Salaries	13,114,886	13,114,886	13,114,886
Classified Salaries	2,332,036	2,332,036	2,332,036
Employee Benefits	5,140,049	5,294,251	5,453,078
Books & Supplies	4,446,548	3,677,750	3,638,750
Services	6,368,750	6,356,750	6,317,750
Capital Outlay	0	0	0
Other Outgo	726,492	673,705	673,705
Debt Service - Principal	0	3,500,000	3,500,000
Debt Service - Interest	0	43,750	43,750
	<u>32,128,761</u>	<u>34,993,128</u>	<u>35,073,956</u>
Excess	3,909,462	188,719	107,891
Fund Balance, Beginning	8,653,744	12,563,206	12,751,925
Fund Balance, Ending	<u>\$12,563,206</u>	<u>\$12,751,925</u>	<u>\$12,859,816</u>
<b><u>Components of Ending Fund Balance:</u></b>			
<b>Designated Amounts:</b>			
Reserve for Economic Uncertainty	\$1,606,438	\$1,574,656	\$1,578,698
Restricted	0	0	0
Debt Service	3,500,000	3,500,000	3,500,000
Unappropriated	7,456,768	7,677,269	7,781,118
	<u>\$12,563,206</u>	<u>\$12,751,925</u>	<u>\$12,859,816</u>

**Pacific Charter Institute**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**First Interim**  
**2021-22**

	<u>Heritage Peak</u>		<u>Rio Valley</u>	<u>Valley View</u>	<u>Sutter Peak</u>	<u>Combined</u>	
	<u>Admin.</u>	<u>School Operations</u>					<u>Combined</u>
<b>Revenues:</b>							
LCFF Sources		\$10,104,213	\$10,104,213	\$8,000,050	\$5,366,993	\$5,272,714	\$28,743,970
Federal		245,009	245,009	192,786	40,381	72,500	550,676
State		255,315	255,315	200,571	143,901	136,968	736,755
Local		504,161	504,161	430,137	367,916	348,232	1,650,446
Other Financing Sources	\$3,500,000	0	3,500,000	0	0	0	3,500,000
	<u>3,500,000</u>	<u>11,108,698</u>	<u>14,608,698</u>	<u>8,823,544</u>	<u>5,919,191</u>	<u>5,830,414</u>	<u>35,181,847</u>
<b>Expenditures:</b>							
Certificated Salaries	347,036	6,433,187	6,780,222	2,972,941	1,673,976	1,687,747	13,114,886
Classified Salaries	1,390,685	469,593	1,860,278	197,427	178,476	95,855	2,332,036
Employee Benefits	785,039	2,220,088	3,005,127	1,148,544	638,464	502,116	5,294,251
Books & Supplies	85,000	1,053,150	1,138,150	743,450	860,850	935,300	3,677,750
Services	1,446,000	1,423,150	2,869,150	1,397,450	1,103,350	986,800	6,356,750
Capital Outlay	0	0	0	0	0	0	0
Other Outgo	0	303,126	303,126	80,001	79,670	210,909	673,705
Debt Service - Principal	3,500,000	0	3,500,000	0	0	0	3,500,000
Debt Service - Interest	43,750	0	43,750	0	0	0	43,750
PCI Cost Allocation:							
Administrative	(4,097,509)	1,410,859	(2,686,650)	1,097,929	815,757	772,964	0
Instructional	0	(791,267)	(791,267)	323,199	240,529	227,538	0
Special Education	0	(1,481,132)	(1,481,132)	815,601	326,241	339,290	0
	<u>3,500,000</u>	<u>11,040,754</u>	<u>14,540,754</u>	<u>8,776,543</u>	<u>5,917,313</u>	<u>5,758,519</u>	<u>34,993,128</u>
Excess	0	67,944	67,944	47,001	1,878	71,895	188,719
Fund Balance, Beginning	3,500,000	4,308,754	7,808,754	2,799,287	448,239	1,506,927	12,563,206
Fund Balance, Ending	<u>\$3,500,000</u>	<u>\$4,376,697</u>	<u>\$7,876,697</u>	<u>\$2,846,288</u>	<u>\$450,117</u>	<u>\$1,578,823</u>	<u>\$12,751,925</u>
<b>Components of Ending Fund Balance:</b>							
Designated Amounts:							
Reserve for Economic Uncertainty		\$552,038	\$552,038	\$438,827	\$295,866	\$287,926	\$1,574,656
Restricted		0	0	0	0	0	0
Debt Service	\$3,500,000	0	3,500,000	0	0	0	3,500,000
Unappropriated	0	3,824,660	7,324,660	2,407,461	154,251	1,290,897	7,677,269
	<u>\$3,500,000</u>	<u>\$4,376,697</u>	<u>\$11,376,697</u>	<u>\$2,846,288</u>	<u>\$450,117</u>	<u>\$1,578,823</u>	<u>\$12,751,925</u>

**Pacific Charter Institute**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**First Interim**  
**2022-23**

	<u>Heritage Peak</u>			<u>Rio Valley</u>	<u>Valley View</u>	<u>Sutter Peak</u>	<u>Combined</u>
	<u>Admin.</u>	<u>School Operations</u>	<u>Combined</u>				
<b>Revenues:</b>							
LCFF Sources		\$10,104,213	\$10,104,213	\$8,000,050	\$5,366,993	\$5,272,714	\$28,743,970
Federal		245,009	245,009	192,786	40,381	72,500	550,676
State		255,315	255,315	200,571	143,901	136,968	736,755
Local		504,161	504,161	430,137	367,916	348,232	1,650,446
Other Financing Sources	\$3,500,000	0	3,500,000	0	0	0	3,500,000
	<u>3,500,000</u>	<u>11,108,698</u>	<u>14,608,698</u>	<u>8,823,544</u>	<u>5,919,191</u>	<u>5,830,414</u>	<u>35,181,847</u>
<b>Expenditures:</b>							
Certificated Salaries	347,036	6,433,187	6,780,222	2,972,941	1,673,976	1,687,747	13,114,886
Classified Salaries	1,390,685	469,593	1,860,278	197,427	178,476	95,855	2,332,036
Employee Benefits	808,590	2,286,691	3,095,281	1,183,000	657,618	517,180	5,453,078
Books & Supplies	85,000	1,053,150	1,138,150	723,450	841,850	935,300	3,638,750
Services	1,446,000	1,423,150	2,869,150	1,377,450	1,084,350	986,800	6,317,750
Capital Outlay	0	0	0	0	0	0	0
Other Outgo	0	303,126	303,126	80,001	79,670	210,909	673,705
Debt Service - Principal	3,500,000	0	3,500,000	0	0	0	3,500,000
Debt Service - Interest	43,750	0	43,750	0	0	0	43,750
PCI Cost Allocation:							
Administrative	(4,121,060)	1,414,352	(2,706,708)	1,114,054	817,777	774,877	0
Instructional		(815,005)	(815,005)	332,895	247,745	234,365	0
Special Education		(1,525,566)	(1,525,566)	840,069	336,028	349,469	0
	<u>3,500,000</u>	<u>11,042,678</u>	<u>14,542,678</u>	<u>8,821,287</u>	<u>5,917,490</u>	<u>5,792,501</u>	<u>35,073,956</u>
Excess	0	66,020	66,020	2,257	1,701	37,913	107,891
Fund Balance, Beginning	3,500,000	4,376,697	7,876,697	2,846,288	450,117	1,578,823	12,751,925
Fund Balance, Ending	<u>\$3,500,000</u>	<u>\$4,442,717</u>	<u>\$7,942,717</u>	<u>\$2,848,545</u>	<u>\$451,818</u>	<u>\$1,616,736</u>	<u>\$12,859,816</u>
<b>Components of Ending Fund Balance:</b>							
<b>Designated Amounts:</b>							
Reserve for Economic Uncertainty		\$552,134	\$552,134	\$441,064	\$295,874	\$289,625	\$1,578,698
Restricted		0	0	0	0	0	0
Debt Service	\$3,500,000	0	3,500,000	0	0	0	3,500,000
Unappropriated	0	3,890,583	7,390,583	2,407,480	155,944	1,327,111	7,781,118
	<u>\$3,500,000</u>	<u>\$4,442,717</u>	<u>\$11,442,717</u>	<u>\$2,848,545</u>	<u>\$451,818</u>	<u>\$1,616,736</u>	<u>\$12,859,816</u>

Heritage Peak Charter School  
Statement of Revenues, Expenditures and Changes in Fund Balance  
First Interim  
2020-21

	<u>Adopted Budget</u>	<u>First Interim</u>
<b><u>Revenues:</u></b>		
LCFF Sources	\$9,857,237	\$10,110,816
Federal	261,023	496,267
State	276,531	341,647
Local	504,161	504,161
Other Financing Sources	0	0
	<u>10,898,952</u>	<u>11,452,891</u>
<b><u>Expenditures:</u></b>		
Certificated Salaries	6,369,175	6,433,187
Classified Salaries	469,593	469,593
Employee Benefits	2,143,914	2,155,425
Books & Supplies	1,053,150	1,390,740
Services	1,423,150	1,423,150
Capital Outlay	0	0
Other Outgo	295,717	303,324
Debt Service - Principal	0	0
Debt Service - Interest	0	0
PCI Cost Allocation:		
Administrative	1,358,085	1,387,469
Instructional	(722,605)	(768,220)
Special Education	(1,437,992)	(1,437,992)
	<u>10,952,187</u>	<u>11,356,676</u>
Excess	(53,235)	96,215
Fund Balance, Beginning	4,000,494	4,212,539
Fund Balance, Ending	<u>\$3,947,259</u>	<u>\$4,308,754</u>
<b><u>Components of Ending Fund Balance:</u></b>		
<b>Designated Amounts:</b>		
Reserve for Economic Uncertainty	\$547,609	\$567,834
Restricted	0	0
Unappropriated	3,399,650	3,740,920
	<u>\$3,947,259</u>	<u>\$4,308,754</u>

