

**FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT**  
1965 Birkmont Dr., Rancho Cordova, California 95742  
Board Meeting  
November 18, 2021

**STAFF REPORT**  
New Pacific School - Rancho Cordova Petition

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**I. BACKGROUND**

New Pacific School - Rancho Cordova (New Pacific School) submitted a petition to the Folsom Cordova Unified School District (District or FCUSD) to establish a charter school. The petition was formally received by the Folsom Cordova Unified School District on September 3, 2021. Pursuant to Education Code section 47605, subdivision (b), on October 7, 2021, within 60 days of receiving the petition, the Folsom Cordova Unified School District Board (Board) held a public hearing on the provisions of the charter, at which time the Board “consider[ed] the level of support for the petition by teachers employed by the district, other employees of the district, and parents.” Education Code section 47605, subdivision (b) requires the Board to “either grant or deny the charter within 90 days of the receipt of the petition.” The Board will consider whether to grant or deny the petition during its November 18, 2021, meeting.

If the District grants the petition, New Pacific School becomes a legal entity. Under Education Code section 47605, subdivision (j)(1), if the District denies the petition, New Pacific School may appeal the denial to the Sacramento County Board of Education (SCBE). If the SCBE grants the petition, the SCBE becomes the authorizing agency over New Pacific School. If the SCBE denies the petition, then New Pacific School may appeal to the State Board of Education (SBE). (Ed. Code, § 47605, subd. (j)(1))

**II. STANDARD FOR REVIEW OF CHARTER PETITION**

Education Code section 47605, subdivision (c), sets forth the following guidelines for governing boards to consider in reviewing charter petitions:

- The chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.
- A school district governing board shall grant a charter for the operation of a school if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposed to locate.
- The governing board of the school district shall consider the academic needs of the pupils the school proposes to serve.

- The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:
- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
  - (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
  - (3) The petition does not contain the number of signatures required by statute.
  - (4) The petition does not contain an affirmation of each of the conditions required by statute.
  - (5) The petition does not contain reasonably comprehensive descriptions of the following required elements of a charter petition.
    - a. A description of the educational program, description of the goals and the students the charter school is attempting to educate;
    - b. The measurable pupil outcomes identified for use by the charter school;
    - c. The method by which student progress is to be measured;
    - d. The governance structure of the charter school;
    - e. The qualifications of individuals to be employed by the charter school;
    - f. The procedures the charter school will follow to ensure health and safety of pupils and staff;
    - g. The means by which the charter school will achieve a balance of racial pupils, special education pupils, and English learner pupils;
    - h. Admission policies and procedures;
    - i. The manner in which annual, independent financial audits will be conducted;
    - j. The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons;
    - k. The manner by which employees will be covered by State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security;
    - l. The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools;
    - m. Rights of employees leaving employment of the school district to work in a charter school and any rights of return;
    - n. The procedures to be followed by charter school and chartering authority to resolve disputes relating to provisions of the charter.
    - o. The procedures to be used if the charter school closes.
  - (6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
  - (7) The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school.

- (8) The school district is not positioned to absorb the fiscal impact of the proposed charter school. A school district satisfies this paragraph if it has a qualified interim certification pursuant to Section 42131 and the county superintendent of schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the school district having a negative interim certification pursuant to Section 42131, has a negative interim certification pursuant to Section 42131, or is under state receivership. Charter schools proposed in a school district satisfying one of these conditions shall be subject to a rebuttable presumption of denial.

In addition to the above considerations, the review and analysis of the petition was also guided by the regulations promulgated by the SBE for the SBE's evaluation of charter petitions [Cal. Code Regs, tit. 5, §11967.5 et seq. (Regulations)].

### **III. STAFF REVIEW TEAM**

The petition was thoroughly reviewed by a team of District staff members who each reviewed the petition, or sections thereof, as relevant to their area of expertise. The following individuals comprised the staff review team (Staff Team):

- Sarah Koligian, Ed.D. - Superintendent
- Don Ogden - Associate Superintendent, Human Resources
- Betty Jo Wessinger - Assistant Superintendent, Special Education/Director, SELPA
- Jim Huber, Ed.D. - Assistant Superintendent, K-12 Curriculum & Instruction
- Sean Martin - Assistant Superintendent, Business Services
- Angela Griffin Ankhelyi - Director, Communication & Community Engagement
- Angi Carlomagno - Director, K-12 Curriculum & Instruction
- Elena Cabrera - Director, Categorical Programs & Grants
- Iyuanna Pease, Ed.D. - Director, Social Emotional Learning & Educational Equity
- Kerri L. Kaye - Director, Health Programs & Services
- Linda Thurlo - Director, Fiscal Services
- Lori Emmington - Director, Human Resources
- Scott Meyer - Director, Attendance & Due Process and Behavior Intervention & Student Services
- Matt Washburn - Chief Operations Officer, Facilities Planning & Construction
- Kate Hazarian - Coordinator, Social Emotional Academic Development
- Kay Malhi Heusser - Coordinator, Testing & Assessment
- Pam Oien - Coordinator, Education Technology & Information Systems
- Charity Pelz - Personnel Analyst, Human Resources
- Cindy Martin - Application Support Specialist, Education Technology & Information Systems
- Alicia Caddell - Career and Technical Education Coordinator
- Annie Conover - Principal, Walnutwood High School
- Kimberly Walker - Principal, Innovations Academy
- Kristina Richardson - Principal, Folsom Cordova Community Charter School

#### **IV. SUMMARY OF FINDINGS OF FACT AND DISTRICT STAFF RECOMMENDATION**

The options before the Board with regard to the petition are as follows: (1) Approve the petition; (2) Deny the petition.

Following a comprehensive review and analysis of the petition by the Staff Team and legal, **DENIAL** of the petition is recommended based on the following conclusions:

1. New Pacific School is demonstrably unlikely to successfully implement the program set forth in the petition [See Staff Analysis and Findings of Fact, Section V, Part 3]; and
2. The petition does not contain reasonably comprehensive descriptions of the required elements of a charter petition [See Staff Analysis and Findings of Fact, Section V, Part 3]; and
3. New Pacific School is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school [See Staff Analysis and Findings of Fact, Section V, Part 3].

Factual findings regarding areas of concern with the petition are described below. This report *describes areas considered met as well as deficient and significantly deficient areas in the petition*. Those areas that are deficient and significantly deficient support and form the basis for the findings and recommendations that most greatly impact the Board's decision on whether to grant or deny the petition. Given the extent of and number of deficiencies, our due diligence is to recommend a denial of the petition. Should the Board take action to deny the petition, it shall adopt this report as the written factual findings required to support its denial of the petition.

#### **V. FCUSD STAFF ANALYSIS AND FINDINGS OF FACT**

##### **1. Areas Considered Met**

The following sections of the petition were noted as met based on the evaluation criteria set forth in California Education Code section 47605. Since these areas meet evaluation criteria, no analysis is provided.

