

Three Rivers Charter School

Board Meeting

Date and Time

Tuesday June 21, 2016 at 5:45 PM

Location

High School Classroom

Board meetings are held in public. The agenda provides any citizen an opportunity to directly address the Board under the section entitled "Community Comment" on any item under the subject matter jurisdiction of the Board that is not on the agenda. The Public will be provided an opportunity to address the Board on agenda items before or during the Board's deliberation. To request a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting, please submit your request in writing to the Executive Director or Board President at least 10 days before the scheduled meeting date. Any writings distributed either as part of the Board packet, or within 72 hours of a meeting, can be viewed at the school: 1211 Del Mar Drive, Fort Bragg CA 95437. In compliance with Government Code section 54954.2(a) Three Rivers Charter School will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the school at (707) 964-1128 at least 72 hours prior to the meeting.

Agenda

	Purpose	Presenter	Duration
I. Opening Items			
A. Call the Meeting to Order			1
B. Record Attendance and Guests			1
C. Approve Agenda	Vote		3
II. Community Comment			
A. Community Comment	Discuss		20
III. Reports			
A. Parent Network Representative	FYI		10
Mr. Coy to present overview of PTN meeting results.			
B. Student Representative	FYI		5
Student Rep to present overview of Student Council activities and issues regarding the student body.			
C. Teachers	FYI		5
Teacher classroom overviews provided to the Board with certain teachers present for questions or discussions.			
D. School Director	Discuss		60
Director to provide an overview of the school. Topics include Enrollment, Financial Condition, Outstanding Major Action Items, Facilities Report, Upcoming Events, Truancy Report, etc.			
E. Financials	Discuss		20
Ms. Tyler to present overview detail regarding financials			
IV. Discussion			
A. Determine Board Secretary	Discuss	Niki Chaves	10
Discussion and Selection of Next Board Secretary			
B. Review 16-17 Budget	Discuss	Roger Coy	30
Review Budget for next year			
C. New Contract with CSMCi	Discuss	Roger Coy	20
Discuss contract with CSMCi (Back Office Provider). 2 years, monthly charge from \$3500 to \$4000. Promised last time.			
D. Secure Record Procedure	Discuss	Roger Coy	20
Discuss procedures to be used when managing Personnel and Student Files			
E. CharterSafe - Business and Liability Renewal Package Review	Discuss	Roger Coy	20
Review insurance package for 16-17			

- | | | | |
|---|---------|--------------|----|
| F. Proposed Building 1 Review | Discuss | Roger
Coy | 30 |
| Discuss Proposed Building 1 Options and discuss Next Steps | | | |
| G. Application for Funding | Discuss | Roger
Coy | 20 |
| Conapp for REAP and for Educator Quality Spending including policy for Protected Prayer | | | |

V. Action Items

- | | | | |
|---|--------------------|------------------|---|
| A. Adopt Meeting Minutes | Approve
Minutes | | 5 |
| Minutes to be reviewed prior to meeting. | | | |
| B. Vote on Next Board Secretary | Vote | Jaimi
Parsons | 5 |
| C. Approve Budget for 16-17 year. | Vote | Jaimi
Parsons | 5 |
| D. CSMCi Contract Approval | Vote | Roger
Coy | 5 |
| E. Business Insurance Package Approval for 16-17 | Vote | Roger
Coy | 5 |
| F. Approve Conapp and Protected Prayer Cert. | Vote | Roger
Coy | 5 |

VI. Closed Session

- | | | | |
|---|---------|------------------|----|
| A. CEO Evaluation | Discuss | Jaimi
Parsons | 30 |
| Discuss with CEO and vote on contract. | | | |
| B. Teacher Contract Status Update | Discuss | Roger
Coy | 30 |
| Overview of the completed contracts and status for next year. | | | |
| C. Teacher-Parent Situation Review | Discuss | Roger
Coy | 15 |
| Update on situation and next action. | | | |

VII. Closing Items

- | | | | |
|---------------------------|------|--|---|
| A. Adjourn Meeting | Vote | | 5 |
|---------------------------|------|--|---|

Agenda Cover Sheets

Section: **III. Reports**
Item: C. Teachers
Purpose: FYI
Goal:
Submitted by:
Related Material: Teacher Write.docx

Section: **III. Reports**
Item: D. School Director
Purpose: Discuss
Goal:
Submitted by:
Related Material: DirectorReporttotheBoard 6-21-16.docx

Section: **IV. Discussion**
Item: B. Review 16-17 Budget
Purpose: Discuss
Goal:
Submitted by:
Related Material: TRCS 15-16 LCFF Budget - P2 - 5-13-16-4.xlsx

Section: **IV. Discussion**
Item: C. New Contract with CSMCI
Purpose: Discuss
Goal:
Submitted by:
Related Material: CSMCI Contract.pdf

Section: **IV. Discussion**
Item: D. Secure Record Procedure
Purpose: Discuss
Goal:
Submitted by:
Related Material:

Outline of Record Retention and Record Management Procedure for Student Files and Personnel Files.docx

Section: **IV. Discussion**

Item: E. CharterSafe - Business and Liability Renewal Package Review
Purpose: Discuss
Goal:

Submitted by:

Related Material:

Three Rivers Charter School.1276.CharterSAFEInvoice1617-3.pdf
Three Rivers Charter School.1276.CharterSAFEProposal1617.06-09-2016.pdf
16-17 Renewal Letter to the Membership.pdf
State of the JPA from CharterSAFE CEO - 2016-2017.pdf

Section: **IV. Discussion**

Item: G. Application for Funding

Purpose: Discuss

Goal:

Submitted by:

Related Material:

Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools.docx
TRCS - Conapp 2016-17 - pp.pdf

Teacher Write-Ups

1-2 Class

For the Board of Directors
June 2016

This school year went well, overall. Each of my four years here at TRCS has gotten easier and I have become a more effective teacher. This year, with more first graders than in past years, a major focus was teaching the beginning readers the basics and I believe we were successful. I am happy with the class's progress in writing paragraphs and, in reflection, I see that I need to spend more time on letter formation and handwriting next year. I used a new structure for Language Arts time called Daily 5 that I will continue and I learned how to shape it so it fits my classroom. We tied science and social studies concepts to language arts and math which I plan to do even more of next year. We also had some great field trips and the addition of swimming lessons was an enriching experience for the kids. Sarah and I continue to work well together and she is a huge asset. Sarah helped design and prep many art projects and we have our systems working smoothly. I am looking forward to working with the students who will be in the class again and it will be beneficial to start out already knowing half of the class. Also, having a new faces, a shift in behavior and dynamics and a fresh start will be most welcome.

On a whole school level I am happy with how the staff worked together this year. The climate has greatly improved since Mr. Coy's directorship and he has made positive changes. One change I would like to see is more resources allocated to the cleanliness of the school. The bathrooms are often unsanitary and lacking paper and soap and all the rooms need a deep cleaning, which should not be the teacher's responsibility. It is our obligation to provide a clean space for the kids to learn and we need to figure out how to do that better.

I hope you all have a great summer.
Thanks for your service!

Kim

3-4 Class

Board report:

I feel the third and fourth grade class covered a lot of academic ground in keeping with state and national standards.

I will miss my fourth grade, now fifth grade students! I am grateful for the support of the parents and volunteers in my classroom, and the support of the board.

I am hoping this will be the year we find "the right" aide in my class, as I see changing aides is challenging for the students. "The Right" aide I am hoping will help me with providing an increase of small group work with struggling students.

5-6 Class

Being a new teacher at a Charter School was very difficult for me at the beginning. It was hard for me to learn the culture of the school and how things ran. As the year progressed it got a little easier. I had some difficult parents and students along the way, but I was able to try to work things out.

Some changes I would like to see is a school wide discipline plan. There is none in place. (i.e. referrals, suspension, etc.) I would also like to see ongoing professional development throughout the year for the staff and administration.

Jr. High

I was really pleased with how this year went! Team teaching with Mrs. Kasperson is going great and my classroom is now one to one on technology. Having Steve as a math tutor to offer extra support was effective and I am hoping that next year we could get that support for EL students as well. Having math class in the storage unit worked and the new door is amazing, however we still need better lighting especially when we have to shut the door for rainy season. Ms. Jen also played a huge role in making this school year go smoothly and I am anxious to see who is going to be filling her shoes next year. Next year I would like to focus on creating a more effective elective period and more

rigorous pe program. Right now we are in Washington DC and having a blast! :)

High School

Not Available Yet



Three Rivers Charter School

www.Trchool.org

Phone: (707) 964-1128 Fax: (707) 964-1003

College of the Redwoods Campus
1211 Del Mar Drive
Fort Bragg CA 95437



Director Report to Board - June 21, 2016

School Overview:

- 16-17 Enrollment -currently is at 111 students. 29 on waiting list. Current Openings: 1-2: 4, 3-4: 4, 5-6:: 1, 7-8: 2, 9-12: 2
- Cash (May) - \$569K.
- ADA - 94.21 % (up trend) Target: 95%

Concerns:

- Facilities -
 - Update
- HR Issues -
 - All Evaluations/contracts completed
 - Benefits Completed Update
 - 3 Aides Vacancies
- Summer School

LCAP Programs

- Budget to be approved

Major To Do Actions:

- Complete enrollment - working
- Permit Container - working
- EOY Reports to district, county, state - working
- Lego Robotics Competition
- Set up Truancy Program for next year.

To Discuss:

- Charter Conference - March 20-23 2017



CSMC

*Charter School Management Corporation
Helping Charter Schools Succeed
Corporate Headquarters
40925 County Center Drive
Temecula, CA 92591*

May 31, 2016

Services Agreement for *Three Rivers Charter*

This Services Agreement (“Agreement”) for charter school business support services is between the Charter School Management Corporation (hereinafter referred to as “CSMC”) and *TRC* (hereinafter referred to as “Customer” or “you”). CSMC and TRC are each individually a “party” and sometimes referred to collectively as the “parties.”

The parties to this Agreement understand that this is an agreement whereby *TRC* desires to retain CSMC, because of CSMC’s expertise, prior experience and comprehensive service offerings, as they relate to *TRC* operation of one or more charter schools, and that CSMC desires to provide expertise for the benefit of *TRC* using its knowledge, skills, experience and abilities.



CSMC Scope of Service Summary

Summary of *Three Rivers Charter*

The following information regarding *TRC* operations, size and authorizing agency(ies) has been provided by *TRC*, and CSMC may rely on such information.

Number of schools = 1

Approximate number of students* = 120

Authorizing agency or agencies = Fort Bragg Unified

Summary of services offered within:

- Back-Office Services
- Charter Vision Access
- Fully Supported PowerSchool Services (as defined in Attachment A)
- CALPADS support (as defined in Attachment A)

Contract Period:

The Contract Period shall be *July 1, 2016* through *June 30, 2018*

Summary of Pricing:

Setup Fee = \$ 0

Ongoing Monthly Fee = \$ 4,000

*The pricing set forth above is predicated on CSMC's understanding of TRC's support needs, based on TRC's representations. If TRC's number of students is appreciably different from this number, CSMC will adjust its fees accordingly. With that principle in mind, CSMC will use reasonable efforts to modify elements of its program to accommodate TRC's changing needs.



CSMC Scope of Services

In order to support TRC, CSMC shall provide the following specific services (defined below as the “Services”):

1) Fiscal

- a) **Bookkeeping Support** – Utilizing an enterprise-quality bookkeeping system from Sage, one of the country’s largest bookkeeping software companies, CSMC will provide a complete bookkeeping solution to TRC. Specifically, CSMC will:
 - i) **Chart of Accounts** – Create a Standard Account Code Structure (SACS) and Generally Accepted Accounting Principles (GAAP) compliant and TRC tailored Chart of Accounts.
 - ii) **General Ledger** – Create and maintain SACS and GAAP compliant General Ledger. CSMC will modify, revise, and incorporate more or less detail in account code structure as requested by TRC.
 - iii) **Accounts Receivable** – Monitor receipt of revenues tied to budget and expected entitlements. Includes all collection activities necessary to obtain past due funding.
 - iv) **Accounts Payable** – Process all vendor invoices and payments. Includes utilizing GAAP system for verification, approval, and payment. System includes utilization of AP batch approvals, and check register reviews. Includes preparation of all 1099’s.
 - v) **Fund / Restricted Accounts** – Track restricted revenues (e.g. Title I) and/or other revenues client requests in writing that CSMC separately track (e.g. parent fundraising) and corresponding expenditures via unique account coding to yield separate net income / loss per account.