**Heritage Peak Charter School  
Revenue Detail  
First Interim  
2020-21**

	<u>Object</u>	<u>Resource</u>	
<b><u>LCFF Sources:</u></b>			
LCFF	8011	0000	\$6,231,724
EPA	8012	1400	2,214,555
In-Lieu Property Taxes	8096	0000	1,664,537
<b>Total Revenue Limit</b>			<u>10,110,816</u>
<b><u>Federal:</u></b>			
Title I Part A	8290	3010	245,009
ESSERF	8290	3210	180,929
LLMF	8290	3220	70,329
			<u>496,267</u>
<b><u>State:</u></b>			
Mandate Block Grant	8550	0000	45,370
Lottery	8560	1100	209,945
LLMF	8590	7420	86,332
<b>Total State Revenue</b>			<u>341,647</u>
<b><u>Local:</u></b>			
Special Education	8792	6500	504,161
<b>Total Local Revenue</b>			<u>504,161</u>
<b><u>Other Financing Sources:</u></b>			
			<u>0</u>
			<u>\$11,452,891</u>

**Rio Valley Charter School**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**First Interim**  
**2020-21**

	<u>Adopted Budget</u>	<u>First Interim</u>
<b><u>Revenues:</u></b>		
LCFF Sources	\$7,759,780	\$8,055,602
Federal	177,846	377,107
State	215,811	270,291
Local	411,541	430,137
	<u>8,564,978</u>	<u>9,133,137</u>
<b><u>Expenditures:</u></b>		
Certificated Salaries	2,972,941	2,972,941
Classified Salaries	197,427	197,427
Employee Benefits	1,115,091	1,115,091
Books & Supplies	743,450	997,491
Services	1,397,450	1,397,450
Capital Outlay	0	0
Other Outgo	77,598	80,556
Debt Service - Principal	0	0
Debt Service - Interest	0	0
PCI Cost Allocation:		
Administrative	1,040,106	1,079,727
Instructional	285,906	313,785
Special Education	791,846	791,846
	<u>8,621,815</u>	<u>8,946,315</u>
Excess	(56,837)	186,822
Fund Balance, Beginning	2,882,314	2,612,465
Fund Balance, Ending	<u>\$2,825,477</u>	<u>\$2,799,287</u>
<b><u>Components of Ending Fund Balance:</u></b>		
Revolving Cash		
Designated Amounts:		
Reserve for Economic Uncertainty (5%)	\$431,091	\$447,316
Restricted	0	0
Unappropriated	2,394,386	2,351,971
	<u>\$2,825,477</u>	<u>\$2,799,287</u>

Rio Valley Charter School  
 Revenue Detail  
 First Interim  
 2020-21

	<u>Object</u>	<u>Resource</u>	
<b><u>LCFF Sources:</u></b>			
LCFF	8011	0000	\$4,746,082
EPA	8012	1400	1,743,348
In-Lieu Property Taxes	8096	0000	1,566,172
<b>Total Revenue Limit</b>			<u>8,055,602</u>
<b><u>Federal:</u></b>			
Title I Part A	8290	3010	192,786
ESSERF	8290	3210	127,524
LLMF	8290	3220	56,797
<b>Total Federal Revenue</b>			<u>377,107</u>
<b><u>State:</u></b>			
Mandate Block Grant	8550	0000	37,192
Lottery	8560	1100	163,379
LLMF	8590	7420	69,720
<b>Total State Revenue</b>			<u>270,291</u>
<b><u>Local:</u></b>			
Special Education	8792	6500	430,137
<b>Total Local Revenue</b>			<u>430,137</u>
			<u><u>\$9,133,137</u></u>

**Valley View Charter Prep**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**First Interim**  
**2020-21**

<u>Revenues:</u>	<u>Adopted Budget</u>	<u>First Interim</u>
LCFF Sources	\$5,532,215	\$5,365,969
Federal	85,375	115,119
State	161,541	189,773
Local	370,869	367,916
	<u>6,150,000</u>	<u>6,038,777</u>
 <u>Expenditures:</u>		
Certificated Salaries	1,725,376	1,673,976
Classified Salaries	178,476	178,476
Employee Benefits	628,915	619,868
Books & Supplies	970,050	956,091
Services	1,212,550	1,115,350
Capital Outlay	0	0
Other Outgo	55,322	131,660
Debt Service - Principal	0	0
Debt Service - Interest	0	0
PCI Cost Allocation:		
Administrative	828,929	803,549
Instructional	227,858	233,524
Special Education	316,738	316,738
	<u>6,144,214</u>	<u>6,029,231</u>
 Excess	 5,786	 9,546
Fund Balance, Beginning	639,925	438,693
Fund Balance, Ending	<u>\$645,711</u>	<u>\$448,239</u>
 <u>Components of Ending Fund Balance:</u>		
Revolving Cash		
Designated Amounts:		
Reserve for Economic Uncertainty (5%)	\$307,211	\$301,462
Restricted	0	0
Unappropriated	338,500	146,777
	<u>\$645,711</u>	<u>\$448,239</u>

**Valley View Charter Prep  
Revenue Detail  
First Interim  
2020-21**

<u>LCFF Sources:</u>	<u>Object</u>	<u>Resource</u>	
LCFF	8011	0000	\$5,168,523
EPA	8012	1400	122,144
In-Lieu Property Taxes	8096	0000	75,302
<b>Total Revenue Limit</b>			<u>5,365,969</u>
 <u>Federal:</u>			
Special Education	8181	3310	77,750
LLMF	8290	3220	37,369
<b>Total Federal Revenue</b>			<u>115,119</u>
 <u>State:</u>			
Mandate Block Grant	8550	0000	22,312
Lottery	8560	1100	121,589
LLMF	8590	7420	45,872
<b>Total State Revenue</b>			<u>189,773</u>
 <u>Local:</u>			
Special Education	8792	6500	367,916
<b>Total Local Revenue</b>			<u>367,916</u>
			<u>\$6,038,777</u>

**Sutter Peak Charter Academy**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**First Interim**  
**2020-21**

	<u>Adopted Budget</u>	<u>First Interim</u>
<b><u>Revenues:</u></b>		
LCFF Sources	\$5,245,421	\$5,273,793
Federal	78,250	109,279
State	151,028	182,115
Local	339,918	348,232
	<u>5,814,617</u>	<u>5,913,419</u>
<b><u>Expenditures:</u></b>		
Certificated Salaries	1,647,747	1,687,747
Classified Salaries	95,855	95,855
Employee Benefits	480,451	487,491
Books & Supplies	1,000,100	1,017,226
Services	1,057,350	986,800
Capital Outlay	0	0
Other Outgo	209,817	210,952
Debt Service - Principal	0	0
Debt Service - Interest	0	0
PCI Cost Allocation:		
Administrative	759,751	760,149
Instructional	208,842	220,911
Special Education	329,408	329,408
	<u>5,789,321</u>	<u>5,796,539</u>
Excess	25,296	116,880
Fund Balance, Beginning	1,466,048	1,390,047
Fund Balance, Ending	<u>\$1,491,344</u>	<u>\$1,506,927</u>
<b><u>Components of Ending Fund Balance:</u></b>		
<b>Designated Amounts:</b>		
Reserve for Economic Uncertainty	\$289,466	\$289,827
Restricted	0	0
Unappropriated	1,201,878	1,217,100
	<u>\$1,491,344</u>	<u>\$1,506,927</u>

**Sutter Peak Charter Academy  
Revenue Detail  
First Interim  
2020-21**

	<u>Object</u>	<u>Resource</u>	
<b><u>LCFF Sources:</u></b>			
LCFF	8011	0000	\$4,958,320
EPA	8012	1400	115,598
In-Lieu Property Taxes	8096	0000	199,875
<b>Total Revenue Limit</b>			<u>5,273,793</u>
<b><u>Federal:</u></b>			
Special Education	8181	3310	72,500
LLMF	8290	3220	36,779
			<u>109,279</u>
<b><u>State:</u></b>			
Mandate Block Grant	8550	0000	21,946
Lottery	8560	1100	115,022
LLMF	8590	7420	45,147
<b>Total State Revenue</b>			<u>182,115</u>
<b><u>Local:</u></b>			
Special Education	8792	6500	348,232
<b>Total Local Revenue</b>			<u>348,232</u>
<b><u>Other Financing Sources:</u></b>			
			<u>0</u>
			<u>\$5,913,419</u>



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #7.3 El Dorado Charter SELPA Local Plan and Participation Agreement- Valley View Charter Prep

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### **Background:**

Mr. Tim Ribota, Director of Student Services, will present and discuss the SELPA agreement.

The El Dorado Charter SELPA's revised Local Plan Section B and the revised Charter SELPA Participation Agreement were approved at the October 7, 2020, CEO Council meeting. Each partner of the Charter SELPA is required to adopt the Local Plan and the Participation Agreement for each of their respective LEAs/schools between now, October 2020 and February 2021.

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### **RECOMMENDED ACTION:**

Board of Directors approve the El Dorado Charter SELPA Agreement for VVCP.