- Item A: Description of Vision, Mission and Educational Program
- Item C: Student Progress Measurement
- Item H: Admission Requirements
- Item I: Annual Independent Financial Audits
- Item J: Suspension and Expulsion Procedures
- Item L: Public School Attendance Alternatives
- Item O: Closure Procedures
- Financial/Administrative Plan
- Charter Management Organization, i.e., Entities Managing Charter Schools
- Impact Statement

## **2. Areas Considered Deficient**

The following sections of the petition were noted as deficient based on the evaluation criteria set forth in Education Code 47605

- Item B: Measurable Student Outcomes
- Item D: Governance Structure
- Item F: Health and Safety Procedures
- Item G: Racial and Ethnic Balance
- Item K: California State Teachers Retirement System
- Item N: Dispute Resolution Procedures

### **ANALYSIS:**

#### **Item B: Measurable Student Outcomes**

When referencing the Local Control and Accountability Plan (LCAP) sections, certain categories do not reflect expected details. For example, in the "Actions to Achieve Goal" sections, outcomes, not actions are referenced. "Measurable Outcomes" reference methods of measurement, not outcomes.

The inconsistencies in the LCAP from section to section make it difficult to ascertain goals. However, Sub Priority H is presented clearly, and the details provided match the sections. Ideas outlined in section B are consistent with good practice (i.e., assessment plan, data review, family connections, LCAP priorities). Nothing in the goals or actions identify any aspects of New Pacific School that are unique.

#### **Item D: Governance Structure**

Although the criteria are primarily met, the petition lacks a clear or reasonable description of the following:

1. A clear description of the flexibility and level of autonomy New Pacific School has from the charter management organization over budget, expenditures, personnel, and daily operations. Pacific Charter Institute (PCI) is the management organization over New Pacific School and four other schools. This section spells out the roles and responsibilities of employees of PCI and employees of New Pacific School, but it is not clear how much autonomy New Pacific School has from PCI.
2. A clear delineation of roles and responsibilities of parent councils, advisory committees or other supporting groups. Parent involvement is described on pages 131-132, but the roles of parent groups is unclear. There is no description of how parent committees/advisory groups are created, who is eligible for membership, or when the committees meet. Note: a more detailed description of the parent committees was subsequently provided upon request, on October 27, 2021. Upon further review, due to the breadth of the committees, it appears that the New Pacific School Board plans to function primarily through its committees. The petition

and the Bylaws do not clarify whether the New Pacific School Board's Committees will adhere to the Brown Act to ensure transparency and parent involvement.

3. The petition lacks a description of how New Pacific School shall notify the parents and guardians of applicant pupils and currently enrolled students and that parental involvement is not a requirement for acceptance to or continuation at New Pacific School. Note: a copy of the Pacific Charter Institute Policy and Procedure was provided upon request on October 27, 2021.
4. The petition states the Board meets at least five times per year but does not provide a description and frequency of board trainings/workshops.
5. Based on a recent Attorney General opinion, the district has a concern about conflict of interest with the Executive Director of Pacific Charter Institute serving as a County Board Member .

#### **Item F: Health & Safety Procedures**

Item 5a requires health and safety policies and procedures, or the date they will be adopted and submitted to the authorizer. (For example, "exclusion from school when immunizations are noncompliant"). There are no actual safety policies and procedures in the petition, or date they will be adopted and submitted to FCUSD. Page 141 of the petition references the creation of a plan in consultation with the New Pacific School's insurance carrier and risk management experts, and states that FCUSD will receive a complete copy of those procedures upon request.

#### **Item G: Racial and Ethnic Balance**

Education Code section 47605(c)(5)(G) requirement: The petition, at minimum, describes the means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.

New Pacific School does describe policies and practices to attract a diverse applicant pool and enrollment, and these policies do appear likely to achieve racial and ethnic balance. However, the only groups identified in this section are students with disabilities and Spanish speakers. The petition contains repeated intentions to attract English learners and students from low-income families, but there is little to no evidence that this program was designed and developed based on interviews, surveys, or input from these families.

Additionally, there is no mention of benchmarks for balance or supports to maintain balance. The types of supports that will be provided to maintain enrollment balance (counselors, support staff, medical-related staff, etc.) are not described. The petition does not include outreach strategies, identifying specifically who the targeted groups will be, other than students with disabilities and Spanish speakers. There are no developed or planned benchmarks for achieving balance.

Further inquiry into the design of the program does not demonstrate that the needs of working, low-income families, or families whose first language is Spanish were considered in the design of the program. There is no extended day, ASES-funded, or after-school programs for working families.

Transportation is not provided to and from school.

**Item K: California State Teachers Retirement System (STRS)**

The petition states that Certificated Pacific Charter Institute employees participate in STRS and do not participate in Social Security. Non-certificated employees participate in Social Security and do not participate in Public Employees Retirement System (PERS). The Corporate Accountant is responsible for ensuring that appropriate retirement arrangements are made for all employees. All full-time employees participate in a retirement plan.

The petition provides no information for a retirement system for part-time employees. The petition does not state a description of a retirement plan for a non “Full-Time employee” or a “Part-Time employee. Also, the petition does not state a definition for a “Full-Time employee.”

The petition contains a reasonably comprehensive description of the retirement system for full-time employees. The petition lacks a comprehensive description of the retirement system for part-time employees.

**Item N: Dispute Resolution Procedures**

The petition describes a dispute resolution process for disputes between New Pacific School and FCUSD. This process was not created in collaboration with FCUSD and no FCUSD Board Policy exists giving this dispute resolution language authority over existing dispute resolution located in FCUSD's Board Policies and Administrative Regulations.

The petition states, “it shall have an internal dispute resolution process,” but the petition does not contain a description of the process. The petition states, “it shall have the Uniform Complaint Procedures,” but the petition does not contain a description of the procedures. The petition does not describe how the Uniform Complaint Procedures will be communicated to parents, staff, and family. The petition states, “the dispute resolution procedure shall not impede or act as a prerequisite to the District's ability to proceed with revocation in accordance with California Education Code 47606.”

This petition does not provide a comprehensive description of a dispute resolution process between FCUSD and Pacific Charter Institute. This petition does not provide a comprehensive description of a Uniform Complaint Procedure or a communication plan to community, parents, and staff. This petition does not provide a comprehensive description of a dispute resolution process for internal complaints.

**3. Areas Considered to Have Significant Deficiencies and Supporting Denial**

The staff analysis noted factual findings and significant deficiencies in the following sections based on Education Code 47605:

- Item E: Qualifications to be Met by Individuals Employed by New Pacific School
- Item M: Post-Employment Rights of Employees

- Facilities
- Community Impact
- Special Education
- Required Affirmations
- The petition does not contain the number of signatures required by statute.

**Finding 1: New Pacific School is Demonstrably Unlikely to Successfully Implement the Program Set Forth in the Petition.**

New Pacific School proposes to serve students from schools in Rancho Cordova, specifically: Cordova Meadows Elementary, Cordova Gardens Elementary, White Rock Elementary, Rancho Cordova Elementary, Cordova Villa Elementary, W. E. Mitchell and Mills Middle Schools, Cordova High School and Kinney High School. The target student population for New Pacific School is students with chronic absenteeism.