2) Payroll

- a) **Payroll setup** – Based upon the payroll information from TRC, CSMC will enter each full- and part-time employee into an enterprise-class payroll service, for purposes of calculating appropriate withholdings, taxes and other deductions. TRC will be responsible for paying the payroll service’s fees directly.
- b) **Payroll processing** – Includes updating, maintenance, and regular, emergency and special payroll entry, as requested by TRC. Payroll processing includes all of the following:
 - i. Complete STRS and PERS reporting through the County Office of Education.



Please note that some Counties or Districts charge a fee to charter schools to transmit STRS and PERS information to the STRS and PERS systems. If the county or district charges such a fee, TRC will be responsible for paying this fee directly.

- ii. Voluntary Deductions (e.g. 403(b))
 - iii. Distribution of pay warrants and direct deposit administration
 - iv. Distribution of W2's
 - v. Processing of Worker's Compensation
 - vi. Salary adjustments
 - vii. Verify Budget Numbers, Dates and Rates of Pay
 - viii. Prepare and Maintain Annual Calendars
 - ix. Process Exit Forms (resignations, terminations, etc.)
- c) **Insurance services and coordination** – CSMC will act as the bookkeeping liaison for workers compensation and Health and Welfare policies. CSMC will assist in the selection of insurance service providers (if requested by school), emphasizing selecting a provider that will provide high value support to the charter school.
- d) **Credential and TB Tracking** – If client makes a written request, CSMC will provide tuberculosis and credential checks and implement monitors and alerts to ensure teachers' credentials and TB clearances are up to date, valid, and provide notice when expired. Client must provide a desire for this service in a separate written request.

3) External Reporting

- a) **Preparation and data submittal of required budget reports in SACS format** – includes 1st Interim, 2nd Interim, next year proposed, and unaudited actual to district, county and state entities.
- b) **Attendance** – includes preparation and data submittal of Period 1 (P1), Period 2 (P2), and annual (P Final) attendance reports to district, county and state entities.
- c) **Audit** – CSMC will act as the lead point of contact with TRC's auditor and will work with the auditor through finalization of the audit report. Based on completion of consolidated financial statement audit, CSMC will coordinate the preparation and submission of Federal Form 990 and California Form 199 by applicable deadlines with external accounting firm.
- d) **Categorical program budgeting and oversight** – separate fund tracking for all



restricted or categorically relevant programs.

- e) **Consolidated Application** – If TRC wishes to apply, CSMC will complete Parts 1 and 2 of the No Child Left Behind Consolidated Application, which is used to apply for federal Title funds (e.g. Title I). Additionally, CSMC will provide assistance during the audit required by the Single Audit Act of 1984.
- f) **National School Lunch Program (NSLP)** – If your school participates in this program, CSMC will assist with NSLP bookkeeping, submission of monthly food program reimbursement forms and completion of required annual reports. If client wishes for CSMC to assist with NSLP, client must request so in writing and notify CSMC that client is in participation of the program.
- g) **CBEDS** – Assist schools in the completion of their School Information Form for Independently Reporting Charter Schools CBEDS annual survey.
- h) **General Reporting** – includes any necessary grant, award, program, state, county, and district report related to financial, or operating activity. This section does not apply to CALPADS data reporting.

4) Internal Reporting and Budgeting

- a) **Budgeting/Cash Flow** – CSMC collaboratively with TRC shall develop and modify both current and future year budgets and pro forma cash flow models. All state mandated development and adoption timelines shall be incorporated into the planning process. At least one budget revision shall occur each year upon certification of the P1 report. Other modifications are to be performed as necessary or requested by TRC, including for strategic planning purposes. In today's challenging economic times, it is crucial that the budget is constantly reviewed and modified as needed; therefore, **there are no limits to the number of budget revisions that may be requested by TRC.** Cash flow timing and Budget to Actual reporting on a monthly basis shall be reported to TRC.
- b) **Internal Monthly Reporting** – Please note that CSMC's Charter Vision® web portal (described in item #5 below) provides anytime, anywhere client access to dozens of detailed financial reports. In addition to this, CSMC will create and send to TRC *monthly* reports including:
 - i) Budget to actual income statement
 - ii) Balance sheet
 - iii) Cash flow projections
 - iv) Fiscal analysis and commentary as applicable



- c) **Board Meeting Support** – CSMC’s School Business Manager will be available as requested for TRC’s board meetings to present financial reports and/or answer financial questions (by teleconference or in person). There is no limitation to the number of times TRC may request the School Business Manager’s attendance – on average, CSMC’s clients tend to request the School Business Manager’s presence every other month. Additionally, CSMC will provide your board of directors with training and access to our Charter Vision system. This will allow the board to retrieve financial statements and “board reports” 24 hours a day, 7 days a week.

5) **Charter Vision®**

- a) Charter Vision is CSMC’s online, client-specific business information portal. Charter Vision has your school’s latest and detailed financial metrics and reports, upcoming deadlines, shared document templates, latest announcements, and upcoming deadlines. Access this portal anywhere, anytime. CSMC believes this is a great tool for increasing access and transparency to internal constituents. For instance, charter school board members can access the latest board and financial reports directly through Charter Vision. School may add as many licenses and grant access to an unlimited number of people at **no charge**.

6) **Policies**

- a) **Fiscal/Operating Procedures** – With the collaboration of TRC, CSMC will assist in the development and maintenance of fiscal and operating procedures and control policies.
- b) **Safety Manual** – With the collaboration of TRC, CSMC will develop and maintain a complete and compliant Safety Manual.

7) **Client Support**

- a) **Client Support** – At TRC’s written request, CSMC will provide assistance with funding, budgeting, strategy, fiscal control, or other operational/financial questions or issues.

8) **Charter Development and GRANTS Administration**

- a) **Grants** – Track direct and allocate costs to grants.
- b) **Charter Renewal** – On a separate fee basis, CSMC will assist with a charter petition for renewal.



9) Student Information System (SIS)

a) PowerSchool Premier – PowerSchool is the market leader for SIS products. CSMC assists with the implementation, maintenance, troubleshooting, and updating. CSMC provides an ongoing program to assist you with your charter school operations. CSMC’s support will not only dramatically ease your implementation of PowerSchool, but lower your overall support and operational costs. CSMC’s support consists of but not limited to:

- i) Initial Product Roll out**
- ii) Initial Product Training**
- iii) On Going Maintenance & Support**
- iv) Access to CSMC Help Desk**

See Service level agreement (Attachment A) for specifics

10) CALPADS State Reporting Services – Full-Service CALPADS Support - CSMC and TRC agree to discuss specifics regarding CALPADS support and shall memorialize the specific level of service for such support in a separate agreement.

Fees

One-Time Setup Fee – \$ 0

This fee includes all of the activities necessary to get your information into the CSMC system to enable the above services. This includes such information as:

1. Exporting information from your current bookkeeping system (if you are an operating charter school) or gathering initial bookkeeping information (if you are a new school) into our enterprise-quality software system
2. Working with you to input all of your employees’ personal- and compensation-related information into our payroll system
3. Identifying all of the revenue programs your school is possibly eligible for, assisting you to make strategic decisions about which ones to pursue, and helping you to apply to any you might have missed to ensure your school receives as much revenue as possible
4. Projecting your cash flow needs for the upcoming contract period and helping you start identifying possible ways of surviving any gaps



5. Identifying which financial reports you would like to see on an ongoing basis to help you make the best strategic decisions and keep other stakeholders informed
6. Assessing your current operational and financial policies, comparing them to current best practices, and improving those that need to be updated
7. Ensure that you are comfortable with how CSMC will support you and answer any of your initial questions

Scope of Specific Services

The specific services, work and tasks set forth above shall collectively be referred to as the “Services.” CSMC shall only be required to perform the Services, and shall not be required to perform any services, work or tasks other than the Services. If CSMC does perform services, work or tasks other than the Services, CSMC will not be required to do so in the future, and CSMC may with the consent of Customer seek reimbursement or payment from Customer for such services, work or tasks. Each agreement is different, and Customer acknowledges and agrees that the Services that CSMC is required to perform under this Agreement do not include all of the services CSMC has the ability to perform, and specifically does not include every service referred to or listed in CSMC’s website (www.csmci.com) or other materials.

Ongoing Fee for Services

In addition to the One-Time Set-Up Fee, TRC shall pay to CSMC monthly installments of \$ 4,000 beginning in July 1, 2016. This fee shall cover payment to CSMC for the Services. TRC shall pay this ongoing fee for the Services until the expiration or termination of this Agreement, at which time TRC shall within 15 days pay CSMC any unpaid monthly fees for Services. TRC will promptly pay to CSMC the amounts set forth in this Agreement upon receipt of each monthly billing statement. Customer’s payment obligation is absolute, and Customer may not withhold or deduct payment for any reason.

Term of Agreement

Setup will begin on or around July 1, 2016 and will last for all of that month.

The term of this Agreement and CSMC’s obligation to perform the Services will begin on July 1, 2016 (“Start Date”) and will be deemed automatically renewed on the annual anniversary of the Start Date, unless either party provides the other party with written notice 45 days in advance of the next anniversary of the Start Date of its intent to not renew this Agreement. If CSMC does not physically receive such a notice of non-



renewal prior to or on the 45th day before the next Start Date, then CSMC may rely on the automatic renewal of the term of this Agreement. However, in no event shall the term of this Agreement exceed the charter of TRC.

Parties – No Agency

This Agreement is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent contractor between CSMC and TRC. CSMC shall be free to provide similar services for other clients.

Communication Between the Parties

TRC will direct all communication to the CSMC Account Manager and CSMC will direct all communication to TRC's designated primary contact, unless either party designates another representative and provides written notification of the change to the other party. CSMC agrees to keep all communication and work product with TRC confidential to the allowable extent of State and Federal Law.

Parties Are Sole Obligors

This Agreement is entered into by the TRC for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, shareholder or director of TRC shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to TRC for payment or performance of the obligations required under this Agreement. Likewise, TRC agrees that no employee, executive, shareholder or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that TRC may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Customer, and will not be required to perform work or services to any company or person affiliated with Customer.

Document Retention

Customer agrees that it will be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Customer agrees to retain, and not destroy, its records for the duration of any period mandated by applicable laws. CSMC shall retain its files for 3 years, after which time CSMC shall destroy its files unless Customer requests in writing that CSMC retain files for shorter or longer retention period.



No Guarantee – Limitation to Services and Exclusion of Liability for Other Work

CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by TRC. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by TRC during CSMC's performance of its Services under this Agreement. TRC understands and agrees that it is retaining CSMC to perform only those Services listed above and defined in this Agreement as the Services. TRC agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task or work not included within the definition of Services.

No Liability for Referral

The Services which CSMC is required to perform under this Agreement do not include referring Customer to any other service provider, person or company. However, from time to time, customers sometimes seek a referral from CSMC. Customer acknowledges and agrees that if it seeks a referral from CSMC, Customer shall be responsible for interviewing, researching, and retaining any such service provider, person or company; and Customer shall rely on its own assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Customer.

CSMC's Right to Rely

In performing the Services under this contract, CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided to CSMC by TRC, its directors, officers, employees and agents. CSMC shall not be expected to, and TRC may not rely on CSMC to, disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Customer. TRC understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in TRC's internal controls as part of CSMC's provision of Services under this Agreement. In addition, TRC shall have the responsibility to promptly notify CSMC of any material change in TRC or TRC's operations that might impact CSMC's ability to provide the Services under this Agreement.

Assignment

This Agreement is not assignable without the written consent of the parties hereto.

TRC's Direction - Indemnification



TRC acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of TRC. TRC retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rest entirely within the discretion and control TRC. To the extent that TRC properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold TRC and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify TRC against claims, demands or suits based upon intentional or negligent acts of TRC, its agents, officers or employees.

Professional Services Exclusion

Customer acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and that those and other licensed professional services are not included within the Services which CSMC is required to provide under this Agreement. Customer agrees to consult a lawyer and/or licensed accountant if Customer seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services.

Charter Revocation, Notice to Cure, or Closure

Unless included within the definition of Services for which CSMC is responsible under this Agreement, CSMC shall not be responsible to do any work or perform services related to any charter revocation, notice to cure or related notices; nor shall CSMC be responsible for doing any work or performing any services related to any closure of any school operated by Customer.

Customer's Premises/Facilities

Customer agrees that it, and not CSMC, is responsible for the physical premises and facilities Customer operates, including whether those premises/facilities comply with the American Disabilities Act and any other applicable statutes or regulations. Customer is responsible for complying with all applicable health and fire code requirements and zoning laws. Customer shall maintain all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances.

Customer's Insurance Responsibility



Customer represents and warrants that it has obtained property general liability insurance, workers' compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability.