## AGREEMENT FOR PARTICIPATION

### EL DORADO CHARTER SELPA

This Agreement for Participation (“Agreement”) is entered into by and between the El Dorado Charter SELPA (“SELPA”), the El Dorado County Office of Education (“EDCOE”), and \_\_\_\_\_ (“LEA”), a California public charter school, collectively referred to as the “Parties.”

#### **RECITALS**

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education;

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f);

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies;

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation (“Agreement”);

WHEREAS, EDCOE is designated in the local plan as the “responsible local agency” for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan;

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs.



NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

## **1. SHARED COMMITMENTS**

- 1.1. Resource Allocation. Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. The LEA shall not engage in any activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.
- 1.3. Compliance. All parties to this agreement shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Each party will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. Continual Improvement. Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. Accuracy of Business Records. Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. Accuracy of Student Records. Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request.
- 1.7. Documentation. Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program or service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.



## 2. **LEA/ORGANIZATIONAL PARTNER RESPONSIBILITIES**

- 2.1 **Programs and Services.** The LEA is solely and exclusively responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:
- 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
  - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
  - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
  - 2.1.4. Develop and implement program objectives and the evaluation of the program's effectiveness.
  - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations, and the provisions of the Local Plan.
  - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
  - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to ensure their effectiveness and applicability, and ensure the continued implementation and compliance with eligibility criteria.
  - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
  - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
  - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. **Fiscal Responsibilities.** Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan. Organizational Partners affirm that any financial claim made by the SELPA against an LEA that is part of the Organizational Partner's network of LEAs will be honored by the Organization Partner.
- 2.3. **Restricted Funds.** As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement



and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. Unless altered by law, all funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.

- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies, including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other



members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

### **3. SELPA DUTIES AND RESPONSIBILITIES**

- 3.1 Services. In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:
- 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
  - 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
  - 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.
  - 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
  - 3.1.5. Coordinate state Special Education Accountability Processes.
  - 3.1.6. Provide alternative dispute resolution supports and services.
  - 3.1.7. Develop interagency referral and placement procedures.
  - 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
  - 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
  - 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
    1. Evidenced Based Practices;
    2. Program Development and Improvement;



3. Individual cases;
4. State complaints;
5. Requests for due process mediation and hearing; and
6. Appropriate programs and services for specific pupils.

3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

- 3.2. Governance. Organize and maintain the governance structure of the Local Plan, including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.
- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

#### **4. EDCOE DUTIES AND RESPONSIBILITIES**

- 4.1. The Parties understand that EDCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

#### **5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA**

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:
  - 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
  - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and



standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:

- 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination, and
  - 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.
- 5.3. Specifically the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:
- 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
  - 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the Membership Appeals Committee.

## **6. DISPUTE RESOLUTION**

Should a dispute arise relating to the responsibility for service provision, governance activities, the distribution of funding, if a party believes that an action taken by the CEO Council will create an undue hardship, or that the action taken exceeds the authority granted to the CEO Council within the Local Plan and/or state or federal statute, the aggrieved party may request a review of the action with the appropriate governing body or CDE as appropriate.

## **7. MUTUAL REPRESENTATIONS**

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.



**8. RESERVATION OF RIGHTS**

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

**This agreement is entered into for the 2021-22 year and, absent a new agreement or termination, continues each year thereafter.**

Executed on this 10 day of December, 2020.

In accordance with SELPA policy, Valley View Charter Prep,

[INSERT Charter LEA Name]

**certifies that this agreement has been approved by the appropriate local board(s).**

**LEA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of CEO of Charter LEA

\_\_\_\_\_  
[PRINT CEO Name, Title]

**EL DORADO COUNTY OFFICE OF EDUCATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ed Manansala, Ed.D., Superintendent  
El Dorado County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
David M. Toston, Associate Superintendent  
SELPA Programs  
El Dorado County Office of Education



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #7.4 El Dorado Charter SELPA Local Plan and Participation Agreement- Sutter Peak Charter Academy

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### **Background:**

Mr. Tim Ribota, Director of Student Services, will present and discuss the SELPA agreement.

The El Dorado Charter SELPA's revised Local Plan Section B and the revised Charter SELPA Participation Agreement were approved at the October 7, 2020, CEO Council meeting. Each partner of the Charter SELPA is required to adopt the Local Plan and the Participation Agreement for each of their respective LEAs/schools between now, October 2020 and February 2021.

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### **RECOMMENDED ACTION:**

Board of Directors approve the El Dorado Charter SELPA Agreement for SPCA.



## AGREEMENT FOR PARTICIPATION

### EL DORADO CHARTER SELPA

This Agreement for Participation (“Agreement”) is entered into by and between the El Dorado Charter SELPA (“SELPA”), the El Dorado County Office of Education (“EDCOE”), and \_\_\_\_\_ (“LEA”), a California public charter school, collectively referred to as the “Parties.”

#### **RECITALS**

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education;

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f);

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies;

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation (“Agreement”);

WHEREAS, EDCOE is designated in the local plan as the “responsible local agency” for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan;

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs.



NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

## **1. SHARED COMMITMENTS**

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- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program or service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.



## 2. **LEA/ORGANIZATIONAL PARTNER RESPONSIBILITIES**

- 2.1 **Programs and Services.** The LEA is solely and exclusively responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:
- 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
  - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
  - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
  - 2.1.4. Develop and implement program objectives and the evaluation of the program's effectiveness.
  - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations, and the provisions of the Local Plan.
  - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
  - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to ensure their effectiveness and applicability, and ensure the continued implementation and compliance with eligibility criteria.
  - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
  - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
  - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. **Fiscal Responsibilities.** Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan. Organizational Partners affirm that any financial claim made by the SELPA against an LEA that is part of the Organizational Partner's network of LEAs will be honored by the Organization Partner.
- 2.3. **Restricted Funds.** As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement



and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. Unless altered by law, all funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.

- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies, including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other



members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

### **3. SELPA DUTIES AND RESPONSIBILITIES**

3.1 Services. In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:

- 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
- 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
- 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.
- 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
- 3.1.5. Coordinate state Special Education Accountability Processes.
- 3.1.6. Provide alternative dispute resolution supports and services.
- 3.1.7. Develop interagency referral and placement procedures.
- 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
- 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
- 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
  1. Evidenced Based Practices;
  2. Program Development and Improvement;



3. Individual cases;
4. State complaints;
5. Requests for due process mediation and hearing; and
6. Appropriate programs and services for specific pupils.

3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

- 3.2. Governance. Organize and maintain the governance structure of the Local Plan, including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.
- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

#### **4. EDCOE DUTIES AND RESPONSIBILITIES**

- 4.1. The Parties understand that EDCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

#### **5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA**

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:
  - 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
  - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and



standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:

- 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination, and
  - 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.
- 5.3. Specifically the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:
- 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
  - 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the Membership Appeals Committee.

## **6. DISPUTE RESOLUTION**

Should a dispute arise relating to the responsibility for service provision, governance activities, the distribution of funding, if a party believes that an action taken by the CEO Council will create an undue hardship, or that the action taken exceeds the authority granted to the CEO Council within the Local Plan and/or state or federal statute, the aggrieved party may request a review of the action with the appropriate governing body or CDE as appropriate.

## **7. MUTUAL REPRESENTATIONS**

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.



**8. RESERVATION OF RIGHTS**

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

**This agreement is entered into for the 2021-22 year and, absent a new agreement or termination, continues each year thereafter.**

Executed on this 10 day of December, 2020.

In accordance with SELPA policy, Sutter Peak Charter Academy,

[INSERT Charter LEA Name]

**certifies that this agreement has been approved by the appropriate local board(s).**

**LEA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of CEO of Charter LEA

\_\_\_\_\_  
[PRINT CEO Name, Title]

**EL DORADO COUNTY OFFICE OF EDUCATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ed Manansala, Ed.D., Superintendent  
El Dorado County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
David M. Toston, Associate Superintendent  
SELPA Programs  
El Dorado County Office of Education



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #7.5 LCFF Budget Overview for Parents

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### **Background:**

Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep, Sutter Peak Charter Academy – PCI School Directors and Mr. Larry Pastore, Corporate Accountant will present and discuss the Budget Overview for Parents.

Local governing boards are required to adopt and submit the Budget Overview for Parents on or before December 15, 2020 in conjunction with the LEA's first interim budget report.

Pages 208-210- HPCS

Pages 211-213- RVCS

Pages 214-216- SPCA

Pages 217- 220- VVCP

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### **RECOMMENDED ACTION:**

Board of Directors adopt the LCFF Budget Overview for Parents.

# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Heritage Peak Charter School

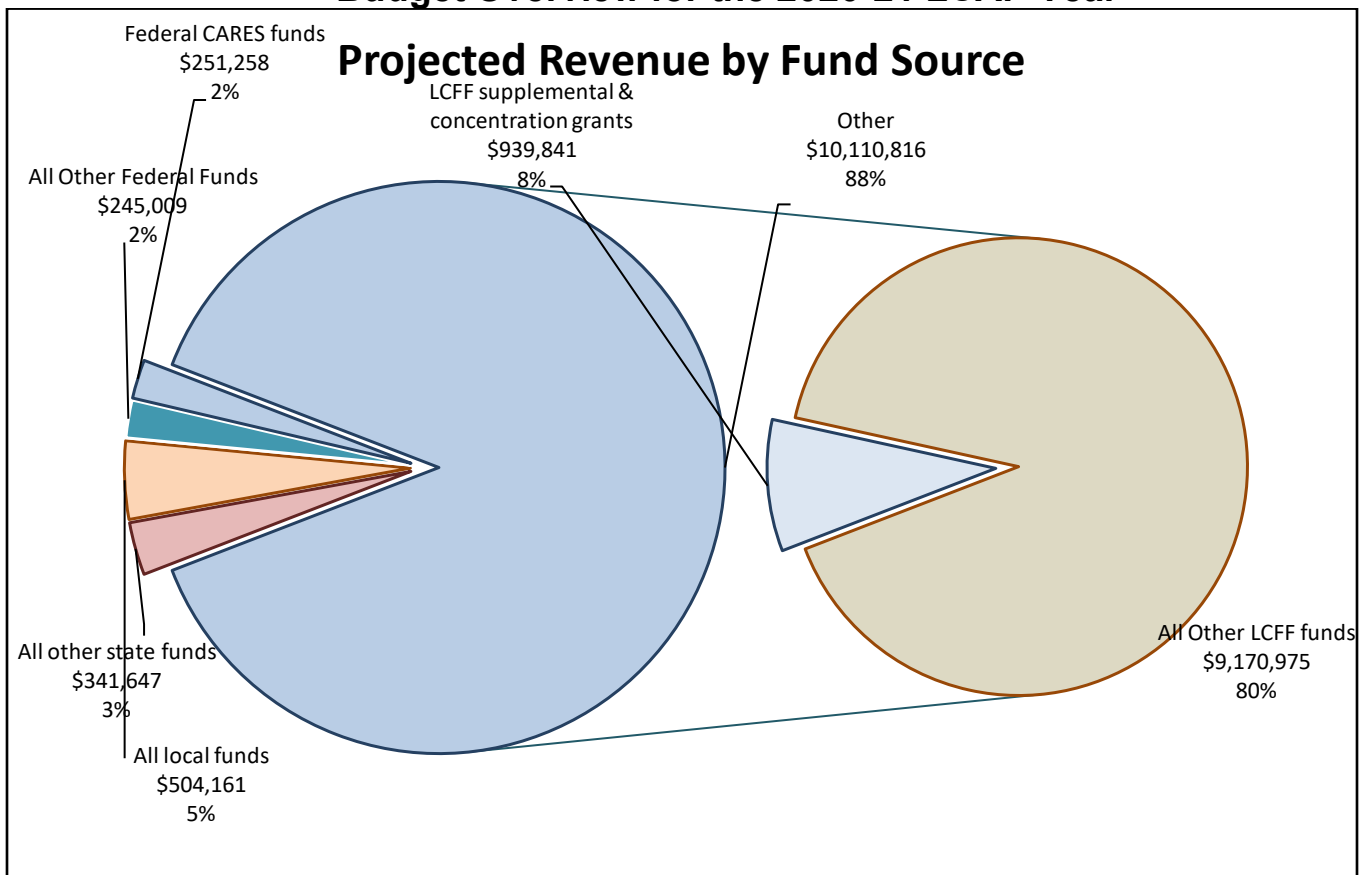
CDS Code: 34765050108415

School Year: 2020-2021

LEA contact information: Scott Stack, Director

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2020-21 LCAP Year

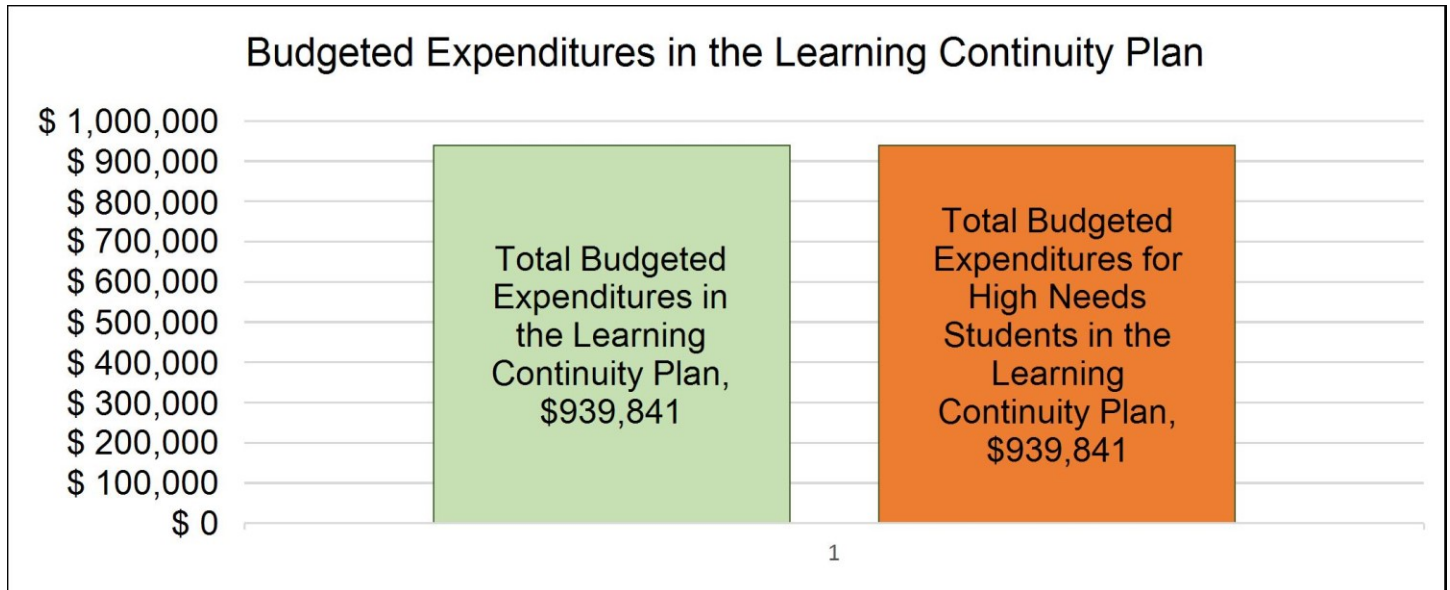


This chart shows the total general purpose revenue Heritage Peak Charter School expects to receive in the coming year from all sources.

The total revenue projected for Heritage Peak Charter School is \$11,452,891, of which \$10,110,816 is Local Control Funding Formula (LCFF), \$341,647 is other state funds, \$504,161 is local funds, and \$496,267 is federal funds. Of the \$496,267 in federal funds, \$251,258 are federal CARES Act funds. Of the \$10,110,816 in LCFF Funds, \$939,841 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Heritage Peak Charter School plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Heritage Peak Charter School plans to spend \$11,356,676 for the 2020-21 school year. Of that amount, \$939,841 is tied to actions/services in the Learning Continuity Plan and \$10,416,835 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

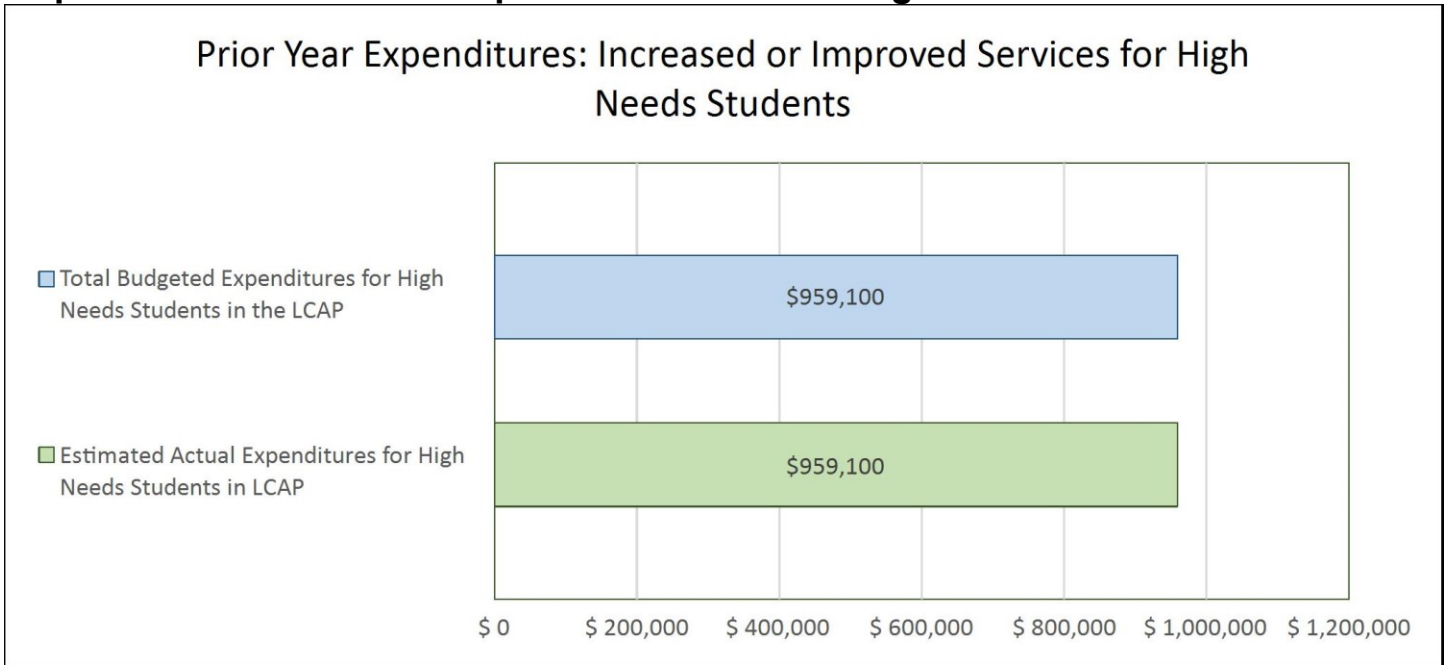
The Learning Continuity Plan addressed select salaries and online learning programs that met the needs of the three stakeholder driven goals. General Fund Budget Expenditures not included in the LCP were allocated to salaries, curriculum, and facilities.