The proposed location for New Pacific School is situated in an industrial area near the intersection of Kilgore Road and White Rock Road. ([Walking Map Exhibit A](#)) The proposed location is not readily accessible to the students New Pacific School proposes to serve. The nearest elementary school to the proposed location is Navigator Elementary School whose students are not part of the target population. If students currently enrolled at Navigator Elementary School choose to attend New Pacific School, the walking distance is 35 minutes or 1.8 miles. Students from the targeted district elementary schools will travel the following distances:

Elementary School	Walking Distance	Walking Time
Cordova Gardens	3.1 miles	1 hour 2 minutes
Cordova Meadows	3.2 miles	1 hour 3 minutes
Cordova Villa	2 miles	40 minutes
Rancho Cordova	2.4 miles	48 minutes
White Rock	2.5 miles	50 minutes

New Pacific School is not providing transportation but proposes that students may take the Regional Transit on routes that do not currently exist. This is not plausible inasmuch as Regional Transit has eliminated student-used routes in the Rancho Cordova area in the last several years. In all likelihood, in order to get to school, students who choose to attend New Pacific School will be transported by their parents. This leaves out the students New Pacific School purports to serve as they already are unable to get to school at their neighborhood school. It is extremely unlikely that they will have a ride to New Pacific School.

Safety is also a concern as many of the students New Pacific School proposes to serve will need to cross Highway 50 or operational railroad tracks. FCUSD provides transportation in Rancho Cordova for students who have to cross railroad tracks and to and from school sites with chronic attendance issues. In Rancho Cordova, FCUSD provides 22 special education buses covering 57 individual routes and 8 regular education buses covering 26 individual routes.

New Pacific School has not demonstrated they have a program or that school staff has the skills to address chronic absenteeism. Although New Pacific School plans to target students with chronic attendance issues, the petition does not describe a program, procedures or supports for how New Pacific School will address chronic attendance issues specifically. Furthermore, New Pacific School is projecting average daily attendance at 97%, whereas FCUSD projects average daily attendance for that population area at 95%. In contrast, FCUSD has a robust program to address chronic absenteeism. FCUSD has a clearly articulated Student Attendance Review Team (SART) and Student Attendance Review Board (SARB) process and made a significant investment in the A2A program, Attention to Attendance, an attendance tracking and family communication program. The A2A Attendance Tracking System tracks attendance, generates reports by student groups and generates letters that notify staff and parents who the students with attendance issues are. FCUSD has a home visit team consisting of Coordinator of Social Emotional and Academic Development, school nurse, social worker and site principal who follow up on these students. As part of a new program introduced last year, 6 to 10 people from each school receive 6 hours of annual training on attendance and engagement. This innovative program has since been implemented by other districts in Sacramento County.

#### **Item E: Qualifications to be Met by Individuals Employed by the New Pacific School**

There is no longer credential flexibility for non-core/non-college prep teachers, except for teachers already in place on or before 2019-2020. New teachers hired during or after the 2019-2020 school year are required to hold appropriate credentials (Assembly Bill 1505). New Pacific School states the following on page 135 of its petition:

“The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019-2020 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment.”

The statement that charter school teachers employed during the 2019-2020 school year is not applicable to New Pacific School because New Pacific School is planning to open during the 2022-2023 school year. At that time, pursuant to Assembly Bill 1505, all teachers are required to hold the appropriate credentials. New Pacific School proposes they have staffing flexibility to use teachers from other charter schools that fall under the Pacific Charter Institute umbrella. In order to be compliant with credentialing, any teacher working at New Pacific School would need to be

appropriately credentialed. It should be noted that any credentialing concerns are a *major* issue, since FCUSD, as the authorizing district, has oversight of credentialing compliance.

A review of the New Pacific School Petition signature pages and signatures for teachers/petitioners contains only signatures of teachers with multiple subject credentials. New Pacific School proposes to provide secondary education and yet there are no teachers with single subject credentials as petitioners on the petition, which brings up concerns as to the viability of the secondary program without this expertise. Additionally, there is no student to staffing ratio identified in this section of the petition.

## **Special Education**

New Pacific School is demonstrably unlikely to successfully implement the program set forth in the petition. This section of the petition is governed by California Education Codes 47611 which states that a charter school shall be deemed an LEA (met); 47646 which requires, among other things, that charter schools provide special education services according to the Individuals with Disabilities Education Act (IDEA); and 56205 which requires charter schools to participate in an approved Local Plan and provide services in accordance with the Local Plan and/or policies and procedures (not met).

The petition does neither describe how special education services will be provided consistent with the SELPA Plan and/or policies and procedures, nor includes a fiscal allocation plan in alignment with the SELPA New Pacific School plans to join.

The petition states, “The following description regarding how special education and related services are provided and funded by the charter for the sole purpose of providing a reasonably comprehensive description of the special education program in the charter petition and is not binding on the District.” The specific manner in which special education and related services are provided and funded are outlined in the Memorandum of Understanding (MOU), delineating the respective responsibilities of New Pacific School and the SELPA. A copy of the MOU will be presented to the District upon request.

While New Pacific School did provide a copy of the MOU upon request, neither the petition nor the MOU provide a reasonably comprehensive description of the special education program. As noted above, the MOU provides the specific manner in which special education and related services are provided. However, the MOU specifically states that “The LEA is solely responsible for the provision of special education programs and services to eligible students in the LEA.” ([Exhibit B](#)). The MOU spells out in Section 2 that mandates to be performed in accordance with the Local Plan which was not provided or described in the petition and was not provided with the MOU. The Special Education Policies and Procedures, which might provide more information about the services to be provided, also were not provided. Without these documents and a more specific description of how the provision of services will be provided, there is no reasonable assurance that the program will be carried out in accordance with the Individuals with Disabilities Education Act (IDEA).

The following are other areas in which the petition fails to provide a reasonably comprehensive description of the program or fail to meet the requirements under IDEA:

1. Acknowledgment that New Pacific School is responsible for providing special education, instruction and related services to the students enrolled in the school regardless of students' district of residence.
2. The process for notifying the district of residence and authorizing LEA when a special education student enrolls, becomes eligible, ineligible and/or leaves the charter.
3. The transition to and from a district when a student with an IEP enrolls in or transfers out of the charter.
4. Under Child Find obligation, page 90, the petition states "*The Charter School will follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions to not provide a free appropriate public education to the student in question (emphasis added).*" This statement presents two problems. First, neither the SELPA MOU nor any other documents provided describe the "SELPA Child Find" procedures. Second, assessment may not be delayed so that interventions can be implemented.
5. Affirmation the terms of the Agreement will be met regarding the organization, implementation, administration and operation of the SELPA

### **Required Affirmations**

As noted above under Item E Qualifications to be Met by Individuals, pursuant to Assembly Bill 1505, New Pacific School no longer has flexibility in regard to credentialing. However, in Item E above and in the Required Affirmations, New Pacific School includes the following statement.

"The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019-2020 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment."