No Employee Raiding

Customer recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial expense in recruiting and retaining qualified personnel. Customer agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC during the term of this Agreement and for period of one hundred twenty (120) days after such person's termination of employment with CSMC. Customer agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if Customer breaches this provision, Customer will pay to CSMC liquidated damages fixed at twenty-five percent (25%) of the CSMC employee's yearly compensation, or projected yearly compensation, at the time of any such breach.

Termination of Agreement

TRC may terminate this Agreement without cause by providing written notice of cancellation to CSMC at least 30 days prior to cancellation. Within 15 days of transmittal of a cancellation notice, TRC shall pay to CSMC all unpaid fees and TRC shall reimburse CSMC for all costs incurred by TRC to provide the Services. The parties agree that those reimbursable costs would be difficult to calculate and therefore agree that if TRC terminates this Agreement without cause within the first year from the Start Date, TRC will pay to CSMC as liquidated damages fees equivalent to three months of the standard monthly fee for Services. If TRC terminates without cause in year two following the Start Date, the liquidated damages payable to TRC shall be two months of the fees for Services. TRC may terminate the Agreement without cause and without paying liquidated damages at any time following the second anniversary of the Start Date. CSMC may terminate this Agreement at any time without cause and without liability by providing TRC written notice of cancellation 30 days prior to termination. However, if TRC terminates this Agreement for cause (e.g., due to lack of payment), TRC need not provide advance notice of cancellation.

Sole and Entire Agreement

This Agreement sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal



modifications, additions, or deletions from this Agreement shall be permitted. All changes to this Agreement must be made in writing and signed by both parties.

Governing Law, Arbitration and Time-Bar on Claims

This Agreement shall be construed in accordance with the laws of the State of California. CSMC and TRC agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in Orange County, California. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law.

Severability

The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable.



Notice

Any and all notices required under this Agreement shall be delivered by overnight mail by a nationally recognized carrier to the following addresses:

CSMC HEADQUARTERS
Attn. Mr. Sandro Lanni
40925 County Center Drive
Suite 110
Temecula, CA 92591

Three Rivers Charter
Roger Coy
1211 Del Mar Dr.
Fort Bragg, CA 95437

Signatures

CSMC

Customer

Sandro Lanni, President
CSMC

Roger Coy,
Three Rivers Charter

Date: _____

Date: _____



Attachment A

CSMC Help Desk

Service Level Agreement

Version	Date	Description	Author
3.0	1/20/2015	Service Level Agreement	Sarkis Gharibian

(By signing below, all Approvers agree to all terms and conditions outlined in this agreement)

Approver/Stakeholder	Role	Signed	Date
Roger Coy	Primary Point of Contact ("PPC")		
Sarkis Gharibian/CSMC	Director of Compliance & Student Data		



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1.0 Agreement Overview

1.1 Introduction

This document represents a Service Level Agreement (“SLA” or “Agreement”) between Charter School Management Corporation (“CSMC”) and “Customer” for the provisioning of services required to support one or more aspects of the school’s operational capabilities. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all “Help Desk” services covered by CSMC.

1.2 Purpose

The purpose of this Agreement is to ensure that proper elements and commitments are in place to provide a consistent and high-quality service delivery to the Customer by CSMC. This document identifies the service goal needs of the Customer, identifies the various service components provided by CSMC, and serves to manage the expectations of both parties. Service level agreements help to avoid potential disputes and/or conflicts by providing a shared understanding of customer needs, CSMC capabilities, and anticipated support requirements.

1.3 Data Security

We believe that working with a large company such as CSMC is what sets us apart from a consultant. CSMC has been in business for over 13 years, has strict employee screening policies, and is completely insured.

Your PowerSchool instance and information is protected by the following precautions:

- Your PowerSchool instance is only accessed when directed by the school in effort to solve a ticket or to gather information for a state compliance reports.
- There is no information stored at CSMC (nothing is printed, all NSLP lunch forms, and medical records are stored at the school site with no access by CSMC).
- CSMC does not assign users to your PowerSchool instance unless directed by the schools Primary Point of Contact. All security rights in the system are assigned by the system administrator.
- When CSMC Help Desk employees are terminated or leave – all passwords are immediately changed and their access is eliminated from all areas.

CSMC takes the privacy of student data extremely seriously.

1.4 Goals & Objectives

The goal of this Agreement is to obtain a mutual understanding of the support services CSMC will offer the Customer. The objectives of this Agreement are to:

1. Provide clear guidance to the roles & responsibilities of both CSMC and the Customer in regards to the utilization of the Help Desk services.
2. Present clear, concise, and measurable descriptions of each service provision to the customer.
3. Describe “Best Practices” for utilizing CSMC Help Desk services.
4. Provide opportunities for feedback to the Customer and for the Customer to provide formal written feedback to CSMC.
5. Offer guidelines for data collection and population to successfully meet state reporting deadlines and requirements.



The CSMC Help Desk acts as a central point of contact for all issues related to student data support services (e.g. non-financial or legal) offered through CSMC including, but not limited to, student information systems, assessment systems, state reporting, and other items as specifically identified in this agreement. This agreement also includes provisions for resolution of disagreements specifically related to the Help Desk. Finally, this agreement also describes the costs for additional (“Extended Services”) that are offered on a per-item fee basis outside of the primary support contract, should the Customer desire to utilize these additional services.

Questions related to financial matters, legal issues, budgeting, accounts receivable and payable, human resources, etc. should NOT be directed to the CSMC Help Desk but should instead be directed toward either your CSMC Account Manager (AM), your CSMC School Business Manager (SBM), or directly to CSMC leadership. These matters are specifically NOT covered under this Help Desk Service Agreement.

All questions related to this Service Level Agreement should be directed to:

Sarkis Gharibian
Director of Compliance & Student Data
Charter School Management Corporation
sgharibian@csmci.com

Questions related to other services NOT covered by this Service Level Agreement should be directed to:

Ryan Shook
VP, Operations
Charter School Management Corporation
rshook@csmci.com



2.0 Customer Responsibilities

2.1 Data Integrity

DATA INTEGRITY REMAINS THE LEGAL RESPONSIBILITY OF THE SCHOOL.

CSMC is **not** responsible for data submitted after set deadlines, for inaccurate data posted to a school's student information system, or for missing data. Schools retain the legal responsibility for populating their data systems with accurate and up-to-date information. If CSMC is tasked to upload data to any system, it remains the sole responsibility of the school to validate and verify the accuracy of all data before and after each upload. Schools are responsible for populating their data systems with accurate data **IN ADVANCE** of known deadlines and recognize that incomplete and inaccurate data may adversely affect the School's ability to provide accurate state and attendance reports, and may negatively impact available funding. Schools are required to approve, certify, and sign off on all state reports prior to each certification.

2.2 CALPADS Student Data

Schools are required to enter into PowerSchool all of the State required information for each actively enrolled student. In order for CSMC to be able to provide CALPADS services and guarantee successful and timely submissions we ask that schools enter all of the required information upon entering a new student into PowerSchool.

CSMC, in partnership with Cherryland Software, developed a custom validation tool that is installed on all of our clients PowerSchool servers. The tool can be found under the "Special Functions" menu. This page must be routinely monitored by appropriate school personnel to ensure that there are no key pieces of data missing.

2.3 Authorized Technical Contacts

CSMC's number one priority is to protect the data of your school. In order to prevent unsolicited or unwarranted persons from contacting our Help Desk, we require schools to submit a list of Authorized Technical Contacts (ATC).

ATC's have unlimited Help Desk support via phone, email, and web portal. Each time an ATC contacts the Help Desk by phone they will be asked for a customer number and for their name for verification purposes. If the Help Desk receives a call from unauthorized school personnel they will be directed to contact their Primary Point of Contact. The Primary Point of Contact assigned in this Service Level Agreement can contact the Help Desk to add/remove ATC's at any given time.

2.4 Service Requests - Abandoned Tickets

Often times a CSMC representative will need to submit a follow up question to gather more information about an issue from an Authorized Technical Contact. If a response to a follow up is not received within 7 business days, the ticket will automatically be closed and considered resolved. The Authorized Technical Contact will still have the opportunity to re-open the ticket by simply replying to the closed ticket notification.

2.5 PowerSchool User Access

School personnel are responsible for managing PowerSchool administrator and teacher accounts. CSMC provides training on adding and deactivating staff members as well as cheat sheets and video tutorials on this very specific process. It is important that this is managed precisely to ensure that your PowerSchool database is



secure and only authorized staff members have access at all times. As staff members leave or are terminated their PowerSchool accounts should immediately be deactivated as a security measure.

2.6 Supplemental System Access

In order for CSMC to provide direct assistance with CALPADS, CBEDS, and the 20 Day Attendance Report we will need the appropriate login credentials. It is the schools responsibility to provide CSMC with the following:

- CALPADS User Account with full privileges
 - CSMC does NOT maintain the CALPADS LEA Administrator Account. The LEA Administrator account is the only account that has the ability to add additional users and is usually assigned to the school administrator. Since CALPADS passwords expire every 90 days it will be the schools responsibility to maintain their access after providing CSMC with their own account. If the LEA Administrator password expires, he/she will need to contact the CDE directly to have their password reset.
- LEA CBEDS Username and Password
- PENSEC Pin

Please note that without access the school holds responsibility for ensuring completion of each item above.

3.0 CSMC Scope of Service

CSMC's Help Desk offers a specific, but limited, array of support services for Schools. Our catalog of services includes essential services that are often too complex or costly for smaller schools, CMO's, or school districts to maintain in-house.

The following services are covered by this agreement:

3.1 Help Desk Support

Email:

Authorized Technical Contacts can send a detailed email to helpdesk@csmci.com explaining the issue(s) you are experiencing. The email will automatically be entered into our Help Desk ticketing system. When describing the issue, mention as much information as possible. Name of the report you are running, parameters you are setting, and screen shots will help us answer your questions quicker.

Web Portal:

Requests can be submitted by Authorized Technical Contacts online via the Help Desk Web Portal (<https://csmc.zendesk.com>). This method gives you the ability to track progress of all tickets submitted in one centralized location. You'll also have access to our online community forum filled with lots of helpful tips and videos.

Telephone Support:

Assistance is available from 8:00 AM to 5:00 PM (PST), Monday through Friday, except when CSMC is closed due to observed federal holidays, administrative closings, inclement weather, or security



concerns. Phone coverage may not be available at all times due to staffing limitations or select holidays. If the Help Desk receives a call from an unauthorized person they will be directed to contact the Primary Point of Contact to request authorization. The Primary Point of Contact can email the Help Desk to add/remove Authorized Technical Contacts at any time.

3.1.1 Help Desk Priorities & Response Time

The Help Desk will use the following guidelines in prioritizing requests and will strive to begin working on the problem within the target timeframe. Actual response times may be shorter or longer depending on the volume of requests at any one time. The priority given to an incident is determined by a combination of its impact and urgency. The definitions below are used to establish the priority.

Impact	Criteria	Target Response Time
Critical	A "Key Service" has failed or is degraded affecting 20 or more users, or is mission critical and there is no workaround available	One business Day
High	A "Key Service" has failed or is degraded Affects one to five individuals; no workaround available	Initial response within three working days
Moderate	A non-key service has failed or has degraded. Affects fewer than five people; workarounds available	Initial response within ten working days
Low	No affect on productivity, or unsupported software or services	Best effort as time allows

In addition to the impact level of an issue, CSMC also considers the Urgency of each request based upon the following three levels:

Urgency	Definition
High	Requires Immediate Attention
Medium	Requires resolution in near future
Low	Does not require significant urgency

As a result of evaluating the impact and urgency of each support ticket, we then categorize them on a one to five point scale, as indicated below:

Priority	High or Critical Impact	Medium Impact	Low Impact
High Urgency	1	2	3
Medium Urgency	2	3	4
Low Urgency	3	4	5

Please note that Help Desk requests submitted via the phone are simply turned into written email tickets for tracking purposes. Submitting a written request eliminates the time required for a support staff member to write a new ticket, and may actually increase response time. Therefore, all Customers are STRONGLY encouraged to submit written help desk requests when appropriate.

3.2 Remote Assistance

CSMC uses Remote Desktop, GoToMeeting, or GoToAssist as available and phone support to allow our support staff to access the Customer's computer screen to diagnose problems, provide one-on-one training, or for webinars.



3.3 Integration of Third Party Applications

CSMC will assist with the implementation and integration of third party applications that are PowerSchool compatible. CSMC cannot provide support for issues that may arise that are due to product defects or developed by user error. It will remain the responsibility of the School to communicate directly with the vendor to work those issues out. CSMC will work within the constraints of PowerSchool in ensuring that integration is setup as stated in the application setup guide.