## Increased or Improved Services for High Needs Students in in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-21, Heritage Peak Charter School is projecting it will receive \$939,841 based on the enrollment of foster youth, English learner, and low-income students. Heritage Peak Charter School must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Heritage Peak Charter School plans to spend \$939,841 towards meeting this requirement, as described in the Learning Continuity Plan.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2019-20



This chart compares what Heritage Peak Charter School budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Heritage Peak Charter School actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-20, Heritage Peak Charter School's LCAP budgeted \$959,100 for planned actions to increase or improve services for high needs students. Heritage Peak Charter School actually spent \$959,100 for actions to increase or improve services for high needs students in 2019-20.

# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Lodi Unified School District

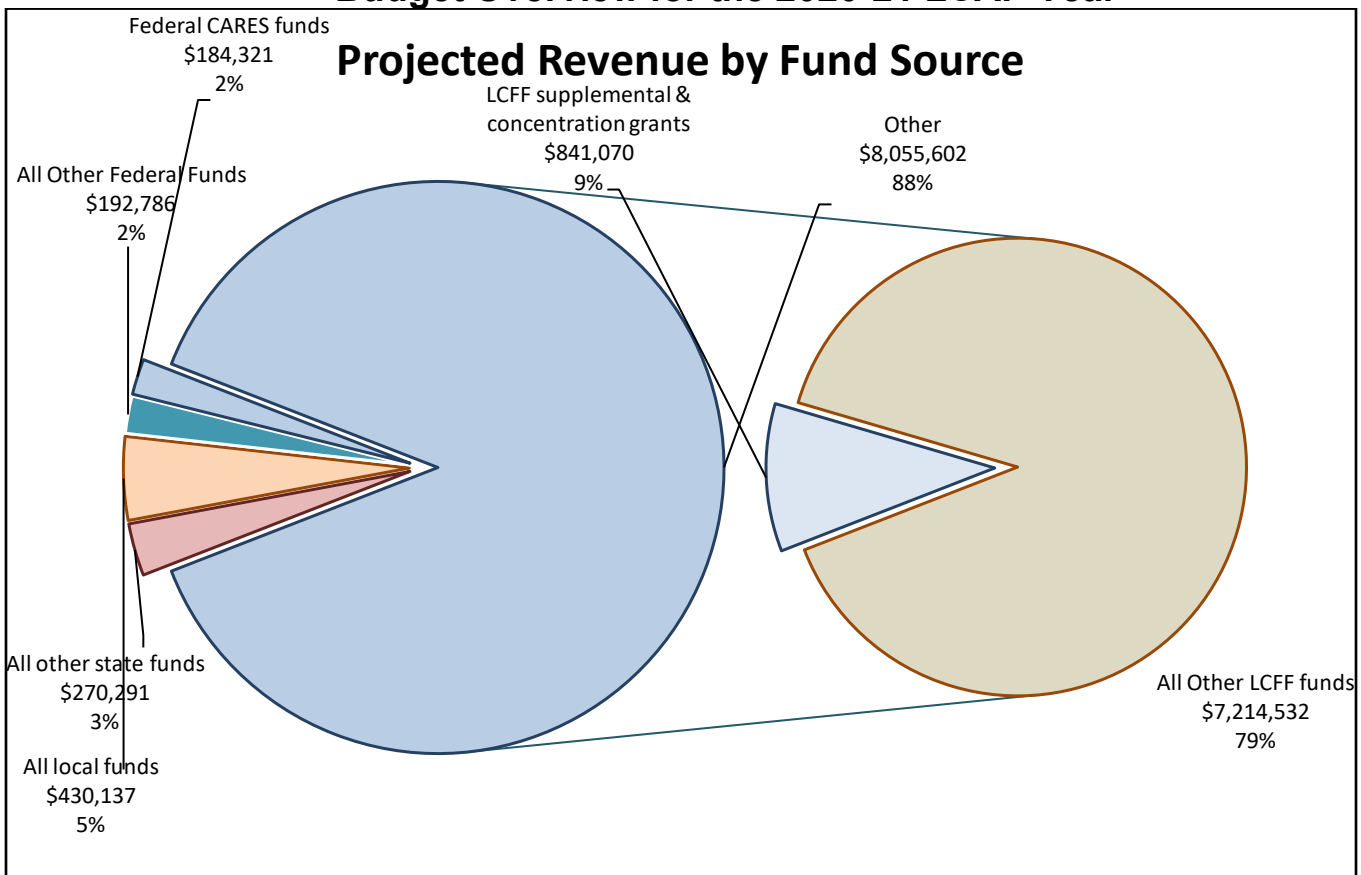
CDS Code: 39685850122580

School Year: 2020-2021

LEA contact information: Leslie Leedy, Director

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2020-21 LCAP Year

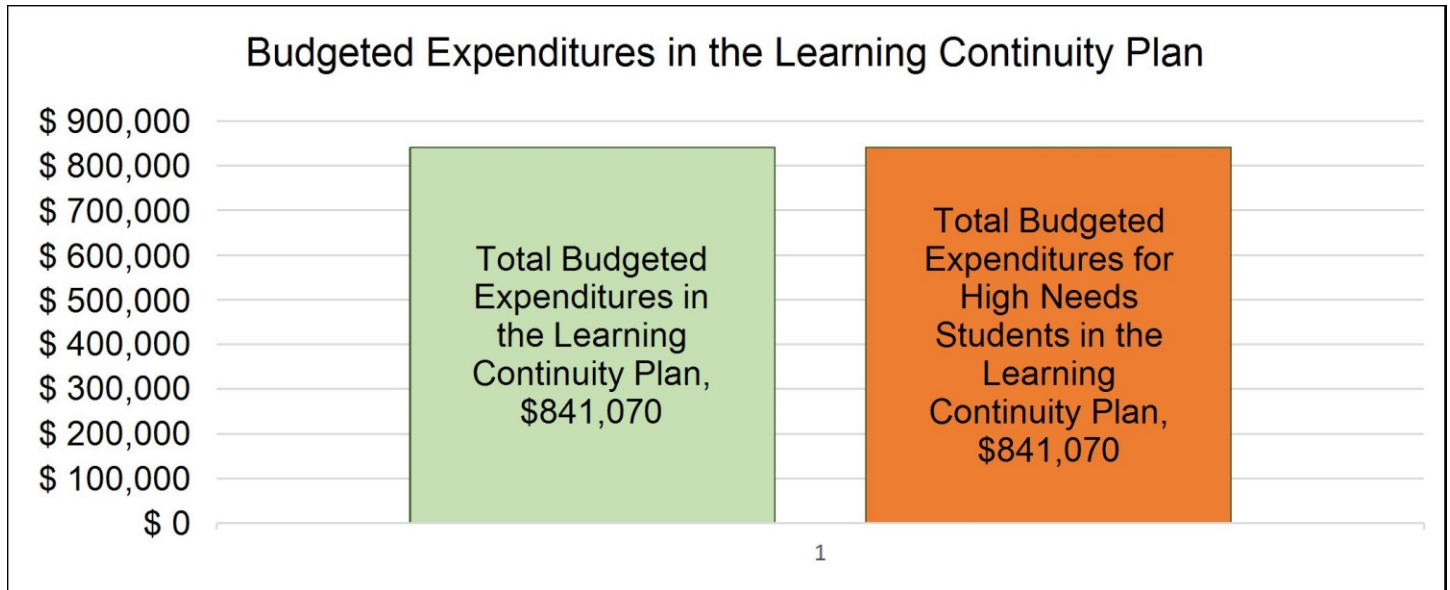


This chart shows the total general purpose revenue Lodi Unified School District expects to receive in the coming year from all sources.

The total revenue projected for Lodi Unified School District is \$9,133,137, of which \$8,055,602 is Local Control Funding Formula (LCFF), \$270,291 is other state funds, \$430,137 is local funds, and \$377,107 is federal funds. Of the \$377,107 in federal funds, \$184,321 are federal CARES Act funds. Of the \$8,055,602 in LCFF Funds, \$841,070 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Lodi Unified School District plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Lodi Unified School District plans to spend \$8,946,315 for the 2020-21 school year. Of that amount, \$841,070 is tied to actions/services in the Learning Continuity Plan and \$8,105,245 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