### **The petition does not contain the number of signatures required by statute:**

The petition must be signed by a number of parents or legal guardians of pupils that is equivalent to at least one-half of the number of pupils that New Pacific School estimates will enroll in school for its first year of operation. New Pacific School proposes to open grades TK-5 with an estimated enrollment in 2022-2023 of 90. The submitted Signature Pages for Parents include only 36 parents with children entering grades TK-12 in 2022-2023. The number of students entering TK-12 in 2022-2023 is 73, according to the documents. These documents are insufficient to establish the requirement is met because at least 45 students would need to be entering grades TK-5 and it is unknown what grade each of the 73 students is entering. All that we know from the submitted documents is that 73 students are entering grades TK-12. New Pacific School has not established they can meet their enrollment projections in the first year.

**Finding 2: The Petition does not Contain Reasonably Comprehensive Descriptions of all Required Elements.**

**Item M: Post-Employment Rights of Employees**

Post-Employment Rights of Employees: The petition states that employees of FCUSD who choose to leave the employment of FCUSD to work for New Pacific Charter have no rights of return to FCUSD. The petition does not state any attempt to negotiate an agreement with FCEA or CSEA to secure reemployment rights. The petition states that sick leave, vacation leave, and service credit will be reviewed. The petition does not state whether staff will continue to earn service credit at FCUSD. The petition makes no mention of collective bargaining contracts.

**FACILITIES**

The petition does not describe the location of the charter school facility that the petitioner proposes to operate, including: size and resources; safety; and educational suitability. While New Pacific School has determined a location, a facility has not been secured.

The petition, on page 180, identifies several factors New Pacific School desires for its facility, including project-based learning and room for inquiry and learning; it does not specifically identify a facility. The petition also does not provide information or comparables to demonstrate that such a facility can be found in the area and for the amount budgeted.

Education Code section 47605(a) requires charter school petition to identify a single location within its authorizer’s boundaries and to identify the facilities to be used by the school. This requires New Pacific School to identify an actual school site the school intends to use, and not a wish list of qualifications.

The following minimum requirements are not met both of which are major concerns:

a. Current and projected availability of each charter school site, and schedule for securing the facility. A facility has been identified but not secured. Furthermore, improvements will be required including construction of classrooms, etc.

b. The petition lacks assurances of all legal compliance with health and safety, ADA, and applicable building codes which is a major safety concern.

**Finding 3: New Pacific School is Demonstrably unlikely to Serve the Interests of the Entire Community in which the School is Proposing to Locate.**

**COMMUNITY IMPACT**

New Pacific School is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Pursuant to California Education Code 47605(c)(7), “Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written

factual finding under this paragraph shall detail specific facts and circumstances that analyze and consider the following factors:

- B. Whether the proposed charter school would duplicate a program currently offered within the school district and the existing program has sufficient capacity for the pupils proposed to be served within the reasonable proximity to where the charter school intends to locate.

FCUSD staff considered the fiscal impact of New Pacific School, as well as a review of the proposed program, whether the existing program duplicates a program currently offered within FCUSD, and whether the existing program has sufficient capacity for the pupils proposed to be served within the reasonable proximity to where the charter school intends to locate and determined the proposed program has:

1. A substantial fiscal impact on existing FCUSD programs; and
2. Duplicates programs currently offered within FCUSD ([Exhibit C](#)); and
3. The existing program has sufficient capacity for the pupils proposed to be served within proximity to the proposed New Pacific School location and in fact has greater capacity to serve FCUSD students than New Pacific School.

**FISCAL IMPACT**

It is unknown the percentage of students enrolled at New Pacific Scholl who will come from FCUSD, so a range from 100% to 50% will be used.

Based upon projected Local Control Funding Formula per Average Daily Attendance (assuming 95% attendance rate), FCUSD potential loss of funding is:

<b>Potential Funding Loss from New Pacific School</b>			
<i>Year</i>	<i>Enrollment at New Pacific School</i>	<i>100% Enrollment from FCUSD</i>	<i>50% Enrollment from FCUSD</i>
2022-2023	90	\$815,585	\$409,792
2023-2024	177	\$1,645,632	\$822,816
2024-2025	202	\$2,070,144	\$1,035,072

A fiscal analysis of the average daily attendance (ADA) over the first three years of New Pacific School operation shows an estimated cumulative loss of between \$2,267,680 and \$4,531,361.00. These estimates in ADA loss do not include potential district savings from a reduction in FCUSD staff to adjust for a reduction in enrollment.

With a structural deficit anticipated in 2022-2023, FCUSD staff is projecting the district will be making budget cuts. If the district experiences a reduction in ADA, the budget reductions will increase most likely leading to staff reductions and other cuts. With budget cuts between 2.2 and 4.5 million, if a reduction were made in certificated staffing only, the reduction would be between 22-45 certificated employees. If a reduction in staffing among a variety of positions, both certificated and classified were to occur, the reduction in staffing would approximately 29-58 employees, such as the employees described in the Typical Elementary Staffing Table below.

The following table demonstrates the staffing for a typical Rancho Cordova elementary school. This staffing represents a staffing ratio of 1:6 staff to students and does not include the additional support from a part-time school mental health specialist and social worker. New Pacific School proposes small class sizes but with their proposed budget and staffing, they are not able to provide the supports for students that FCUSD provides.

**Typical Elementary School Staffing 350 Students and 57 Employees**

- Principal
- Assistant Principal
- Administrative Assistant
- Clerk
- Health Assistant
- Library Clerk
- Parent Coordinator
- 2 Bilingual Instructional Assistants (Pashto/ Spanish)
- 2 Custodians
- 1 Early Intervention Program Assistant
- 3 Food Service Workers
- 6 Special Education Instructional Assistants
- 5 After School Day Care Program
- 4 Yard Duty Playground Supervisors
- 1 Preschool Instructional Assistant
- 3 Preschool Teachers
- 14 Classroom Teachers
- 3 Intervention Teachers
- School Psychologist
- Speech and Language Pathologist
- School Nurse
- Occupational Therapist
- Special Education Teacher Mild/Moderate
- Special Education Teacher Moderate/Severe

## **DUPLICITY IN PROPOSED PROGRAM**

Pacific Charter Institute is a charter organization that previously has focused its efforts on virtual independent study programs with work centers and small campuses for the “in-person” elements of the work found in most independent study programs. New Pacific School would be Pacific Charter Institute’s first school setting where the instructional model would be similar to a traditional K - 12 campus in terms of its physical and daily structure (bell schedule, lunch, recess, etc.). New Pacific School would look similar to other neighborhood schools, with the exception of the physical plant which would most likely be a structure more commonly identified as a business or commercial property.

Staff finds that approval of New Pacific School would substantially undermine existing services, academic offerings, and/or programmatic offerings currently within the FCUSD. Moreover, New Pacific School would duplicate programs currently offered within the FCUSD, and FCUSD has sufficient capacity for students New Pacific School proposes to serve. As such, the New Pacific School petition is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate.

The data New Pacific School reference (Adverse Childhood Experiences, SEL, Connectedness, etc.) as reasons to open the charter are data that educators across the nation are all focused on and working to address. It is unclear whether New Pacific School is offering any additional educational services or programs beyond what already exist within FCUSD, throughout Rancho Cordova, and are available to the parents and students for which New Pacific School proposes to serve. Also, as PCI has no experience running “traditional, on ground programs,” there are no data points to show that New Pacific School will be more successful than schools and programs already provided by FCUSD.