3.4 On-Site Trainings

To ensure your school success, our contract includes (1) Administrator training and (1) Teacher training. For every subsequent year you will receive (1) Teacher training by request only.

Administrative Training Topics Covered:

- Finding your way around PowerSchool
 - Signing in, enrolling students, searching for students, conducting searches, changing demographic information, printing reports for individual students, searching for staff members, changing staff information, inactivating staff members, etc.
- California State Reporting Information
 - Entering required student demographic information, English learner and immigrant information, entering lunch eligibility program records and other program information, creating discipline records, utilizing the validation tool to prepare for submissions, etc.
- Running Reports out of PowerSchool
 - How to run daily, weekly, and monthly attendance reports, how to do a quick export of student data, how to search for perfect attendance, how to check for teacher attendance submission status, how to run gains and losses audit report, etc.
- Scheduling Students
 - How to view and modify an individual students schedule, how to drop a student from a class, how to add a student to a class, how to mass enroll students into classes, how to print student schedules, etc.

Typical attendees of the Administrative training include Administrators, Principal, Office Staff, Counselors, Registrars, Secretaries, Special Education Coordinators, and Lunch Staff.

Teacher Training Topics Covered:

- Logging in to take attendance vs. logging in to gradebook
- Taking attendance, viewing student pages, and printing reports
- Creating Assignments
- Entering Grades & Comments
- Linking Grades to Standards
- Creating Categories & Student Groups, etc.



All teachers **AND** at least one administrator should attend the Teacher training. It is very important that a school administrator be present at the teacher training. Often times, trainees are asked questions related to school policy that only an administrator can answer. Having an administrator on hand will help solve this problem and at the same time, set the tone for all staff attending.

Following the trainings, Authorized Technical Contacts at each school will have unlimited Help Desk support which includes remote assistance. If, however, an additional on-site training is preferred CSMC offers customized Administrative and Teacher trainings as an extended service (See Extended Services, pg 19-21).

3.5 Planned or Emergency On-Site Assistance

CSMC may be contracted for special on-site assistance during unique circumstances or events. Please note: additional hourly or daily rates may apply.

3.6 PowerSchool Student Information System (SIS)

CSMC's PowerSchool Support is defined by three phases; (1) Initial Product Implementation, (2) Ongoing Support, and (3) "Extended Services (Fee-Based)". Each category is described in greater detail below.

Initial Product Implementation (IPI):

Initial Product Implementation services include all of the basic elements required to get a PowerSchool instance started and maintained throughout the year. This type of support is always offered to schools in their first year of operation. IPI includes both district and school level setups.

District Setup will include the following items – as required:

- Calendar Membership Types
- Citizenship Codes
- District Info
- Districts of Residence
- Entry Codes
- Ethnicity Codes
- Exit Codes
- Fee Categories
- Log Types/Sub Types
- Special Programs
- Schools/School Info
- Grade Scales
- GPA Calculations (non-custom)
- Test Scores
- Miscellaneous
- District settings required by state
- Log Entry Fields

School(s) Setup will include the following items – as required:

- Attendance Codes
- Attendance Code Categories
- Attendance Conversions
- Class Rank
- Current Grade Display
- Final Grade Setup
- Full-Time Equivalencies
- Preferences
- Bell Schedules
- Calendar Setup
- Activities
- Balance Alert
- Fee Types
- Miscellaneous
- Sub Login Settings
- School settings as required by state
- GPA Student Screens
- Honor Roll
- Final Grade Entry Options
- Days
- Graduation Sets
- Next School
- Periods
- Rooms
- Years & Terms



Ongoing Support

Ongoing PowerSchool support includes all elements covered in the Initial Product Implementation and includes a comprehensive checklist and system scan to ensure state reporting compatibility. Ongoing support is typically provided to schools that have already implemented PowerSchool and are looking to maximize their usage of the system.

Extended Services

(See Extended Services, pg 19-21).

3.7 PowerSchool Server Hosting

Server management plays an important role in smooth operation of your PowerSchool instance. It helps in scalability, performance, and capacity of your site. The three most common options for hosting your PowerSchool server are; (1) Self-Hosting, (2) Pearson Hosting, and (3) CSMC Hosting.

Self-Hosting: PowerSchool 7 supports a Windows configuration using 64-bit hardware with a Windows Server 2008 R2 64-bit Standard Edition operating system. As a self-hosted school, you are responsible for all PowerSchool and state reporting version upgrades, ensuring your hardware meets the stated minimum requirements by Pearson, monitoring system stability and security, and performing routine maintenance.

Pearson Hosting: If your PowerSchool instance is hosted through Pearson's Hosting Service they will provide regular upgrades for your PowerSchool server as well as state reporting updates. All PowerSchool installations are hosted on a secure, off-site storage facility that is backed up nightly. Each data backup is stored for up to 7 days to protect you from the possibility of data loss.

CSMC Hosting: CSMC will host your data on our secure, top of the line servers which includes daily backups of your data, regular software and server maintenance, and upgrades to the latest version of PowerSchool and state reporting. CSMC will restore or migrate your data up to four times per year up to 7 days after a data loss event. Whether it is hardware failure, human error, or the need to refresh a non-production instance, we can restore or migrate your data fast and effectively.

3.8 SIS Conversions

CSMC will provide the Primary Point of Contact or the schools conversion project leader with import templates to complete for various tables within the PowerSchool database. The school is responsible for extracting the required data from their old Student Information System (SIS) and onto the provided templates. The integrity of the data will always remain a school responsibility so it is recommended to verify the data. Files must be saved in either CSV or XLS format and emailed to the Help Desk. CSMC will review and format as needed prior to importing into PowerSchool.

Most Common Imports:

- Students
- Staff
- Courses
- Sections
- Historical Grades

It is important to keep in mind that not all student information systems are built equal and that data conversion projects usually take 3-4 months depending on the amount of data being converted. Please take this into



consideration when deciding on when to terminate your contract with your previous student information system. CSMC's priority is to ensure that your school is ready to operate before your first day of school.

CSMC can only work within the constraints of PowerSchool. If, for example, your previous student information system had features that do not exist in PowerSchool we will first look for the best cost-effective resolutions to meet your school's needs. If none are available, you have the opportunity to consider our extended services in HTML/Page Development (See page 19-21).

3.9 CALPADS

There are over 100 data entry points within PowerSchool that are required for the various submission phases of CALPADS. CSMC will install a custom CALPADS validation tool within your PowerSchool server that makes it incredibly simple for office staff to locate errors, make corrections, and assess overall CALPADS readiness all on one screen. CSMC assists you through the entire CALPADS process from extracting your files, uploading your data, and correcting all certification errors for you.

CALPADS Services Offered:

- Preparation of all four Fall 1 extracts per school (SENR, SINF, SELA, SPRG) for import to CALPADS.
- Preparation of all four applicable Fall 2 extracts per school (SDEM, SASS, CRSE, SCSE) for import to CALPADS.
- Preparation of all five applicable EOY extracts per school (CRSC, SCSC, SDIS, SWAV, SCTE).
- Install CSMC custom CALPADS Validation Tool onto your PowerSchool server.
- Correct all submission errors and post each extract per submission cycle.
- Correct all fatal certification errors to ensure certification for Fall 1, Fall 2, and EOY.
- Provide Primary Point of Contact with Direct Certification Report.
- Provide Primary Point of Contact with CALPADS ODS Foster Youth Report.
- Communicate with school and neighboring districts in resolving Concurrent Enrollments, Multiple Identifiers, and Exit Reason Discrepancies to ensure certification.
- Create new SSID's and exit transferred students on CALPADS on a weekly basis.
- Provide Primary Point of Contact with all aggregate reports and a sign off sheet with each of the three submissions.
- Work with Primary Point of Contact before and during amendment window in correcting any data entry errors.
- Test Operation Management System (TOMS) Integration and Monitoring
- Configure Student Test Registration TOMS
- Demographic Data Corrections for Accountability Reports
- CBEDS Submission

3.10 Attendance Reporting (P-1, P-2, P-Annual)

CSMC will provide direct assistance to back office clients with P Reports. The school is responsible for communicating the district deadlines and report parameters. CSMC will provide the school with the P reports for verification prior to submitting it to the authorizing offices. The client is responsible for entering student



attendance and the student data required for accurate reporting, such as: entry date, exit date, class enrollment, grade level, special program enrollments and district of residence for each student.

3.11 Charter 20 Day Report

CSMC will provide back office clients direct support with the completion and submission of the 20 Day Advance Apportionment report. CSMC will provide the client with the report prior to submitting it to the state via the online portal. It is the client's responsibility to provide CSMC with the log in credentials and deadlines set by the authorizing office. The client is responsible for entering student attendance and populating the student data required for accurate reporting such as: entry date, exit date, class enrollment, EL classification and for identifying the students that are "economically disadvantaged".

3.12 Local Data Requests

Local county or district offices may request student data from time to time and the complexity of the requests often vary from a simple export of student demographics to cross table comparison reports. CSMC will always provide you with extracts of what is available in your PowerSchool server, however, some requests may involve merging data from multiple systems into one cumulative summary report. In these cases, CSMC will extrapolate and provide you with the PowerSchool information you need in a workable format. The school will remain responsible for merging the data from the other systems and submitting the report to the requester. Due to the time consuming nature of completing such data merge projects CSMC can provide assistance in performing vlookups, pivot tables, and charts as an extended service (See Extended Services, pg 19-21).

3.13 Pre-ID Label Files (CELDT, CAHSEE, STAR)

CSMC provides assistance in creating a Pre-ID template using the data that is entered on PowerSchool and uploading the data to the Pre-ID vendor portal. The School is responsible for purchasing test materials/labels and for ensuring the data on PowerSchool is accurate. The School is also responsible for submitting a ticket for any Pre-ID requests 3 weeks in advance in order to allow enough time to extract, format, review, submit, and clear validation errors prior to the submission deadline. See steps below.

A. School is responsible for material orders and Pre-ID purchase order numbers. Customer is required to provide Pre-ID purchase order number and login credentials to CSMC before Pre-ID files can be uploaded to the corresponding Pre-ID vendor portal.

B. School is responsible for indicating the test and test criteria options for each student on PowerSchool or on an import template provided by CSMC.

C. CSMC will run the validation reports in PowerSchool for state Pre-ID files and provide them to the school for review/corrections. School is responsible for populating and clearing any validation errors due to missing data in PowerSchool.

E. CSMC will export the Pre-ID information from PowerSchool and format the file according to the state test (CELDT, CST, CAHSEE) Pre-ID template.

F. School is responsible for the review and approval of the student demographic data contained in the Pre-ID file template. The school must confirm that the data is ready for submission, prior to file upload.

G. CSMC will upload files to the corresponding vendor portal. CSMC will assist with clearing errors on the vendor portal with the data that is available in PowerSchool. Any errors caused by missing information need to be cleared by the School.



H. CSMC will provide the school with a confirmation when the file upload process is complete.

J. School is responsible to submit a ticket for any Pre-ID request 3 weeks in advance in order to allow enough time to extract, format, review, submit, and clear validation errors prior to the submission deadline.

3.14 OARS (Online Assessment Reporting System)

CSMC supports the implementation, training, and usage of OARS (Online Assessment Reporting System) to all clients who decide to purchase the product. OARS is a web-based data management system that facilitates the collection, reporting, and analysis of local, district and state assessment information.

CSMC's OARS Support Services Include:

Implementation:

- Kick Off Meeting – The goal of this meeting is to provide the School with an understanding of the roles, responsibilities of the School/CSMC, and a general timeline.
- Planning – A CSMC Support Specialist will contact the school project manager assigned by the school to discuss and review the configuration, data collection, training plans/project calendar.
- Training – CSMC will provide an on-site teacher training (2 hours).

Monitoring – CSMC's Support Specialist will be monitor your student data roster updates.

- Roster Data for PowerSchool Servers with 1 School – CSMC will update roster data daily for PowerSchool servers with 1 School.
- Roster Data for PowerSchool Servers with more than 1 school – CSMC will update roster data once a week.
- Roster Data Requiring Manual Data Correction – CSMC will update roster data monthly for schools who adopt a custom data template requiring manual work e.g. filtering roster data by semester.

Account Management – CSMC will initially create the teacher accounts and the provide log in information. CSMC will also create the account for the designated school lead for OARS, and provide guidance and training in creating any non-teacher accounts.

State Test Data Uploads – CSMC will upload 3 years' worth of CAHSEE, CST, and CELDT at no charge for independently testing Schools.