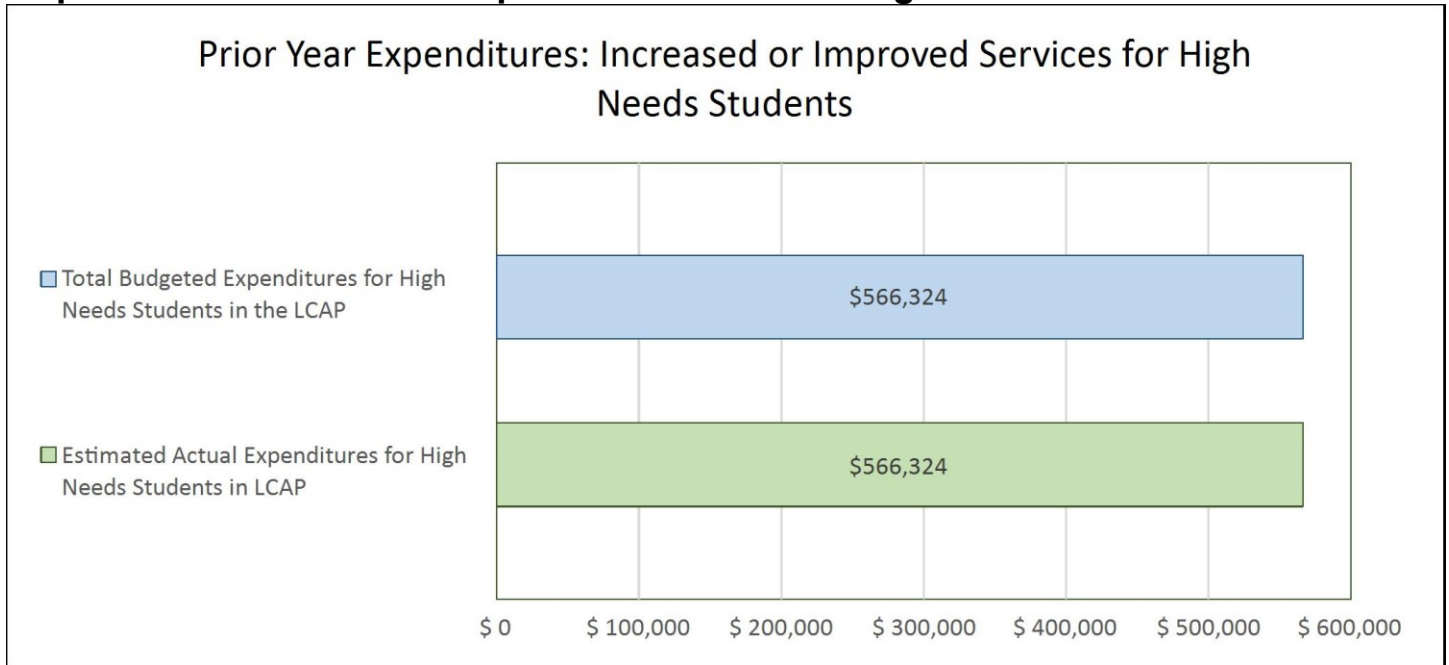
The Learning Continuity Plan addressed select salaries and online learning programs that met the needs of the three stakeholder driven goals. General Fund Budget Expenditures not included in the LCP were allocated to salaries, curriculum and facilities.

## Increased or Improved Services for High Needs Students in in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-21, Lodi Unified School District is projecting it will receive \$841,070 based on the enrollment of foster youth, English learner, and low-income students. Lodi Unified School District must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Lodi Unified School District plans to spend \$841,070 towards meeting this requirement, as described in the Learning Continuity Plan.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2019-20



This chart compares what Lodi Unified School District budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Lodi Unified School District actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-20, Lodi Unified School District's LCAP budgeted \$566,324 for planned actions to increase or improve services for high needs students. Lodi Unified School District actually spent \$566,324 for actions to increase or improve services for high needs students in 2019-20.

# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Sutter Peak Charter Academy

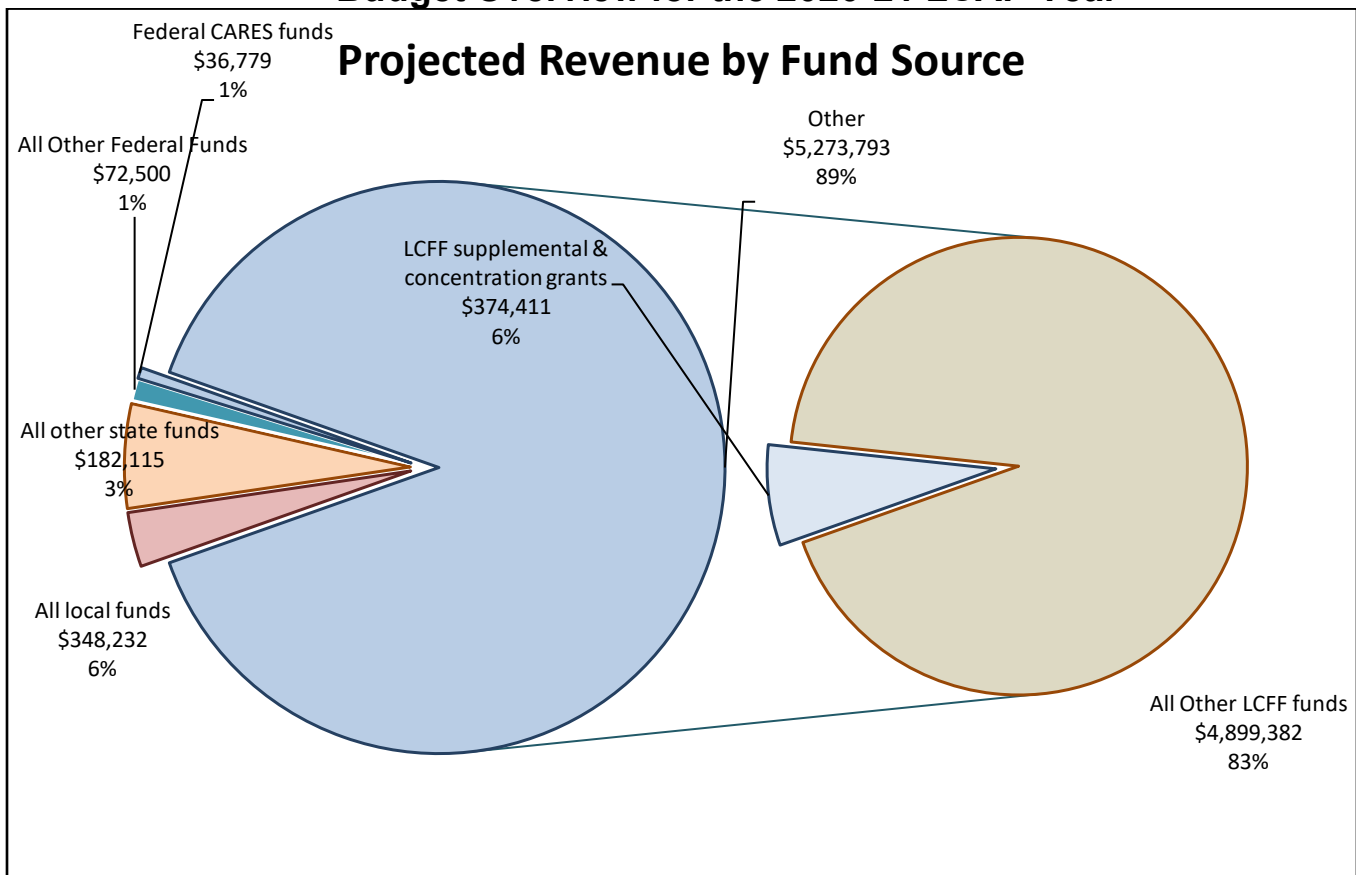
CDS Code: 51-71423

School Year: 2020-2021

LEA contact information: Heather Marshall, Director

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2020-21 LCAP Year

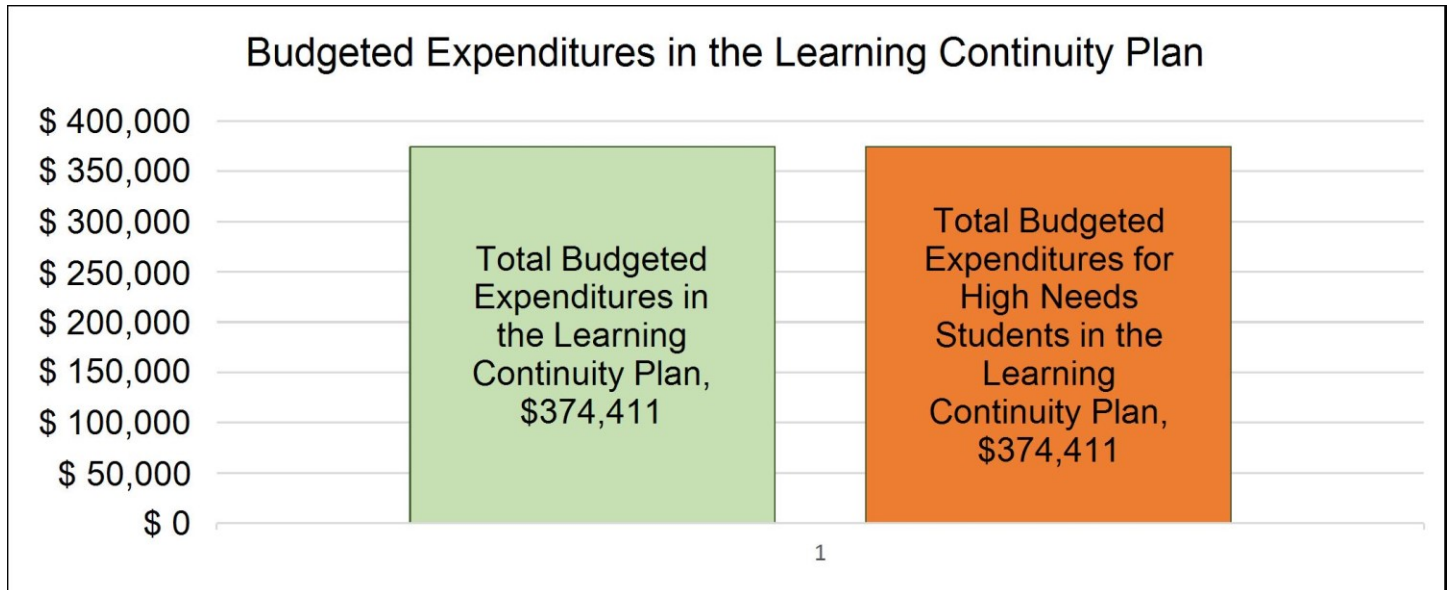


This chart shows the total general purpose revenue Sutter Peak Charter Academy expects to receive in the coming year from all sources.