FCUSD has always been responsive to the needs of the community. Whether it be innovative programs such as International Baccalaureate and Career Technical Education, quickly moving students and faculty into distance learning through 1:1 computer distribution and hundred of hours of technology training for teachers moving their instruction to online learning, being the first district to bring students back to in-person learning in Sacramento County, or opening a brand new K-12 Online Academy for students who thrive in that environment, FCUSD has a long history of executing and supporting innovative educational programs.

New Pacific School lists five “Key Elements” of their school:

1. Project-based Learning
2. Individualized Learning Plans
3. Social Emotional Learning
4. College and Career Readiness

## 5. Professional Development for Teachers

Each of these five elements currently exist within FCUSD, as discussed in more detail below:

### 1. Project-Based Learning (PBL):

Students throughout FCUSD have a variety of schools that provide access to project-based learning. At the elementary level, two schools offer Project Lead the Way Launch and Riverview STEM offers PBL curriculum to students K - 5. Also, in development but put on hold since the lock down:

- Cordova Gardens is developing a project-based media program, a Mobile Making Lab (donated from Sierra College) and STEAM related activities with Soil Born Farms.
- Administrators at Williamson and Mather Heights were beginning the work to engage faculty and staff around becoming International Baccalaureate (IB) Primary Years Program (PYP) schools. PBL is an integral component within the IB PYP framework.

We hope to get the work on these programs back on track Spring 2022.

At the Middle School level, both Mills and Mitchell have PBL built into their curriculum. At Mills Middle School, students in all grade levels who are interested in PBL have access to Project Lead the Way courses such as Robotics, Computer Applications, etc. There is also a Maker Space Program at Mills that partners with the Project Lead the Way program at Cordova High School, allowing students to work on projects as diverse as jewelry making to building solar cars they race with their high school partners.

At W. E. Mitchell Middle School, the IB Middle Years Program (MYP) has PBL built in as students work towards a balance of knowledge and skills in order to understand concepts they apply toward future learning. Specifically, “The Design Cycle” is embedded in all science classes at all grade levels which provide multiple opportunities for project and inquiry-based learning. Additionally at Mitchell, the Media Arts program is entirely built off PBL.

At the high school level, FCUSD offers ten Career and Technical Education (CTE) programs to students and families. CTE programs are all built upon the principles of PBL as students put their learning into actual practice. Of the ten CTE programs offered in FCUSD, six are offered at Cordova High School.

- Agriculture & Natural Resources
  - Agriscience
  - Animal Science
  - Ornamental Horticulture
- Building, Trades and Construction

- Residential & Commercial Construction
- Health Science & Medical Technology
  - Patient Care
- Hospitality, Tourism & Recreation
  - Food Service & Hospitality
- Manufacturing & Product Development
  - Product Innovation & Design
- Marketing, Sales & Service
  - Professional Sales

For a full listing of CTE Pathways, ([Exhibit D](#)) all FCUSD students, including students in Rancho Cordova have access to all District CTE programs.

## 2. Individualize Learning Plans

Individualized learning plans in FCUSD are accomplished in a variety of ways. At the elementary level teachers, administrators and support staff engage in “Every Child by Name.” At specific, calendared intervals each school’s teams meet to discuss student’s success plans as well as students educational needs. From there, the teams create a six-to-eight-week plan which are reviewed and supported through school staff. Each school has developed and implemented a thoughtful process to support each student’s educational journey.

At the secondary level, students needing additional support are referred through the Student Support Team, which is a team of teachers, administrators, counselors, parents/guardians and other support personnel. The team, working with the parent/guardian and the student, discuss the student’s strengths as well as the student’s struggles and together create a plan for academic success and/or social and emotional well-being. The team sets “check-ins” with the student throughout the year as well as specific goals and benchmarks to assess student progress.

## 3. Social Emotional Learning (SEL)

New Pacific School states in their petition, “The learning environment at New Pacific School continues this tradition as we welcome students who have struggled with bullying, connectedness, depression, chronic absenteeism, suspension, or low-academic performance.”

Even in very small schools, when kids are together, a variety of comments, actions, behaviors, etc. can create situations where one student or another feels excluded, ignored and/or bullied. New Pacific School realizes this, as they propose various strategies to be employed such as *Leader in Me*, Restorative Practices and Multi-Tiered System of Supports (MTSS). In short, New Pacific School “Social Emotional framework” will reflect the same SEL elements found in schools throughout the nation and certainly throughout FCUSD.

All schools throughout FCUSD work on a daily basis to teach students how to treat others with dignity and respect, while also learning how to regulate one's own expectations, impulses, feelings, etc. in social situations. FCUSD also has a Social Emotional Framework that employs a variety of different curriculum such as Second Step, BASE, PBIS, Restorative Practices, Listening Circles, etc., as well as a number of different personnel, such as counselors, marriage and family therapists, social workers and mental health specialists. In short, New Pacific School will be engaging in the same SEL practices and approaches that are found in every school throughout FCUSD.

#### **4. College and Career Readiness**

The petition also states, "Further, New Pacific School offers students the same PCI offering of accelerated learning, project-based learning, and learning in the community that the schools students attended prior did not offer." This statement does not reflect the reality of what FCUSD schools offer to students.

Career Technical Education (CTE) is a program of study involving a multi-year sequence of courses (300 hours) integrating core academic curriculum with technical and occupational curriculum, to provide students with a pathway to post-secondary education and careers.

Key components of CTE programs include:

- High-quality curriculum and instruction: Alignment with CA Standards for Career Ready Practice, Knowledge and Performance Anchor Standards, CTE Pathway Standards, CCSS (Common Core State Standards), and industry standards in pathway classes
- An inquiry-based approach: Shift to utilizing essential questioning strategies, student learning targets, and product or performance based summative assessments
- Project based learning: Hands-on experience both inside and outside of the classroom
- Career exploration and guidance: Workforce-based learning including: employability skills, mentoring, and internships
- Sequence of courses: Provides students a pathway to expertise and completion of the pathway (2-3 levels of Introduction, Concentrators, and Capstone courses)
- Student leadership development: Career Technical Student Organizations (DECA, FCCLA, FFA, HOSA and SkillsUSA)
- Industry certifications
- Industry partnerships: Industry advisory meetings, community classroom/internships, work-based learning, field trips, and featured guest speakers
- College & Career Readiness: Career exploration, field trips to colleges, guest speakers from colleges (financial aid, Career Education programs, matriculation, degrees and certificates) and classroom support with CATEMA student registration
- College credits: Articulation agreements with local community colleges

- A-G credit: U.C. approved courses
- Work-Based Learning programs

FCUSD offers CTE programs in 10 Industry Sectors and 21 Pathways ([Exhibit D](#))

### **PCI and CTE**

- PCI’s website reports their students have access to CTE and their brochure states they offer 236 courses, but they use the online iCEV virtual platform. These do not appear to be a multi-year sequence of courses or hands-on, project-based learning.
- For example, iCEV Healthcare has four courses:
  - Principles of Health Science - 37 Lessons
  - Health Science Theory - 22 Lessons
  - Medical Terminology - 26 Lessons
  - Forensic Science – 33 Lessons
- Offering standalone courses does not meet the definition of a CTE Pathway, and is not a high quality CTE Program of Study in comparison to FCUSD.
- From the petition, it does not appear that New Pacific School offers a minimum of a two-course sequence of 300 hours and the “11 Elements of High Quality CTE”. The FCUSD CTE program meets all 11 Elements.
- New Pacific School is using Amazon Future Engineers
  - Offers free curriculum to Title I schools
  - Users Code.org, Project STEM and CMU CS Academy
 Amazon Future Engineers are free on-line programs available to all.