- Schools that test within their district, non-independently testing schools, are responsible for providing CSMC with test data files in ORIGINAL EST and EDS format, usually .TXT or .CSV. If the files are not provided in original format or test data files student numbers do not match that of PowerSchool CSMC will assist you through Extended Services (See Extended Services, pg 19-21).
- State Assessment Number and Local IDs – If the state assessment student numbers and local student ID numbers do not match then your OARS assessment system will be set up with SSID rather than the SIS student number. The disadvantage of using the SSID in OARS is that sometimes students are assigned a local ID before they are assigned a SSID. In this situation, we recommend that the SSID is used for student because the local IDs do not match your SIS which in turn will require manually adding the SIS student number to the state assessment result in OARS.



OARS Roll Over – CSMC will perform the OARS roll over process at the end of each academic year once the school has finalized student schedules. Roll over is dependent on student schedules therefore if student schedules are not finalized CSMC cannot proceed with the OARS roll over process.

Ongoing Support - All OARS tickets should be streamlined through our CSMC Help Desk. If, for any reason, we cannot solve an issue we will contact OARS directly. While we strive to respond to ticket request as soon as possible, at times it may take 24 – 48 hours to solve a ticket. We will do our best to complete ticket request much sooner and will send you confirmation right away. Thank you for your help and cooperation.

Important:

- OARS Setup is dependent on a finalized master schedule on PowerSchool. If students are not scheduled in PowerSchool, CSMC cannot launch your OARS assessment system. CSMC is not responsible for school student scheduling.
- Once the final schedule on PowerSchool is completed, it will take 3-5 business days to launch the OARS site for your school.

Technical Requirements – CSMC will ship a supported OARS brother scanner for the school IT department to set up. The scanner will also require the SCANOARS software that will need to be installed on the computer connected to the scanner. See requirements below.

SCANOARS software – ScanOARS system requirements is the responsibility of the school:

- Windows XP, Windows Vista, or Windows 7
- 2 Ghz processor (or faster)
- 2 GB available memory
- Network ports 80 and 443 open and available
- For optimal performance, ensure secure.oarsaccess.net is whitelisted in your filtering software (if applicable)

4.0 General Assumptions

The commitments in this agreement are based upon the following assumptions:

1. Scheduled holidays will be included in the Service Level Agreement in which the Help Desk will be unavailable or will operate in a reduced capacity (e.g. no phone support).
2. Periodic database and application maintenance will occur throughout the year both during “off-hours” (e.g. 12 am to 5 am) and occasionally during normal operational hours.
3. All planned service or software outages will be communicated via email to the school.
4. Changes in Customer’s staffing will be communicated immediately to CSMC so that at least one Primary Point of Contact is maintained at all times.
5. **The initial setup of your School will take several days of work on the part of the school leadership.** Adequate time should be set aside to review the documents provided, complete the worksheets, and submit the information to CSMC well in advance of the first day of school. Customer should expect a considerable amount of “back-and-forth” until the systems are set up properly.



6. Implementation services will be delivered remotely as a standard. Any travel costs related to implementation project will be invoiced and paid by customer.
7. Direct services related to CSMC financial services (e.g. Payroll, accounts receivable/payable, Human Resources, etc.) are explicitly NOT covered by this Help Desk Service Level Agreement.
8. Customer must identify a **Primary Point of Contact (“PPC”)**. This person will be CSMC’s primary contact, available throughout the contract term, to assist in any implementation tasks required for the setup and maintenance of each system.
9. Customer will provide data and information requested in a timely and efficient manner and work cooperatively with CSMC during setup and configuration of all schools.
10. Customer should expect to spend several hours each day maintaining the basics of PowerSchool at the school level (e.g. taking attendance, lunch counts, updating student and parent data, etc.). In no way does CSMC replace the need for on-site, daily support for PowerSchool and the need for a single Primary Point of Contact (e.g. your office manager).
11. Customer’s Primary Point of Contact should have adequate (e.g. beyond basic) technical skills. For instance, they should be able to email files, convert files from Excel to .txt files, be able to retain usernames and passwords for sites, bookmark web pages, use Microsoft Excel/Word, and be able to routinely conduct basic computer tasks.
12. Customer will provide or have available a working land-line telephone with conference calling (e.g. speakerphone) capabilities for training sessions and webinars.

5.0 Limitations & Exclusions

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to factors outside CSMC’s reasonable control
- Due to missing and/or incorrect content in the Customer’s student information or student assessment systems
- Due to interdependencies
- Due to resource constraints and/or school priorities
- Due to a payment or service ‘Hold’

6.0 Critical Success Factors

6.1 Changing Needs

At CSMC we know that our success in resolving support issues directly impacts your success and vice-a-versa; if your school is successful we hope to be retained as your back-office support provider. As a result, we approach each problem as an opportunity to support your school and make you successful. We have a very strong track record of success but cannot resolve 100% of all issues that come across our Help Desk. Some problems may fall out of the scope of this Service Level Agreement or outside the scope of our internal expertise. We will, however, endeavor to resolve each issue that comes before us as time and resources allow.



6.2 Setting Client Expectations

We also know from experience that Customers who were led to believe that the Help Desk was going to provide direct services that actually fall outside of the scope of our Service Level Agreement will leave disappointed. Therefore it is imperative that Customer's leadership team and specifically the Primary Point of Contact understand, acknowledge, and agree to the provisions of this document.

6.3 Cost Effective Operations

From time to time the Help Desk personnel may "push-back" with suggestions on less expensive or in-house solutions to Customer's requests for fee-based "Extended Services" in order to maintain a cost-effective program. Extended services exist because the need is there, but also represent internal costs to the Help Desk that we must cover through additional charges.

6.4 Safeguarding Confidentiality of Data

Unauthorized access by an outside hacker or a disgruntled employee can cause serious damage or destruction to confidential student data and turn out to be a huge headache. Our Authorized Technical Contact policy is the best countermeasure to safeguard your data. We hope that you view this policy as a means to better protect your school from data loss and/or unsolicited manipulation of your schools configuration. The last thing we want to happen is for the wrong person to gain access to your schools confidential data. Such a policy is imperative to prevent unwarranted access to your PowerSchool server and modification to system settings without prior administrative approval.

7.0 Complaint Escalation & Resolution Procedures

Registering a formal complaint.

All complaints relating to the operation of the Help Desk service, including:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document of the relationship between CSMC and Customer

Received by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems.

8.0 Procedure for Requesting Exceptions to Standards or Policies

The following process will be followed if additional services to this SLA are required or desired.

8.1.1 A Project Change Request (PCR)

A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.



8.1.2 CSMC will review the proposed change and recommend it for implementation or reject it. A PCR must be signed by the authorized Customer to authorize the quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required.

9.0 Critical Reporting Deadlines

SEPTEMBER

- Charter 20 Day¹

OCTOBER

- Charter 20 Day¹ (continued)
- First Wednesday of October: Census Date
- Last day of October: CBEDS Deadline

DECEMBER

- Mid-December: CALPADS Fall 1 Submission Deadline
- P1 Report Due¹

FEBRUARY

- Late-February: CALPADS Fall 2 Submission Deadline
- Early February: CALPADS Fall 1 Amendment Window Deadline

MARCH

- Late-March: CALPADS Fall 2 Amendment Window Deadline

APRIL

- P2 Report Due¹

JUNE

- P-Annual Report Due¹

JULY

- Mid-July: CALPADS EOY Submission Deadline



10.0 Unsupported Tasks

- 1) CSMC does not evaluate the performance of school personnel.
- 2) CSMC does not grade student work, or evaluate student performance, etc.
- 3) CSMC does not take student attendance.
- 4) CSMC does not monitor the lunch process (e.g. who has paid, not paid, eligible for free/reduced, etc.).
- 5) CSMC does not offer project management for IT tasks that fall outside the items specifically identified in this service level agreement.
- 6) CSMC does not provide copy (e.g. written documents) for school web sites.
- 7) Direct mobile application support for parents (e.g. iPhone app, iPad app). While CSMC can perform the initial set-up /access to these services, we do not offer direct support for parents or students in using these mobiles services for PowerSchool.
- 8) CSMC does not complete data entry tasks (See Extended Services, pg 19-21).
- 9) Direct mobile application support for parents (e.g. iPhone app, iPad app). While CSMC can perform the initial set-up /access to these services, we do not offer direct support for parents or students in using these mobiles services for PowerSchool.
- 10) Student/Course Scheduling. **CSMC does not provide direct services for determining the course and section offerings, teacher qualifications, and appropriate placement of students.** This is an activity reserved for School Leadership and Certificated/Credentialed teachers and administrators.

If, however, a school provides us a list of students associated with a specific section (a course with a teacher that meets at a pre-defined period), we can “mass enroll” those students into their appropriate sections. Submission of this data MUST CONFORM to our submission requirements and we must have the information at least 3 business days prior to its deadline. Again, CSMC does not determine course schedules. We will only enroll students when provided a list of those students and a specific section in which to enroll them.



11.0 Extended Services

A. Custom PowerSchool HTML Page Development - \$95/hour

PowerSchool pages, by default, come a certain way. If you'd like to customize certain pages within PowerSchool to meet your needs we can do so for an hourly rate. Requests for customization will be evaluated to ensure that it falls within the constraints of PowerSchool.

B. Custom Common Core/Standards Based Report Cards

Option A: CSMC Provided Standards and CSMC Provided Report Card Template

Setup Fee: \$100.00

Price per Grade Level: \$300.00

CSMC Provided Standards

CSMC will provide a complete list of common core standards and you will have the option to associate applicable standards to courses of your choice. Limitations include not being able to remove any parent standards or add any standards outside of the original list provided.

CSMC Provided Report Card Templates

CSMC provided report card templates cannot be edited other than the school name, address, reporting terms, logo, and title. Any additional modifications will require the purchase of School Provided Custom Report Card Templates.

Option B: School Provided Standards & Report Card Template

Setup Fee: \$100.00

Price per Grade Level: \$450.00

School Provided Standards

CSMC will provide an import spreadsheet and a guide. CSMC will offer guidance and support but the customer is ultimately responsible for the completion of the import spreadsheet.

School Provided Custom Report Card Templates

The customer is responsible for the formatting, design, and layout of each report card template. The customer must provide a FINAL "print-ready" PDF or JPEG document for each unique page. CSMC will not make any edits to the templates provided and will begin work immediately upon receiving the templates. Any requested changes to the template after the project begins will be subject to modification fees at an hourly rate of \$150/hr billed in addition to the overall cost of the report card project.

Turnaround Time

The standard turnaround time for any report card project is 4-6 weeks upon receipt of a signed "Report Card Service Agreement" and final print ready custom report card templates. Changes or delays in getting CSMC the custom report card templates will further postpone the completion of this project. Your timeliness is greatly appreciated.

Rush Service

Customers may have the option to request a "rush service" for a 2-3 week turnaround for an additional fee of \$500.00. Please inquire about "rush service" availability. We will do our best to approve this option if requested however we do reserve the right to deny a "rush service" request.



C. Data Entry Services \$95/hour

CSMC can assist with certain data entry tasks on an as needed basis for an hourly fee of \$95 which varies depending on the scope of the data entry project.

- Historical Grades
- Historical Attendance
- Fees
- Immunizations
- Test Scores
- Local Data Requests

D. On-Site Training

CSMC offers customized trainings geared towards specific PowerSchool functions at an hourly rate of \$95/hr plus all travel expenses.

F. Student Scheduling \$95/hour

CSMC has the ability to implement your master schedule and schedule your students into PowerSchool. However, we are dependent on the items below.

- Finalized Full Year Master Schedule (Teacher list, section list, bell schedule, course list)
- Method of scheduling (ex. Student groups, student lists)

G. PowerScheduler Load Process (\$2500)

PowerScheduler is a powerful tool that can schedule the majority of your students. Based on your finalized master schedule, a successful run of this feature can schedule 70%-90% of your students.

Using this feature requires at least one project manager to continually enter, manage and maintain the data in PowerScheduler at least 2-3 months before the end of your current school year.

CSMC will provide the school assigned project manager(s) the resources and (1) full day on-site training in achieving the highest percentage possible of students being scheduled while mitigating the need to manual scheduling your students to a minimum. CSMC will also provide continued support and guidance via the Help Desk.

Currently we do not offer support services for the PowerScheduler Build Process and for schools with less than 500 students.

H. Custom Reports for PowerSchool - \$95/hour

Having trouble finding the perfect report in PowerSchool that fits your school's needs? We can help build the reports that you need to be successful with running your school! PowerSchool stores a wide variety of data related to your school. Figuring out where all of your data is stored and retrieving it into a custom report can be very difficult for the typical school staff member.