The total revenue projected for Sutter Peak Charter Academy is \$5,913,419, of which \$5,273,793 is Local Control Funding Formula (LCFF), \$182,115 is other state funds, \$348,232 is local funds, and \$109,279 is federal funds. Of the \$109,279 in federal funds, \$36,779 are federal CARES Act funds. Of the \$5,273,793 in LCFF Funds, \$374,411 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Sutter Peak Charter Academy plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Sutter Peak Charter Academy plans to spend \$5,796,539 for the 2020-21 school year. Of that amount, \$374,411 is tied to actions/services in the Learning Continuity Plan and \$5,422,128 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

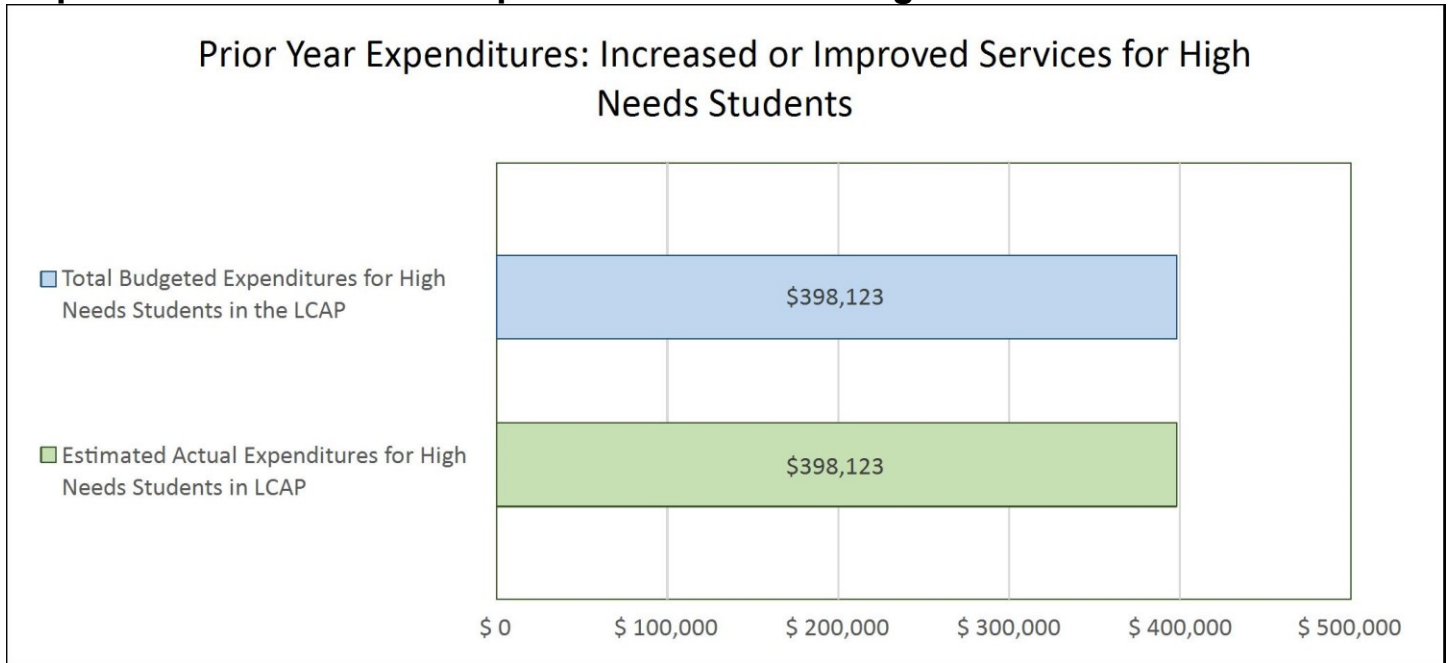
The Learning Continuity Plan addressed select salaries and online learning programs that met the needs of the three stakeholder driven goals. General Fund Budget Expenditures not included in the LCP were allocated to salaries, and curriculum.

## Increased or Improved Services for High Needs Students in in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-21, Sutter Peak Charter Academy is projecting it will receive \$374,411 based on the enrollment of foster youth, English learner, and low-income students. Sutter Peak Charter Academy must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Sutter Peak Charter Academy plans to spend \$374,411 towards meeting this requirement, as described in the Learning Continuity Plan.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2019-20



This chart compares what Sutter Peak Charter Academy budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Sutter Peak Charter Academy actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-20, Sutter Peak Charter Academy's LCAP budgeted \$398,123 for planned actions to increase or improve services for high needs students. Sutter Peak Charter Academy actually spent \$398,123 for actions to increase or improve services for high needs students in 2019-20.

# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Valley View Charter Prep

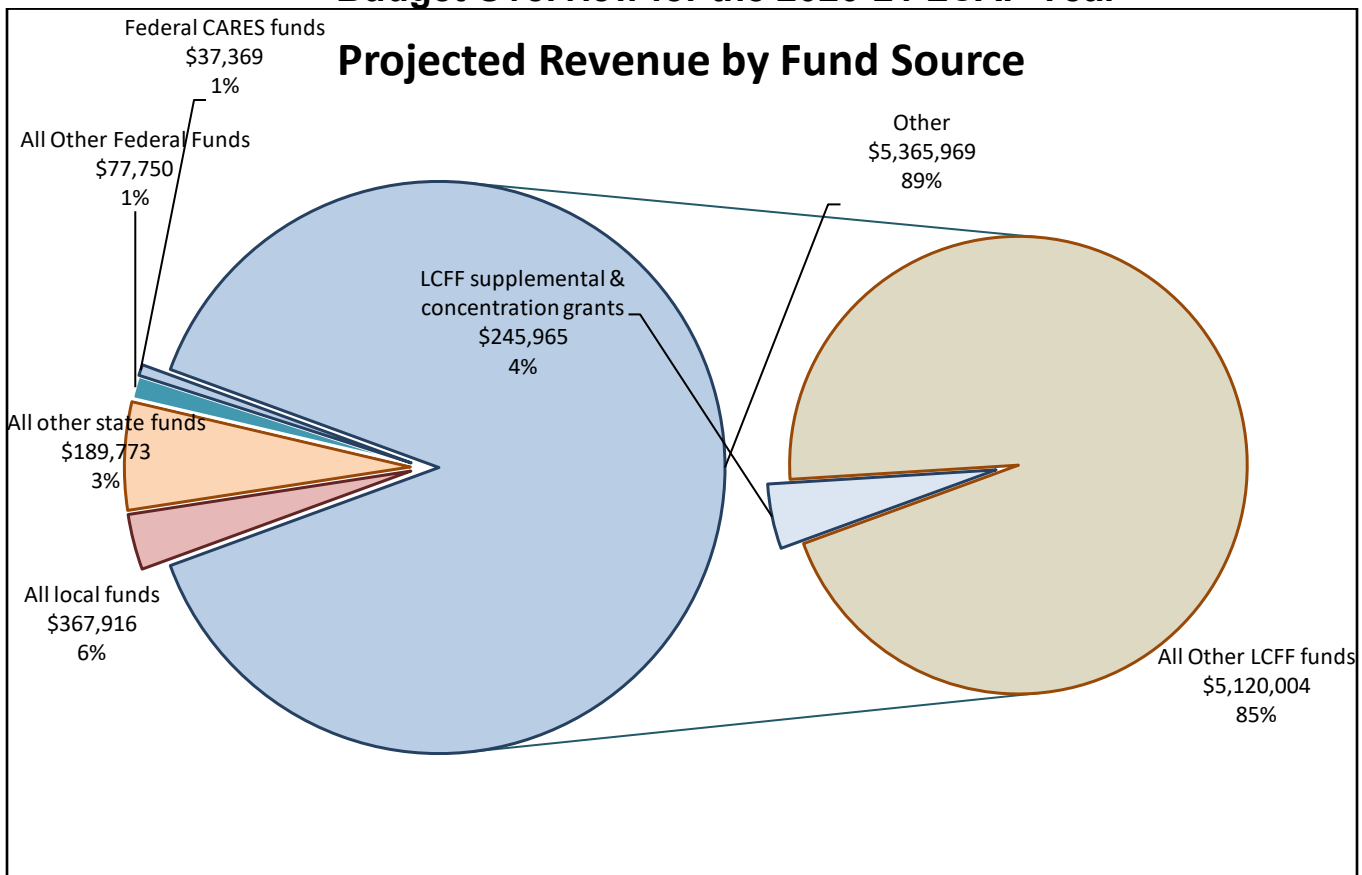
CDS Code: 39686270129916

School Year: 2020-2021

LEA contact information: John Mittan, Director for Valley View Charter Prep

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2020-21 LCAP Year

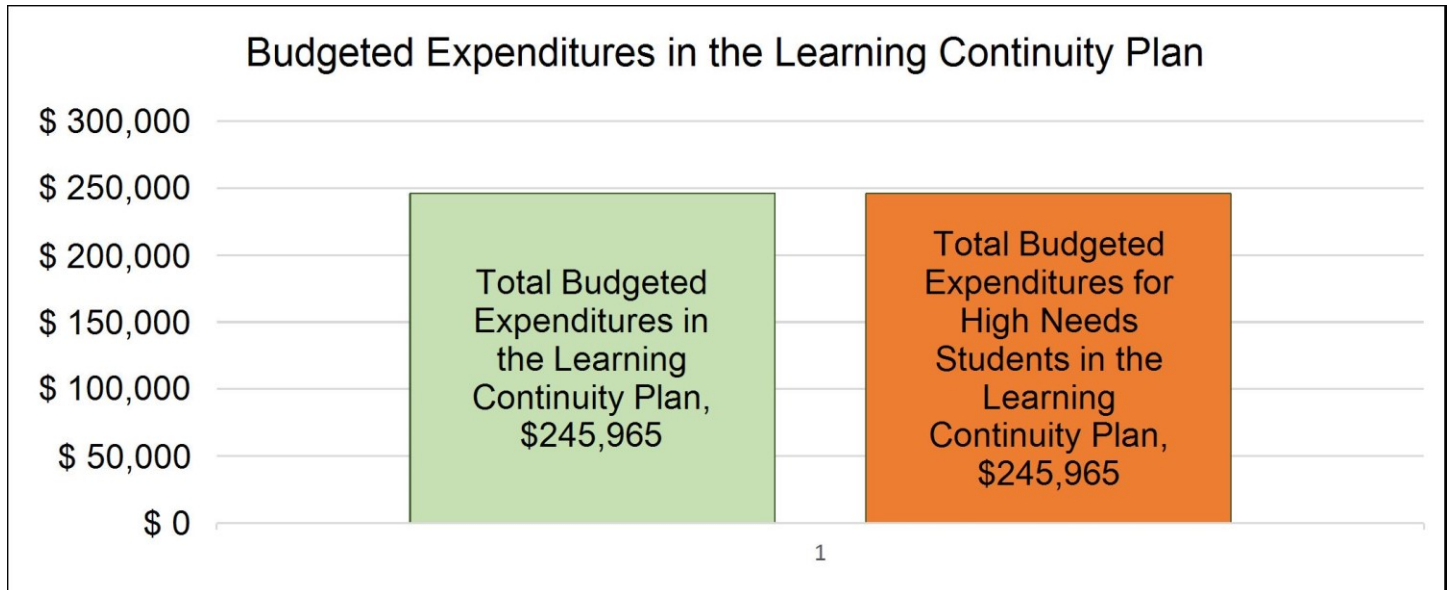


This chart shows the total general purpose revenue Valley View Charter Prep expects to receive in the coming year from all sources.

The total revenue projected for Valley View Charter Prep is \$6,038,777, of which \$5,365,969 is Local Control Funding Formula (LCFF), \$189,773 is other state funds, \$367,916 is local funds, and \$115,119 is federal funds. Of the \$115,119 in federal funds, \$37,369 are federal CARES Act funds. Of the \$5,365,969 in LCFF Funds, \$245,965 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Valley View Charter Prep plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Valley View Charter Prep plans to spend \$6029231 for the 2020-21 school year. Of that amount, \$245965 is tied to actions/services in the Learning Continuity Plan and \$5,783,266 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

Valley View Charter Prep engaged its stakeholders effectively through surveys, meetings and workshops that consisted of students, parents, and faculty. Our 3 goals are congruent with stakeholder input and collected data. We currently have less unduplicated count students as a portion of total enrollment. Therefore, goals at this time are conditioned to support all students. Within our goals we have accounted for intervention support both academically and socio-economically to ensure students opportunity for success.

It is Valley View's goal to improve the service and close the gap on proficiency for specific subgroups and the student body as a whole.

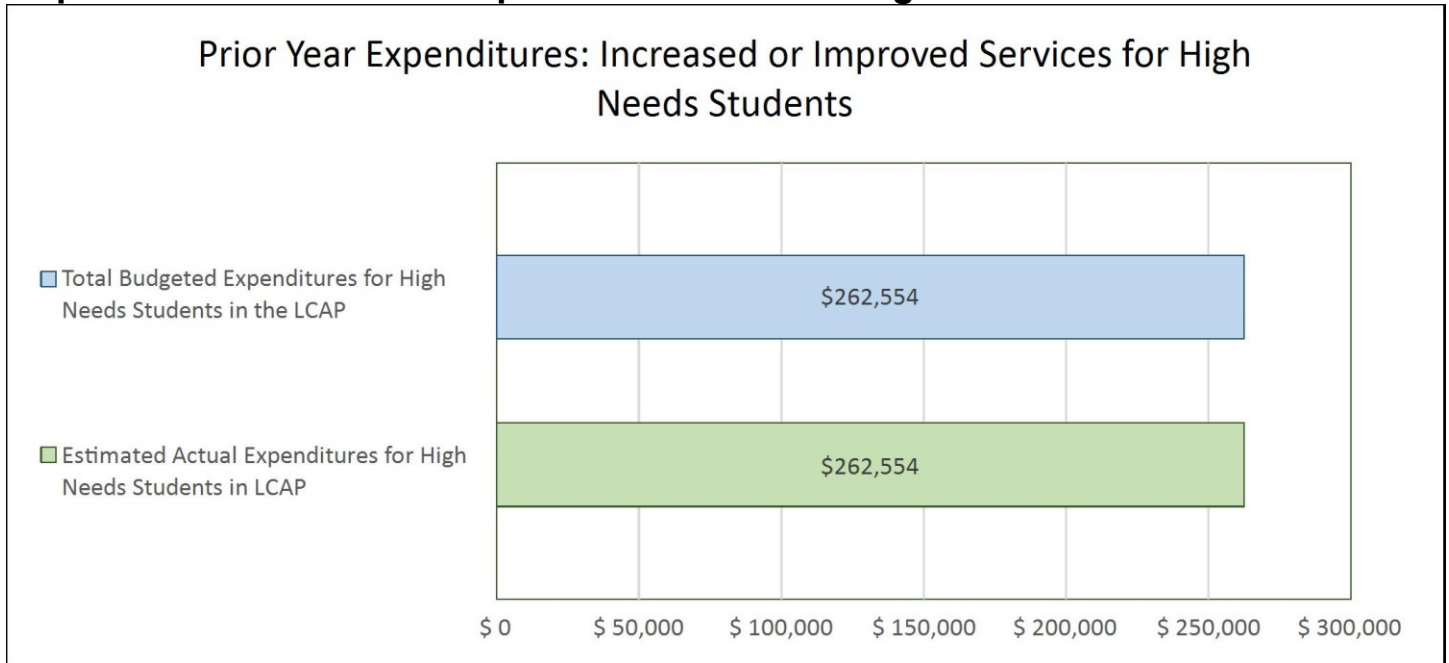
## Increased or Improved Services for High Needs Students in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-21, Valley View Charter Prep is projecting it will receive \$245965 based on the enrollment of foster youth, English learner, and low-income students. Valley View Charter Prep must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Valley

View Charter Prep plans to spend \$245965 towards meeting this requirement, as described in the Learning Continuity Plan.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2019-20



This chart compares what Valley View Charter Prep budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Valley View Charter Prep actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-20, Valley View Charter Prep's LCAP budgeted \$262554 for planned actions to increase or improve services for high needs students. Valley View Charter Prep actually spent \$262554 for actions to increase or improve services for high needs students in 2019-20.



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #7.6 New PCI Board of Directors Appointment

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### **Background:**

With the resignation of PCI Board Member, Gary Borden, the PCI Board will nominate and vote in a new board member in accordance to PCI bylaws.

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### **RECOMMENDED ACTION:**

Board of Directors approve a new PCI board member.

**JOHN P. BRENNAN, CPA (inactive)**

**EXPERIENCE**

**Brennan Properties, Inc.**  
Sacramento, CA

March, 1997 to present

**President**

Brennan Properties, Inc. is a privately held commercial real estate services company based in Sacramento, California. The principal business activities include real estate management, development, investment, and consulting related to commercial properties located on the West Coast.

Mr. Brennan is responsible for all operations of Brennan Properties including overseeing the property/asset management and accounting staff, communicating with and providing strategic direction to property owners, and coordinating with brokers and lenders.

**DELOITTE**  
Sacramento, CA

1991-1997

**CPA/Audit Manager**

Mr. Brennan managed audit engagements primarily in the financial institution, publishing, and manufacturing industry sectors. His responsibilities included being the primary contact with clients and coordinating/overseeing the audit engagements. Mr. Brennan engaged in marketing activities to grow the practice and responsible for recruiting for the Sacramento audit practice for two years and served on the Human Resources Committee.

**PROFESSIONAL AFFILIATIONS**

- American Institute of CPAs – Licensed CPA (inactive)
- California Department of Real Estate – Licensed Real Estate Broker #01737805
- Lambda Alpha International (Land Economics Society)
- Cal Aggie Alumni Association – Finance Committee
- St. James Church, Davis, CA – Chair of Finance Council & Project Committee

**EDUCATION**

- Bachelor of Science in Managerial Economics - University of California, Davis (1988)
- Post-baccalaureate Studies in Accounting - California State University, Sacramento (1990-1991)



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #8.1 PCI Organizational Update

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### **Background:**

Dr. Paul Keefer, Executive Director, will present and discuss the PCI Organizational Update.

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### **RECOMMENDED ACTION:**

No Action is necessary.



# Pacific Charter Institute

Heritage Peak Charter School • Rio Valley Charter School • Valley View Charter Prep • Sutter Peak Charter Academy

## *BOARD OF DIRECTORS MEETING*

**DATE:** December 10, 2020

**AGENDA ITEM:** #8.2 Academic Update

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**Background:**

Academic Update - Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep, Sutter Peak Charter Academy – PCI School Directors and Tim Ribota, Director of Student Services will present an Academic Update for each school.

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**RECOMMENDED ACTION:**

No Action is necessary.