***In comparison, FCUSD offers Science, Math & Engineering Programs (including Project Lead The Way) in three levels:***

- PLTW Launch – Elementary Schools
- PLTW Gateway – Middle Schools
- PLTW Engineering – Folsom & Vista del Lago High Schools

FCUSD has a formal agreement with Sacramento County Office of Education (SCOE) for the Information and Communication Technology (ICT) HUB and Code.org curriculum, professional development and CTE Communities of Practice.

### **Early College Credit Programs ([Exhibit E](#))**

- FCUSD has formal written CTE articulation agreements in place with the following post-secondary institutions:
  - American River College
  - Cosumnes River College
  - Folsom Lake College
  - Modesto Junior College

- Sacramento City College
- Sierra College
- FCUSD also offers students:
  - 15 Accelerated College Entrance (ACE) courses with California State University Sacramento.
  - Advanced Education through Folsom Lake College
  - 8 Industry Certificates
  - Membership in five Career Technical Student Organizations

**FCUSD CTE programs also offer the following opportunities to FCUSD students**

Competitions

- CREATE Mentoring Program – Cordova High School (CHS) and Folsom High School (FHS)
- SRBX (Sacramento Regional Builders Exchange) – CHS and FHS
- Cyber Patriots
- MIT’s Invent Team
- SMUD Solar Regatta
- FHS Soap Box Derby

Work-Based Learning

- CTE Summer Preceptorship Program
- Catering Events
- Internships
  - School Year: Child Development (Spring Term) in FCUSD Elementary Schools
  - Summer: CTE Summer Preceptorship Program, Intel, BIA, Dokken Engineering and other business partners and organizations.

Service-Learning Projects

- Folsom Zoo - Engineering Projects
- The Sacramento Children’s Museum – Engineering Projects
- Effie Yeaw Nature Center – Engineering Projects
- Cordova High School Football – Patient Care Students
- STEM Projects in elementary schools
- Construction projects for local schools
- *PPE Mask Project* – Mercy Health

Field Trips

- Trade’s Day
- Manufacturing Day
- Capital Air Show
- College Tours
- Industry visits and tours

- Museum of Medical History

#### Mentoring and Job Shadows

- PC Pals (Intel)
- Micron
- Industry partners
- College students

#### CTE Advisory Committees

- FCUSD District Advisory Committee
- CTE Advisory Committee at each school site for each industry sector

#### CTE Credentialed Teachers

- CTE Teachers have a Single Subject or Designated CTE Teaching Credential

In addition to CTE pathways that connect students directly into the world of work or with the university system, FCUSD has three College and Career offices that are available to students throughout the district. These centers offer information on universities, trade schools, the military, employment opportunities, etc. Office staff and school counselors also assist students in the necessary application paperwork, financial aid, etc.

FCUSD has rich, rigorous and community connected programs that link students and families directly into university, trade schools, the military and the workforce. Programs that the district, as highlighted by the recent grand opening of the CTE facility at Folsom High School, is committed to supporting and growing.

### **5. Professional Development for Teachers**

FCUSD has an ongoing commitment to faculty and staff regarding their professional development as well as supporting academic and social/emotional programs that will support the success of all students.

The following is a sample of what FCUSD has provided, and will continue to provide, to faculty and support staff:

- Specific Content Area Professional Development (PD)
  - All State adopted curriculum: Benchmark, EnVision Math, TCI, Amplify, iLit, StudySync, Glencoe, etc.
- K-12 Literacy
  - Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)
  - Guided Language Acquisition Design (GLAD)
  - Language Essentials for Teachers of Reading and Spelling (LETRS)

- Writing Without Tears
- Soliday System
- Assessment Systems
  - iReady
  - Illuminate
  - Assessment tools built into Curriculum Programs
- Interventions, Support & SEL
  - Professional Learning Communities (PLCs)
  - Response to Intervention (RtI)
  - Multi-Tiered System of Supports (MTSS)
  - Positive Behavior Interventions and Supports (PBIS)
  - Restorative Practices
  - Mindfulness & Self Care
  - De-Escalations Strategies
  - Mental Health & Suicide Prevention
  - Empathy and Active Listening
  - Universal Design for Learning (UDL)
  - Cultural Competence
  - Education Through Music (ETM)
  - Second Step
  - BASE
- Digital Platforms Such As
  - Google Classroom
  - Google Drive
  - Social Media Best Practices
  - SeeSaw
  - Microsoft Teams/Zoom
  - Screencast-O-Matic
  - Powerteacher Pro
  - Mote
  - Ed Puzzle
  - Pear Deck
  - Music First
  - Soundtrap
  - Sight Reading Factory

FCUSD has always been committed to the professional development of its faculty and staff and will continue to invest the resources necessary to support its community of educators.

The attached matrix ([Exhibit C](#)) demonstrates that all of these options or programs are offered at schools within FCUSD.

## **CAPACITY**

New Pacific School needs to consider the enrollment trends of the existing District schools and charter schools in the proposed target community. Such analysis is necessary to help determine the need for a new school and the financial viability of the proposed school, as well as any impact to existing services, academic offerings or programmatic offerings. Based on the District's current School Facility Inventory of the District schools, New Pacific School identifies as target schools in their petition, Cordova Villa Elementary School, Williamson Elementary School, Rancho Cordova Elementary School, White Rock Elementary School, Peter J. Shields Elementary School, Cordova Gardens Elementary School, Cordova Meadows Elementary School, W. E. Mitchell Middle School, Mills Middle School, Cordova High School and Kinney High School, all have enrollment capacity. In an examination of current enrollment data and the District's School Facility Inventory, all schools in the District have enrollment capacity.

## **VI. Conclusion**

The Folsom Cordova Unified School District Board has two options for action with regard to the petition:

1. Deny the petition and adopt this staff report and Appendices as the written factual findings required to support its denial of the petition.
2. Approve the petition.