Here are few examples of the custom reports that we can build for your PowerSchool server:



- Progress Reports
- Transcripts
- Object Reports
- Reporting Engine reports
- Reports that run on an automated schedule (hourly, daily, weekly)
- ...or anything you can imagine!

I. Extended Services Billing

Help Desk Extended Services are invoiced upon completion of each deliverable on the last day of the month it was completed. All Extended Service invoices shall be paid immediately upon receipt of the invoice. (The terms are NOT Net 30).

Outline of Record Retention and Record Management Procedure for Student Files and Personnel Files

Student Files:

1. Student files are to be retained as per the ED Code
2. Files are kept under lock and access is granted only to personnel on a “need to access” basis. This would include:
 - a. SPED Personnel assessing or providing services to that student.
 - b. CPS or Law Enforcement Officials with work pertaining to that student
 - c. The student themselves (16 years old or older)
 - d. Parents or guardians requesting to see their student’s file
 - e. Teachers or school officials having a need for access to that file
 - f. Other personnel requiring access will need permission from the School Director.
3. Files are to be signed out and returned within that same day
4. Files are not to be taken off-site without a need and without permission of the School Director.

Personnel Files:

1. All personnel files are to be kept under lock and are under the management of the School Director.
2. Employees may access their own files, however, they must review their files under the supervision of the School Director
3. The School Secretary will have access to the files only for adding information and managing files as directed by the School Director.
4. A copy of the School Director’s file will be managed and uploaded to a secure web site location, accessible only by the Board and School Director, however, only the Board Secretary will have editing privileges.
5. The Board may access personnel files as needed, however, files will not be taken off site
6. For the sake of Board Review, copies of personnel files may be made and the copies taken to a meeting site, however, upon conclusion of the meeting the copies are to be destroyed.
7. The School Director will be notified of any copies of personnel files being taken off-site.
8. Any exceptions to the above to be determined by the School Director.

charterSAFE

May 30, 2016

Dear CharterSAFE Member:

Thank you for your continued membership in the CharterSAFE insurance and risk management program. As we are closing the 2015-2016 policy period and beginning to enroll members for the 2016-2017 year, we have enclosed your renewal proposal with rates. Material changes to the program are summarized below. In conjunction with the proposal, we have also attached a separate organizational status report for your review.

Within the education business sector, the insurance market has experienced adverse workers' compensation, sexual abuse liability, and employment practices liability losses. CharterSAFE has been able to maintain stable rates despite market fluctuations, and for the past four years, we have either reduced rates or they have remained unchanged. Unfortunately, we are seeing a recent trend of higher claim frequency within our membership, so we are taking steps to mitigate some of these expenses.

For the 2016-2017 program year, we have implemented some new deductibles. Deductibles serve as an incentive for all of our members to be proactive in managing school risks. Our goal is to reduce the impact of losses on the insurance program as a whole. The new deductibles for 2016-2017 are as follows:

- Crime coverage (embezzlement/forgery/theft of money, etc.) will have a deductible of \$500 per occurrence.
- Higher Risk Activities will be subject to a deductible of \$500 per injury for general liability and student accident claims. This includes the following:
 - o Rafting
 - o Zip-lining
 - o High Ropes Courses
 - o Trampolines (except mini trampolines used for SPED)
 - o Horseback Riding (except used for SPED)
 - o Dunk Tanks
 - o Scuba Diving
 - o Outdoor Rock Climbing
 - o Airsoft or Paintball
 - o Bungee Jumping
 - o Inflatable Devices (e.g. bounce houses, hamster/zorb balls, slides, mazes, bulls, and obstacle courses)
- Hired Auto Physical Damage coverage will be excess of the rental company's auto physical damage coverage. If the renter does not buy the rental agency's physical damage coverage, the deductible is \$500.

After implementing these deductibles, we were able to successfully negotiate with our carriers. We are pleased to advise that the 2016-2017 pool-wide rates have been held to a maximum 5% increase in spite of difficult market conditions. This is largely the result of our mutual risk management efforts. As always, you will continue to have access to our extensive list of complimentary services for the 2016-2017 policy period.

We look forward to working with you through the 2016-2017 policy period and, as always, we welcome your feedback on any of our services and/or the insurance program. If you have any questions and/or concerns, please do not hesitate to contact us.

Best regards,
The CharterSAFE Team

charterSAFE

Insurance, Risk Management and Employee Benefits for Charter Schools

California Charter Schools Joint Powers Authority
A California Public Agency

www.chartersafe.org

May 28, 2016

From: Bob Coontz
President and CEO

To: Our Members

I am writing on behalf of the CharterSAFE staff and board of directors to thank returning members for their past support and to welcome those who are becoming members for the first time.

To coincide with the 2016-2017 enrollment period and to acknowledge the conclusion of the 2015-2016 school year, I think it will be useful for all concerned to be reminded of how CharterSAFE has evolved as a non-profit membership organization and where we are headed over the next several years. Please see the narrative below:

The conclusion of the 2016 policy year marks our **12th year** as a provider of comprehensive insurance coverage and risk management services to California charter schools. Since its inception in 2004, CharterSAFE has grown from the original **63 charter schools** operating in **119 school sites** who contributed **\$2.7 million** to get us started to the **408 charter schools operating in 800+ charter school sites** who contributed **\$19 million** in the current year. Total contributions received over the 12-year period are more than **\$125 million**.

Over the same 12-year period we have been able to build reserves and invest in infrastructure. Actually, in 2015-2016 we were able to bank another **\$2 million** in cash reserves bringing the reserve total up to **\$15 million**. These are funds available to protect members as well as provide for rate stability over time.

Based on the applications we have received for coverage in 2017, we will continue to grow with more schools and projected contributions of **\$20+ million**.

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Our board recently approved a 5 year operating and financial plan to guide us into the future. The plan allows us to allocate more resources to hire additional staff in order to increase capacity for additional programs that maintain our commitment to high quality member services. Already we have located staff in the Bay Area, Sacramento, Los Angeles, San Bernadino County, Fresno, and Orange County. You can find our staff bios and photos on our website www.chartersafe.org. The CharterSAFE operating mode distributes its staff and consultants across the state to serve the needs of our members statewide. In order to control costs and remain flexible, we do not have a central corporate office.

Along with the addition of staff, we will be investing more in technology to enhance communications and to provide our members with on-demand electronic access to their records and forms. Our communications and outreach efforts include a constantly updated website, frequent newsletters and timely announcements. Throughout the year we host and participate in regional meetings in order to communicate with members in person.

Very importantly, for the past five years we have negotiated exclusive top sponsorship at the annual California Charter Schools Conference allowing us to interact with more than 3,000 charter school stakeholders over a period of 3 days. The sponsorship and programming we support provides critical information on risk management and school safety to all charter schools including both members and non-members. We anticipate continuing this sponsorship for the foreseeable future.

In addition to these activities, our risk management and member services staff along with their participating vendors frequently visit individual schools throughout the year to ensure compliance with contracts and other coverage documents, provide specialized services to improve school safety, offer human resources advice including the proper employee hiring and termination process, conduct property appraisals, provide active shooter training, etc. Please reach out to us for a complete list of complimentary services.

The plan indicates that membership contributions to CharterSAFE will continue to grow at 7% annually resulting in \$26.3 million in contributions by 2021. Over the same period we



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expect to have accumulated \$31 million in cash and investments. I believe these are realistic objectives and achievable within the 5-year time frame allotted.

Because of this anticipated growth in both number of members and the complexity of the organization, this year the CharterSAFE board of directors intends to expand its membership to include more school representation. Currently there are five members serving on the board including: Board Chair, Walter Wallace, Retired CBO, Granada Hills Charter High School; Board Vice Chair, Irene Sumida, Founder, Fenton Avenue Charter School; Secretary, Kristin Dietz, CPA, Vice President of Client Management & Financial Compliance, edtec; Treasurer and Investment Committee Chair, Spenser Styles, CPA, President & CEO, Charter Impact; and Delphine Sherman, CFO, Aspire Public Schools. The board membership is rich with charter and business expertise, and we are hoping to augment the current board with other charter leaders in the near future. Additional board members will be nominated and elected by the CharterSAFE membership at-large. The board's nominating committee will begin an outreach effort in upcoming months seeking your input to the process.

At this point I would like to transition from results, projections and organizational information to explain the roles fulfilled by our excess carriers, auditors and actuaries.

Excess Carriers

When claims arise, CharterSAFE offers the first line of protection for claims up to a maximum of \$300K (CharterSAFE's Self Insured Retention). When a claim exceeds \$300,000, coverage transfers to one or more of CharterSAFE's 12 excess carriers. For example, after the first \$300K is paid by CharterSAFE on a liability claim, the excess insurers covering liability claims become responsible for payments above \$300K up to a limit of \$30 million. Members have the option of purchasing another \$25 million which when added to the \$30 million limit provides a combined limit of \$55 million. Please reach out to Thuy Ly at tly@chartersafe.org if you want more information about this enhanced coverage.

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Unfortunately, competing brokers calling on our members frequently and knowingly misrepresent CharterSAFE's limits as shared limits across all members. The truth is that each member has its own limit of \$30 million (or \$55 million). It's very important to note, one member's claims do not detract from another members coverage limits.

All of the CharterSAFE excess carriers are rated by A.M. Best as excellent to superior, and each of these carriers has reserves in a range of \$1.25 billion to \$2+ billion. Please note: over the past 12 year period, CharterSAFE has not pulled from reserves for payment of any claim. CharterSAFE's operating cash has been sufficient in satisfying all claims of \$300K or less. And for amounts above \$300K all of our excess carriers have reserves well in excess of a \$ billion. Members can access more information about our carriers at our website www.chartersafe.org

Auditors and Actuaries

CharterSAFE retains Gilbert & Associates, Inc., an independent audit firm, to provide audit services. Gilbert has a substantial presence in auditing school districts and charter schools across California. CharterSAFE retains AON, the leading global provider of actuarial & analytics services in order to ascertain our required reserve balances.

I think I have given you enough information for now letting you know who we are, what we do and our aspirations for the future

I invite you to call me or send me an email if you have comments or questions.



Bob Coontz
818-209-5808
bcoontz@chartersafe.org



INVOICE

Invoice Date: June 09, 2016

Account Number: 1276

INSURED: **Three Rivers Charter School**

CONTACT: Roger Coy

ADDRESS: 1211 Del Mar Drive
Fort Bragg, CA 95437

Insurance Premium Payment for Policy Year 2016-2017

(Choose one option)

Amount

Use ACH

Due Date

Payment in Full **\$18,950.00** **Due Now**

Installment Plan:

Deposit (25%) **\$4,737.00** **Due Now**

Monthly Installment **\$1,579.00** **August 1, 2016**

8 additional installments due the 1st of every month

New ACH payment option!

See attached ACH form if you wish to take advantage of this payment option for Payment in Full, 25% Deposit, Monthly Installment or both 25% Deposit and Monthly Installment payments.

Please Remit All Payments To:

CharterSAFE
P.O. Box 969
Weimar, CA 95736

Questions/Comments:

Whitney Delano
Director of Finance and Operations
Phone: (888) 901-0004
Email: wdelano@chartersafe.org

***Payment in Full or 25% Deposit are due at the time the proposal is accepted by signing and submitting Premium Summary page of this proposal.
Insurance policies are subject to cancellation for any invoice over ninety (90) days past due.***



Three Rivers Charter School

Insurance Proposal

**Coverage Effective: July 1, 2016 at 12:01 AM -
July 1, 2017 at 12:01 AM**

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: (888) 901-0004 Fax: (530) 236-9569
Web Site: <http://www.chartersafe.org>

Disclosure:

This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA), based on the information provided by your school. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon the school's request to the California Charter Schools JPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

INTRODUCTION

Dear Roger,

CharterSAFE is pleased to present your renewal proposal for the 2016-2017 school year. Please review this document, which includes:

- 2016-2017 Premium Summary
- Exposures
- Schedule of Locations
- Board and Employment Liability
- General Liability
- Auto Liability & Physical Damage
- Excess Liability
- Property
- Crime
- Terrorism Liability
- Student Accident Liability
- Cyber Liability
- Workers' Compensation & Employer's Liability
- Claims Reporting Instructions

Please note, all of our complimentary member services are still in effect for the 2016-2017 policy period. Member services include access to online staff training, human resources advice, risk management and loss control advice and site inspections, and contract review of insurance and indemnity provision. Please contact a CharterSAFE representative for more information.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating A.M. Best of A- VII or higher.