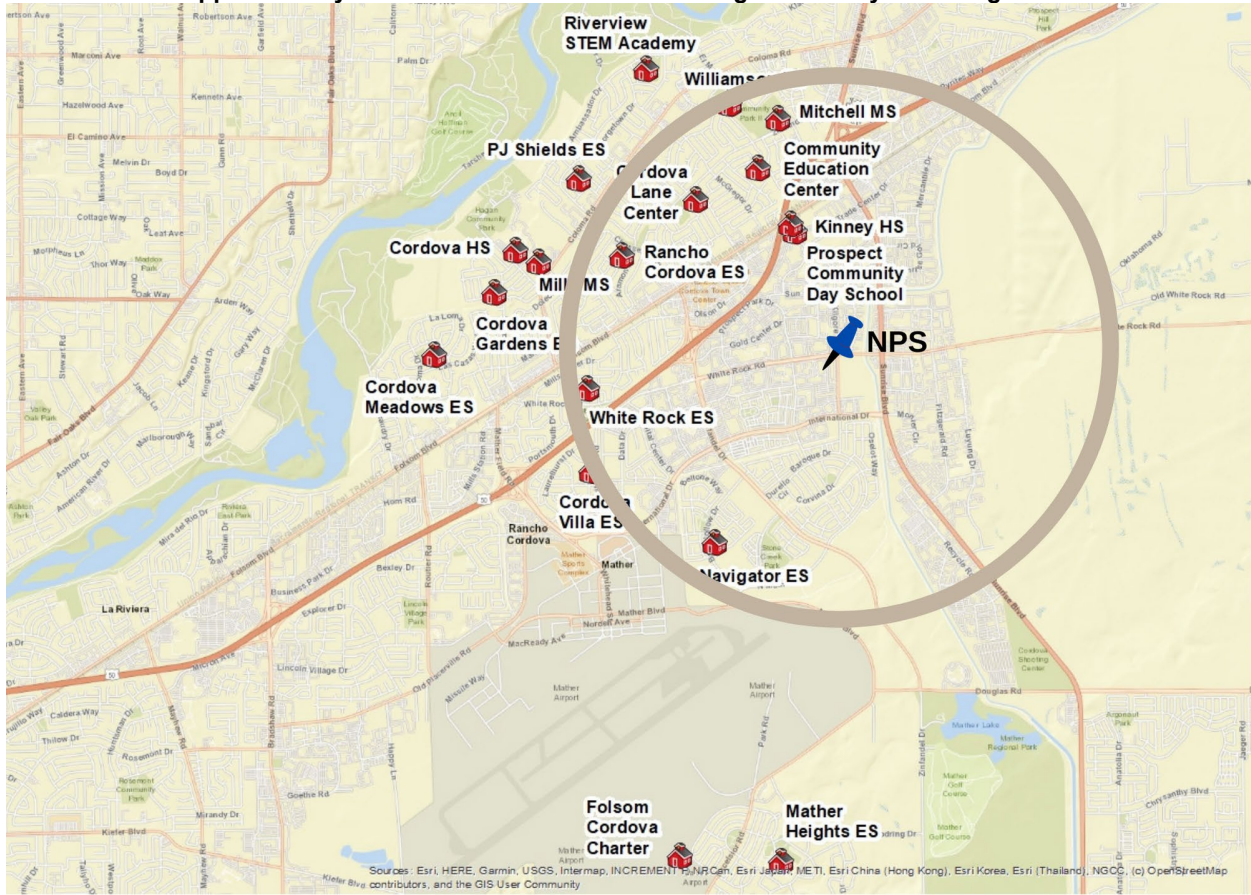
For the reasons stated above in the report, which are based on the analysis of the petition and supporting documentation, and information provided by New Pacific School during the capacity interview, FCUSD staff concludes that New Pacific School is demonstrably unlikely to successfully implement the program as set forth in the petition; New Pacific School is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate; and the petition does not contain reasonably comprehensive descriptions of all required information set forth in Education Code 47605.

Accordingly, denial of the petition is recommended.

# Exhibit A

# Walking distance from FCUSD school sites to NPS site

Circled area is approximately 2 miles from the NPS site. Walking routes may have longer distances.



School site	Distance*	Estimated time to walk*
Navigator Elementary	1.8 miles	35 minutes
Cordova Villa Elementary	2 miles	40 minutes
Williamson Elementary	2.3 miles	46 minutes
Rancho Cordova Elementary	2.4 miles	48 minutes
White Rock Elementary	2.5 miles	50 minutes
Peter J. Shields Elementary	2.9 miles	1 hour
Cordova Gardens Elementary	3.1 miles	1 hour 2 minutes
Cordova Meadows Elementary	3.2 miles	1 hour, 3 minutes
W.E. Mitchell Middle School	2.4 miles	47 minutes
Mills Middle School	2.8 miles	55 minutes
Cordova High School	3.1 miles	1 hour

\*Google Maps

# Exhibit B



## 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



## 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, 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

# Exhibit C

## Programs and curriculum proposed by New Pacific School as compared to those offered at FCUSD schools

Folsom Cordova USD	New Pacific School
Currently offered at FCUSD schools	Programmatic approach proposed for NPS
Riverview STEM, Project Lead the Way, IB, CTE, Academy for Advanced Learning	Project-based learning
CASEL based SEL at all grades <ul style="list-style-type: none"> <li>● Panorama Education (SEL Assessment Tool)</li> <li>● Second Step TK-8th</li> <li>● Love &amp; Logic</li> <li>● BASE Ed. (9th-12th)</li> </ul>	CASEL-approved SEL in all grades
Focus on social emotional learning	A focus on social emotional learning
Multi-tiered systems of support (MTSS) at all sites	Multi-tiered systems of support (MTSS)
Counselors at schools <ul style="list-style-type: none"> <li>● Mental Health Specialists</li> <li>● Social Workers and SW Interns</li> <li>● School Psychologists</li> </ul>	Counselor assigned in the school
Mastery-based learning	Mastery-based learning
Academy of Advanced Learning CTE IB Programme PLTW	Inquiry-based & project based learning
<ul style="list-style-type: none"> <li>● Every Child By Name at Elementary Sites</li> <li>● Teachers goal set with students through iReady</li> <li>● SST Meetings at Secondary Sites</li> </ul>	Personalized Learning Growth plans for all students
<ul style="list-style-type: none"> <li>● Combo classes at the elementary level, most classes are single grade.</li> <li>● Project based learning, such as CTE pathways are multi-age,</li> <li>● Montessori at Sundahl Elementary is multi-age</li> <li>● Acceleration: FCUSD has students who have tested out of classes to begin at a higher level               <ul style="list-style-type: none"> <li>○ Middle School students taking</li> </ul> </li> </ul>	Multi-age classrooms

<p>courses at FCUSD high schools</p> <ul style="list-style-type: none"> <li>○ Elementary Students working in curriculum above grade level</li> </ul>	
All students provided with a Chromebook	1:1 computing
Sunday Reading Support, all elementary sites	Sunday Reading Support
<p>Professional Development for Teachers and Staff (Sample)</p> <ul style="list-style-type: none"> <li>● PLC training</li> <li>● Rtl/MTSS Training</li> <li>● Instructional Coaches</li> <li>● Common Planning Time</li> <li>● Responsive Classroom</li> <li>● LETRS</li> <li>● GLAD</li> <li>● Technology Platforms</li> </ul>	Professional Development for Teachers and Staff
<ul style="list-style-type: none"> <li>● Saturday Schools</li> <li>● Science Fairs</li> <li>● CTE competitions and presentations</li> <li>● MYP Projects</li> <li>● History Day Presentations/Competition</li> <li>● School campus SAFE Credit Union banking branch integrated with CTE Business pathway program</li> <li>● Curriculum &amp; Instruction Academy for Faculty (Coming Fall of 2022)</li> </ul>	Workshop/Presentation Fridays
College and Community Partnerships	College and Community Partnerships
<b>FCUSD: Curriculum</b>	<b>NPS: Curriculum</b>
SIPPS at all elementary sites	SIPPS
Benchmark, Study Sync, Step Up to Writing, Handwriting without Tears (TK), iLit	Commonlit.org
PLTW at elementary, middle and high schools	PLTW
Ready math	JUMP Math
enVisions, McGraw Hill, Big Ideas, Core Connections	Houghton Mifflin Harcourt Integrated Math
Spanish magnet at Folsom Hills Elementary,	Spanish at all grades