Required Signatures:

To bind coverage, you must sign and complete the following:

1. The proposal acceptance at the end of the Premium Summary

Once these signatures are in place, please return the signed document to jrubin@chartersafe.org or fax to (530) 236-9569.

Thank you,

The CharterSAFE Team

PREMIUM SUMMARY

Three Rivers Charter School

Premium Summary 2016-2017

This Proposal includes the following coverages:

Package **\$13,044.00**

- Board and Employment Liability
 - Directors and Officer Liability (D&O)
 - Employment Practices Liability (EPL)
 - Fiduciary Liability
- General Liability
 - Educator's Legal Liability (Educator's E&O)
 - Individualized Education Plan (IEP) Defense
 - Employee Benefits Liability
 - Sexual Abuse Liability
- Auto Liability & Physical Damage
- Excess Liability
- Property
- Crime
- Terrorism Liability
- Student Accident Liability
- Cyber Liability

Workers' Compensation & Employers' Liability **\$5,906.00**

- Workers' Compensation & Employers' Liability

Total Premium **\$18,950.00**

Choose One Payment Option	<input type="checkbox"/> Payment in Full (\$18,950.00)	<input type="checkbox"/> Use ACH
	<input type="checkbox"/> Installation Plan:	
	- Deposit (25%) - Due Now (\$4,737.00)	<input type="checkbox"/> Use ACH
	- 9 Monthly Installments (\$1,579.00)	<input type="checkbox"/> Use ACH

See attached ACH form if you wish to take advantage of this payment option for Payment in Full, 25% Deposit, Monthly Installment or both 25% Deposit and Monthly Installment payments.

Payment in Full or 25% Deposit are due at the time the proposal is accepted by signing and submitting Premium Summary page of this proposal. Insurance policies are subject to cancellation for any invoice over ninety (90) days past due.

Proposal Acceptance:

By signing below, I, representing the named member in this proposal, agree to the terms outlined within.

Print Name

Date

Signature

Title

EXPOSURES

The premiums are calculated based on the following exposures on schedule:

No. Students	120
No. Employees	18
Annual Payroll	\$414,000.00
Building Value - Replacement Cost	\$700,000.00
Content Value - Replacement Cost	\$80,500.00
Electronic Data Processing (EDP) - Replacement Cost	\$80,500.00
Total Insured Value (Building+Content+EDP Values)	\$861,000.00

Vehicles

Continuity and Retroactive Dates:

Directors & Officers Liability Continuity Date:	07/01/2011
Employment Practices Liability Continuity Date:	07/01/2011
Fiduciary Liability Continuity Date:	07/01/2012

SCHEDULE OF LOCATIONS

Each of the addresses listed below are covered for all lines of coverage presented in this proposal:

Policyholder mailing address 1276

1211 Del Mar Drive
Fort Bragg, CA 95437

Location	ID
Three Rivers Charter School: 1211 Del Mar Drive 1211 Del Mar Drive Fort Bragg, CA 95437	10328

BOARD AND EMPLOYMENT LIABILITY

COVERAGE IS ON A CLAIMS MADE BASIS

<u>Layer 1 Coverages:</u>	<u>Layer 1 Limits:</u>	<u>Layer 1 Deductibles:</u>
Directors and Officers and Company Liability	\$1,000,000 per claim and member aggregate	\$2,500 per claim
Employment Practices Liability	\$1,000,000 per claim and member aggregate	\$7,500 per claim
Fiduciary Liability	\$1,000,000 per claim and member aggregate	\$0
<u>Layer 2 Coverages*:</u>	<u>Layer 2 Limits:</u>	<u>Layer 2 Deductibles:</u>
Directors and Officers and Company Liability & Employment Practices Liability	\$4,000,000 per claim \$4,000,000 per member aggregate	None, follow form Layer 1 Coverage

*Layer 2 Coverages include General Liability, Law Enforcement Liability, Sexual Abuse Liability, Employee Benefits Liability, Educator's Legal Liability, Auto Liability, Directors and Officers Liability, and Employment Practices Liability. Directors and Officers Liability and Employment Practices Liability are on an claims-made basis. All other coverages are on an occurrence basis.

GENERAL LIABILITY

<u>Layer 1 Coverages*:</u>	<u>Layer 1 Limits:</u>	<u>Layer 1 Deductibles:</u>
Bodily Injury, Property Damage	\$1,000,000 per occurrence	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High Risk Activity</i> **
Medical Payments	\$10,000 per person \$50,000 per occurrence	\$0
Educator's Legal Liability	\$1,000,000 per occurrence	\$2,500 per occurrence (except for IEP Defense)
IEP Defense Sublimit	\$50,000 per occurrence and aggregate	\$5,000 per occurrence
Employee Benefits Liability	\$1,000,000 per occurrence	\$0
Law Enforcement Liability	\$1,000,000 per occurrence	\$0
Sexual Abuse Liability	\$1,000,000 per occurrence	\$0
Products and Completed Operations	\$1,000,000 per occurrence	\$0

*Layer 1 Limits do not have aggregates (except for IEP Defense Sublimit)

**Please contact Carly Weston (cweston@chartersafe.org / 818-709-1570) of CharterSAFE's Risk Management team for the list of *High Risk Activities*.

<u>Layer 2 Coverages*:</u>	<u>Layer 2 Limits:</u>	<u>Layer 2 Deductibles:</u>
Bodily Injury, Property Damage, Law Enforcement Liability, Employee Benefits Liability, Sexual Abuse Liability	\$4,000,000 per occurrence \$4,000,000 per member aggregate	None, follow form Layer 1 Coverages

*Layer 2 Coverages include General Liability, Law Enforcement Liability, Sexual Abuse Liability, Employee Benefits Liability, Educator's Legal Liability, Auto Liability, Directors and Officers Liability, and Employment Practices Liability. Directors and Officers Liability and Employment Practices Liability are on an claims-made basis. All other coverages are on an occurrence basis.

AUTO LIABILITY & PHYSICAL DAMAGE

<u>Layer 1 Coverages*:</u>	<u>Layer 1 Limits:</u>	<u>Layer 1 Deductibles:</u>
Owned Auto Liability, if applicable:	\$1,000,000 per occurrence	\$0
Non-Owned Auto Liability:	\$1,000,000 per occurrence	\$0
Hired Auto Liability:	\$1,000,000 per occurrence	\$0
Auto Physical Damage**:	\$1,000,000 per occurrence	\$500 per occurrence for Hired Auto Physical Damage

*Layer 1 Limits do not have aggregates.

** Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.

<u>Layer 2 Coverages*:</u>	<u>Layer 2 Limits:</u>	<u>Layer 2 Deductibles:</u>
Owned, Non-Owned, and Hired Auto Liability:	\$4,000,000 per occurrence \$4,000,000 per member aggregate	None, follow form Layer 1 Coverages

*Layer 2 Coverages include General Liability, Law Enforcement Liability, Sexual Abuse Liability, Employee Benefits Liability, Educator's Legal Liability, Auto Liability, Directors and Officers Liability, and Employment Practices Liability. Directors and Officers Liability and Employment Practices Liability are on a claims-made basis. All other coverages are on an occurrence basis.

EXCESS LIABILITY - CharterSAFE Option

Coverage:

Excess over underlying:

General Liability
Auto Liability
Sexual Abuse Liability
Educators Legal Liability
Employee Benefits Liability
Law Enforcement Liability
Directors and Officers Liability
Employer's Liability
Employment Practices Liability

Limits:

\$25,000,000 per occurrence/claim
\$25,000,000 per member aggregate

Optional Excess Limits:

Optional excess liability limits of \$25,000,000 excess of currently provided \$30,000,000 is available for a rate of \$1 per student (subject to a \$1,000 minimum premium). If interested, please contact:

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Audra Powers
Account Executive
Audra_Powers@ajg.com
949-349-9840

PROPERTY

Perils Include:	Direct Physical Loss
Valuation:	Replacement Cost as scheduled with CharterSAFE, see "Exposures" page above for scheduled limits
Deductible:	\$1,000 per occurrence
Limits:	
Property:	\$150,000,000 per occurrence Or Total Insured Value as scheduled with CharterSAFE, whichever is lower. Please see "Exposures" page above for scheduled limits
Boiler & Machinery/ Equipment Breakdown:	\$150,000,000 per occurrence Or Total Insured Value as scheduled with CharterSAFE, whichever is lower. Please see "Exposures" page above for scheduled limits
Business Interruption:	\$5,000,000 per occurrence
Extra Expense:	\$5,000,000 per occurrence
Terrorism Risk Insurance Act (TRIA):	\$150,000,000 per occurrence Or Total Insured Value as scheduled with CharterSAFE, whichever is lower. Please see "Exposures" page above for scheduled limits

Please note: If you have a renovation/construction project valued over \$200,000, please contact Thuy Ly (tly@chartersafe.org / 888-901-0004x14). CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

CRIME

<u>Coverages*</u>	<u>Limits</u>	<u>Deductibles</u>
Monies and Securities:	\$1,000,000 per occurrence	\$500 per occurrence
Computer & Funds Transfer Fraud:	\$1,000,000 per occurrence	\$500 per occurrence
Forgery or Alteration:	\$1,000,000 per occurrence	\$500 per occurrence
Employee Dishonesty:	\$1,000,000 per occurrence	\$500 per occurrence

*Crime coverages do not have aggregates.

TERRORISM LIABILITY

COVERAGE IS ON A CLAIMS MADE BASIS

Deductible:	\$0
Limits:	\$5,000,000 per occurrence/ CharterSAFE Members' Combined Annual Aggregate
Reporting:	Must be reported to Underwriter within 90 days after policy expiration. Coverage is provided on a claims-made basis.

Please note: Terrorism coverage for Property is included under the "Property" Page above as "Terrorism Risk Insurance Act (TRIA)"

STUDENT ACCIDENT LIABILITY

Deductible: \$0

Limits:

\$50,000	Maximum Limit per Injury/Accident
	104 Week Benefit Period
\$15,000	Accidental Death Benefit
\$30,000	Accidental Dismemberment Benefit
\$500,000	Aggregate Limit of Indemnity, applicable to AD&D only

Terms & Conditions:

- Coverage is provided on an Excess Basis (Co-insurance is covered at 100%), but would become primary should the student not have health insurance
- Claim submission deadline: 90 days of date of injury or first treatment.
- Claim processing time: 10-15 days

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Audra Powers
Account Executive
Audra_Powers@ajg.com
949-349-9840

CYBER LIABILITY

Coverage Includes:

- Privacy Notification Costs
- Regulatory Fines and Claim Expenses for Privacy Liability
- Extortion Damages for Extortion Threat
- Crisis Management Expenses
- Business Interruption

Deductible:

\$2,500 per occurrence

Limits:

\$1,000,000 per occurrence

\$5,000,000 CharterSAFE Members' Combined Annual Aggregate

Reporting:

Claims must be reported within 60 days after policy expiration

Requirement for Coverage to be in effect:

Completed cyber application and signed statement of no known losses

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Deductible: \$0

Limits - Workers' Compensation: Statutory

Limits - Employers' Liability:	\$5,000,000	Bodily Injury per Each Accident
	\$5,000,000	Bodily Injury by Disease per Each Employee
	\$5,000,000	Bodily Injury by Disease Policy Limit

Auditable: **The estimated payroll figure will be audited at the end of each coverage period. The CCS JPA will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been over-estimated, a refund will be issued. If the estimated payroll figure has been under-estimated, an invoice for the additional amount due will be issued.**

CharterSAFE

Policy Year: 7/1/2016 - 7/1/2017

Forms and instructions available at www.chartersafe.org

Claims Reporting Quick Reference Guide

Sue Bedard, ARM-P
Senior Risk & Claims Manager
Phone: 818.709.1570
sbedard@chartersafe.org

Carly Weston, MPA
Risk & Claims Manager
Phone: 818.709.1570
cweston@chartersafe.org

Susan Diamanti, WCCP
Workers' Compensation Manager
Phone: 818.239.9552
sdiamanti@chartersafe.org