Spanish at all secondary schools	
Academy for Advanced Learning (MHE and TJE)	PBL Works Resources
Amplify, TCI, Bring Science Alive, Houghton Mifflin, McGraw Hill	Glencoe McGraw-Hill
Meet the Masters, TK-12 music education, drama, summer school VAPA, HS Fine Arts classes	Fine Arts
Physical Education at all sites	Physical Education
<b>FCUSD: Additional supports provided</b>	<b>NPS: Additional supports proposed</b>
Response to Intervention (RTI) at all sites	Response to Learning RTI
ELPAC and support for emerging EL learners	ELPAC and support for emerging EL learners
Special Education and IEPs	Special Education and IEPs
Advanced Learners, GATE Program K-12, AP courses, MYP and IB Diploma Programme	Advanced Learners
Students with Unique Needs	At-Promise Students
College and Career Advising at all High Schools	College and Career Advising
Attendance: <ul style="list-style-type: none"> <li>• Social Emotional Academic Coordinator</li> <li>• Attendance Teams on all School sites</li> <li>• 6 Hours Attendance and Engagement training for all school sites's attendance teams</li> <li>• Attention2Attendance (A2A) Attendance Tracking &amp; Family Communication Program</li> <li>• SART &amp; SARB Teams</li> </ul>	

# Exhibit D

## FCUSD offers CTE programs in 10 Industry Sectors and 21 Pathways

<u>INDUSTRY SECTOR</u>	<u>PATHWAYS</u>	<u>SITES</u>
Agriculture & Natural Resources	Agriscience	<a href="#">CHS</a>
Agriculture & Natural Resources	Animal Science	<a href="#">CHS</a>
Agriculture & Natural Resources	Ornamental Horticulture	<a href="#">CHS</a>
Arts, Media & Entertainment	Animation	VdLHS
Arts, Media & Entertainment	Digital, Visual & Media Arts	FHS & VdLHS
Arts, Media & Entertainment	Film/Video Production	FHS & VdLHS
Arts, Media & Entertainment	Graphic Design	VdLHS
Arts, Media & Entertainment	Production & Managerial Arts	FHS and VdLHS
Building Trades & Construction	Residential & Commercial Construction	<a href="#">CHS</a>
Education, Child Development & Family Services	Child Development	VdLHS
Engineering & Architecture	Architectural Design	FHS
Engineering & Architecture	Engineering Design	FHS & VdLHS
Health Science & Medical Terminology	Biotechnology	VdLHS

<b>Health Science &amp; Medical Terminology</b>	<b>Patient Care</b>	<a href="#"><u>CHS</u></a>
<b>Hospitality, Tourism &amp; Recreation</b>	<b>Food Service &amp; Hospitality</b>	<a href="#"><u>CHS</u></a> and KHS
<b>Information Technology</b>	<b>Software &amp; Systems Development</b>	FHS and VdLHS
<b>Information Technology</b>	<b>Games &amp; Simulations</b>	FHS
<b>Manufacturing &amp; Product Development</b>	<b>Welding &amp; Materials Joining</b>	KHS
<b>Manufacturing &amp; Product Development</b>	<b>Product Innovation &amp; Design</b>	<a href="#"><u>CHS</u></a> , FHS & KHS
<b>Marketing, Sales &amp; Service</b>	<b>Professional Sales</b>	<a href="#"><u>CHS</u></a>
<b>Marketing, Sales &amp; Service</b>	<b>Marketing</b>	FLHS

The only CTE course potentially not open to all students in FCUSD is the Child Development pathway at Vista del Lago due to their enrollment limit.

# Exhibit E

## FCUSD Early College Credit Programs and Additional CTE Offerings

<u>FCUSD</u>	
<ul style="list-style-type: none"> <li>· <b>Formal Written CTE Articulation Agreements in place with the following:</b></li> </ul>	
o American River College	
o Cosumnes River College	
o Folsom Lake College	
o Modesto Junior College	
o Sacramento City College	
o Sierra College	
<ul style="list-style-type: none"> <li>· <b>CSUS ACE (Accelerated College Entrance) Program for the following high school courses:</b></li> </ul>	
<u>HIGH SCHOOL</u>	<u>CSUS</u>
CTE - Careers with Children 1 (VdLHS)	Human Development & Elementary Field Experience (CHDV 35)
CTE - Careers with Children 2 (VdLHS)	Human Development & Elementary Field Experience (CHDV 35F)

CTE – Computer Science & Programming (FHS)	Introduction to Program Logic (CSC 10)
CTE - Television Production (FHS)	Digital Film/Video Production (COMS 27A)
CTE - Television Production (FHS)	Digital Film/Video Production Laboratory (COMS 27B)
AP Government (VdLHS)	Essentials of Government (POLS 1)
AP Environmental Science (VdLHS)	Environmental Science (ENVS 10)
French $\frac{3}{4}$ (FHS & VdLHS)	Intermediate French 1 (FREN 2A)
AP French (FHS & VdLHS)	Intermediate French 1 (FREN 2B)
Spanish 3 (FHS & VdLHS)	Intermediate Spanish 1 (SPAN 2A)
Spanish 3 / 4(FHS & VdLHS)	Intermediate Spanish 1 (SPAN 2A)
AP Spanish (FHS & VdLHS)	Intermediate Spanish 1 (SPAN 2B)

German 3 (FHS)	Intermediate German 1 (GERM 2A)
AP German (FHS)	Intermediate German 2 (GERM 2B)
Speech and Debate 2 (FHS)	Introduction to Public Speaking (COMS 4)
<b>Advanced Education</b> Folsom Lake College	

### **Industry Certificates**

<b><u>Industry Certificates</u></b>	<b><u>FCUSD SITE</u></b>
e-Foodhandlers Card	CHS & KHS
ServSafe Manager	CHS & KHS
First Aid, CPR, AED Card	CHS
Autodesk	FHS
Customer Service & Sales (NRF Foundation Rise Up)	FLHS
Floral Design Certification	CHS
OSHA 10	CHS
HAAS CNC	FHS

### **Career Technical Student Organizations**

<b><u>CTSO</u></b>	<b><u>FCUSD SITE</u></b>
<a href="#"><u>DECA</u></a>	CHS & FLHS
<a href="#"><u>FCCLA</u></a>	CHS & KHS
<a href="#"><u>FFA</u></a>	CHS
<a href="#"><u>HOSA</u></a>	CHS & VdLHS
<a href="#"><u>SkillsUSA</u></a>	CHS, FHS, KHS & VdLHS