EMPLOYEE INJURY	STUDENT INJURY	PROPERTY/ LIABILITY CLAIM
<p>What to do if an employee injury or illness requiring professional medical treatment occurs.</p> <ol style="list-style-type: none"> 1. If the injury requires emergency medical treatment, call 911 and transport or request an ambulance. For emergency care, employee may go to nearest hospital or urgent care. 2. DWC-1. Provide blank DWC-1 to the employee within one working day of finding out about an injury or illness. Injured employees must complete the employee section of the DWC-1 if they opt to file a claim. 3. Complete employer's portion of the returned DWC-1 form and give a copy to the employee. Retain your copy in a central location — not the employee's personnel file. 4. Referral. Refer the employee for appropriate medical treatment at the industrial medical facility designated by the employer (unless the employee has pre-designated to use his or her own physician). Provide a copy of the Workers' Compensation Card to the employee to facilitate the medical provider's intake of the employee and the billing process. 5. Report. Complete the Employee Incident Call-In Report. Then, immediately call CharterSAFE's claim hotline (877) 263-9904 to report the claim. The hotline service will complete the state-mandated DLSR 5020 (Employer's First Report) for you and will send a copy to CharterSAFE and the claim adjuster. A claim will automatically be established and the adjuster will make contact. 6. There are state-imposed penalties for late or non-reporting. Report immediately. Stay involved and maintain an open dialogue with the employee — don't assume the claim administrator/adjuster is taking care of everything. 	<p>What to do if a student injury requiring professional medical treatment occurs.</p> <ol style="list-style-type: none"> 1. Provide first aid, refer student to the family's choice of medical provider, or if needed, call 911 for emergency medical treatment; contact parent/guardian per school policy (always contact immediately for head or eye injuries). Inform the parent that the Student Accident Insurance is available.* 2. Claim form. Complete Part 1A of the Gallagher Student Health/BMI Benefits claim form and sign it, then provide the parent/guardian with the claim form, instruction sheet and Student Injury Card. The parents are responsible for submitting a claim within 90 days, if they wish to do so. 3. Report. File an incident report by completing the online student injury form at chartersafe.org. A report number will be assigned and referenced if litigation occurs. <i>(This report is confidential and should NOT be given to parents.)</i> NOTE: This is not considered to be "filing a claim" — for medical bill payment, the parents must also complete the Gallagher Student Health/BMI Benefits claim form and send it to the insurance company, along with the requested documents. <p>*The Student Accident Insurance (SAI) provided by CharterSAFE covers medical expenses arising from student injuries. The family's health insurance is primary, but if there is no health insurance, the SAI becomes primary. SAI is a no-fault insurance coverage and claims do not impact the school's loss ratio. If parents are made aware of the coverage immediately following an incident, the likelihood of a lawsuit is reduced. The SAI covers students only when they are injured on campus or participating in a school-sponsored off-campus activity.</p>	<p>What to do if school-owned vehicle or property is damaged or stolen, liability claim, employment practices claim, or IEP/ Due Process is made against the school, or a guest injury occurs on your premises.</p> <p>NOTE: Any sexual abuse incident/allegation or claim asserted against the school must be reported as soon as it is brought to the attention of the school and mandated report is made — regardless whether a demand letter has been received or not. A delay in reporting could result in a lapse of coverage.</p> <ol style="list-style-type: none"> 1. Complete either the Liability Incident Call-In Report or the Property/Vehicle Loss Incident Call-In Report based upon the nature of the incident. <i>(These forms are confidential and should NOT be given to guests or third parties.)</i> 2. Report. Then immediately call CharterSAFE's claim hotline (877) 263-9904 to report the claim. A claim file will automatically be established and an adjuster will make contact. (This report is confidential and should NOT be given to guests or third parties.) Note: The hotline is a vendor-provided service that is available 24/7 and will contact CharterSAFE immediately in an emergency; they may not be able to answer all of your questions. For claim assistance please call (818) 709-1570.

MAY 2016

Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools

Enforcement of Section 9524

LEAs are required to file the certification as a condition of receiving funds under the ESEA. If an LEA fails to file the required certification, or files it in bad faith, the SEA should ensure compliance in accordance with its regular enforcement procedures. The Secretary considers an LEA to have filed a certification in bad faith if the LEA files the certification even though it has a policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools as set forth in this guidance. The General Education Provisions Act ("GEPA") authorizes the Secretary to bring enforcement actions against recipients of Federal education funds that are not in compliance with the law. Such measures may include withholding funds until the recipient comes into compliance. Section 9524 provides the Secretary with specific authority to issue and enforce orders with respect to an LEA that fails to provide the required certification to its SEA or files the certification in bad faith.

Overview of Governing Constitutional Principles

The relationship between religion and government in the United States is governed by the First Amendment to the Constitution, which both prevents the government from establishing religion and protects privately initiated religious expression and activities

from government interference and discrimination. [1] The First Amendment thus establishes certain limits on the conduct of public school officials as it relates to religious activity, including prayer.

The legal rules that govern the issue of constitutionally protected prayer in the public schools are similar to those that govern religious expression generally. Thus, in discussing the operation of Section 9524 of the ESEA, this guidance sometimes speaks in terms of "religious expression." There are a variety of issues relating to religion in the public schools, however, that this guidance is not intended to address.

The Supreme Court has repeatedly held that the First Amendment requires public school officials to be neutral in their treatment of religion, showing neither favoritism toward nor hostility against religious expression such as prayer. [2]

Accordingly, the First Amendment forbids religious activity that is sponsored by the government but protects religious activity that is initiated by private individuals, and the line between government-sponsored and privately initiated religious expression is vital to a proper understanding of the First Amendment's scope. As the Court has explained in several cases, "there is a crucial difference between **government** speech endorsing religion, which the Establishment Clause forbids, and **private** speech endorsing religion, which the Free Speech and Free Exercise Clauses protect." [3]

The Supreme Court's decisions over the past forty years set forth principles that distinguish impermissible governmental religious speech from the constitutionally protected private religious speech of students. For example, teachers and other public school officials may not lead their classes in prayer, devotional readings from the Bible, or other religious activities. [4] Nor may school officials attempt to persuade or compel students to participate in prayer or other religious activities. [5] Such conduct is "attributable to the State" and thus violates the Establishment Clause. [6]

Similarly, public school officials may not themselves decide that prayer should be included in school-sponsored events. In *Lee v. Weisman* [7], for example, the Supreme Court held that public school officials violated the Constitution in inviting a member of

the clergy to deliver a prayer at a graduation ceremony. Nor may school officials grant religious speakers preferential access to public audiences, or otherwise select public speakers on a basis that favors religious speech. In *Santa Fe Independent School District v. Doe* [8], for example, the Court invalidated a school's football game speaker policy on the ground that it was designed by school officials to result in pregame prayer, thus favoring religious expression over secular expression.

Although the Constitution forbids public school officials from directing or favoring prayer, students do not "shed their constitutional rights to freedom of speech or expression at the schoolhouse gate," [9] and the Supreme Court has made clear that "private religious speech, far from being a First Amendment orphan, is as fully protected under the Free Speech Clause as secular private expression." [10] Moreover, not all religious speech that takes place in the public schools or at school-sponsored events is governmental speech. [11] For example, "nothing in the Constitution ... prohibits any public school student from voluntarily praying at any time before, during, or after the school day," [12] and students may pray with fellow students during the school day on the same terms and conditions that they may engage in other conversation or speech. Likewise, local school authorities possess substantial discretion to impose rules of order and pedagogical restrictions on student activities, [13] but they may not structure or administer such rules to discriminate against student prayer or religious speech. For instance, where schools permit student expression on the basis of genuinely neutral criteria and students retain primary control over the content of their expression, the speech of students who choose to express themselves through religious means such as prayer is not attributable to the state and therefore may not be restricted because of its religious content. [14] Student remarks are not attributable to the state simply because they are delivered in a public setting or to a public audience. [15] As the Supreme Court has explained: "The proposition that schools do not endorse everything they fail to censor is not complicated," [16] and the Constitution mandates neutrality rather than hostility toward privately initiated religious expression. [17]

Applying the Governing Principles in Particular Contexts

Prayer During Noninstructional Time

Students may pray when not engaged in school activities or instruction, subject to the same rules designed to prevent material disruption of the educational program that are applied to other privately initiated expressive activities. Among other things, students may read their Bibles or other scriptures, say grace before meals, and pray or study religious materials with fellow students during recess, the lunch hour, or other noninstructional time to the same extent that they may engage in nonreligious activities. While school authorities may impose rules of order and pedagogical restrictions on student activities, they may not discriminate against student prayer or religious speech in applying such rules and restrictions.

Organized Prayer Groups and Activities

Students may organize prayer groups, religious clubs, and "see you at the pole" gatherings before school to the same extent that students are permitted to organize other non-curricular student activities groups. Such groups must be given the same access to school facilities for assembling as is given to other non-curricular groups, without discrimination because of the religious content of their expression. School authorities possess substantial discretion concerning whether to permit the use of school media for student advertising or announcements regarding non-curricular activities. However, where student groups that meet for nonreligious activities are permitted to advertise or announce their meetings—for example, by advertising in a student newspaper, making announcements on a student activities bulletin board or public address system, or handing out leaflets—school authorities may not discriminate against groups who meet to pray. School authorities may disclaim sponsorship of non-curricular groups and events, provided they administer such disclaimers in a manner that neither favors nor disfavors groups that meet to engage in prayer or religious speech.

Teachers, Administrators, and other School Employees

When acting in their official capacities as representatives of the state, teachers, school administrators, and other school

employees are prohibited by the Establishment Clause from encouraging or discouraging prayer, and from actively participating in such activity with students. Teachers may, however, take part in religious activities where the overall context makes clear that they are not participating in their official capacities. Before school or during lunch, for example, teachers may meet with other teachers for prayer or Bible study to the same extent that they may engage in other conversation or nonreligious activities. Similarly, teachers may participate in their personal capacities in privately sponsored baccalaureate ceremonies.

Moments of Silence

If a school has a "minute of silence" or other quiet periods during the school day, students are free to pray silently, or not to pray, during these periods of time. Teachers and other school employees may neither encourage nor discourage students from praying during such time periods.

Accommodation of Prayer During Instructional Time

It has long been established that schools have the discretion to dismiss students to off-premises religious instruction, provided that schools do not encourage or discourage participation in such instruction or penalize students for attending or not attending. Similarly, schools may excuse students from class to remove a significant burden on their religious exercise, where doing so would not impose material burdens on other students. For example, it would be lawful for schools to excuse Muslim students briefly from class to enable them to fulfill their religious obligations to pray during Ramadan.

Where school officials have a practice of excusing students from class on the basis of parents' requests for accommodation of nonreligious needs, religiously motivated requests for excusal may not be accorded less favorable treatment. In addition, in some circumstances, based on federal or state constitutional law or pursuant to state statutes, schools may be required to make accommodations that relieve substantial burdens on students' religious exercise. Schools officials are therefore encouraged to consult with their attorneys regarding such obligations.

Religious Expression and Prayer in Class Assignments

Students may express their beliefs about religion in homework,

artwork, and other written and oral assignments free from discrimination based on the religious content of their submissions. Such home and classroom work should be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by the school. Thus, if a teacher's assignment involves writing a poem, the work of a student who submits a poem in the form of a prayer (for example, a psalm) should be judged on the basis of academic standards (such as literary quality) and neither penalized nor rewarded on account of its religious content.

Student Assemblies and Extracurricular Events

Student speakers at student assemblies and extracurricular activities such as sporting events may not be selected on a basis that either favors or disfavors religious speech. Where student speakers are selected on the basis of genuinely neutral, evenhanded criteria and retain primary control over the content of their expression, that expression is not attributable to the school and therefore may not be restricted because of its religious (or anti-religious) content. By contrast, where school officials determine or substantially control the content of what is expressed, such speech is attributable to the school and may not include prayer or other specifically religious (or anti-religious) content. To avoid any mistaken perception that a school endorses student speech that is not in fact attributable to the school, school officials may make appropriate, neutral disclaimers to clarify that such speech (whether religious or nonreligious) is the speaker's and not the school's.

Prayer at Graduation

School officials may not mandate or organize prayer at graduation or select speakers for such events in a manner that favors religious speech such as prayer. Where students or other private graduation speakers are selected on the basis of genuinely neutral, evenhanded criteria and retain primary control over the content of their expression, however, that expression is not attributable to the school and therefore may not be restricted because of its religious (or anti-religious) content. To avoid any mistaken perception that a school endorses student or other private speech that is not in fact attributable to the school, school officials may make appropriate, neutral

disclaimers to clarify that such speech (whether religious or nonreligious) is the speaker's and not the school's.

Baccalaureate Ceremonies

School officials may not mandate or organize religious ceremonies. However, if a school makes its facilities and related services available to other private groups, it must make its facilities and services available on the same terms to organizers of privately sponsored religious baccalaureate ceremonies. In addition, a school may disclaim official endorsement of events sponsored by private groups, provided it does so in a manner that neither favors nor disfavors groups that meet to engage in prayer or religious speech.

2016-17 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Roger Coy
Authorized Representative Title	Director
Authorized Representative Signature Date	06/15/2016
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

TRCS 15-16 LCFF Budget - P2 - 5-13-16-4.xlsx