



**A G E N D A**  
**BOARD OF EDUCATION MEETING**  
**RIVERSIDE UNIFIED SCHOOL DISTRICT**  
**Board Room**  
**6735 Magnolia Avenue, Riverside, California**

**BOARD OF EDUCATION:**  
**MRS. PATRICIA**  
**LOCK-DAWSON,**  
**PRESIDENT**  
**MR. TOM HUNT,**  
**VICE PRESIDENT**  
**MRS. KATHY ALLAVIE,**  
**CLERK**  
**MRS. GAYLE CLOUD**  
**AND MR. BRENT LEE,**  
**MEMBERS**

**Closed Session – 5:00 p.m.**

**November 17, 2014**

**Open Session – 5:30 p.m.**

---

---

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification of accommodation in order to participate in a meeting should direct such request to the District Superintendent at 788-7135, Ext. 80402 at least 48 hours before the meeting, if possible.

As required by Government Code 54957.5, agenda materials can be reviewed by the public at the District's administrative offices, Reception Area, First Floor, 3380 Fourteenth Street, Riverside, California.

*At approximately 9:00 p.m., the Board of Education will determine which of the remaining agenda items can be considered and acted upon prior to 9:30 p.m., and may continue all other items on which additional time is required until a future meeting. All meetings are scheduled to end at 9:30 p.m.*

**CALL MEETING TO ORDER – 5:00 p.m.**

**ESTABLISHMENT OF A QUORUM OF THE BOARD OF EDUCATION**

**PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS**

**CLOSED SESSION**

The Board of Education will recess to Closed Session at 5:00 p.m. to discuss:

1. Consideration of Pupil Services Matters Pursuant to Education Code Sections 35146 and 48918
2. Conference With Labor Negotiator Pursuant to Government Code Section 54957.6

District Representative:	David C. Hansen, Ed.D. District Superintendent
Employee Organizations:	Riverside City Teachers Association California School Employees Association

**RECONVENE OPEN SESSION**

The Board of Education will convene in Open Session at 5:30 p.m.

**MARTIN LUTHER KING HIGH SCHOOL NAVY JROTC COLOR GUARD PRESENTATION**

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to our flag will be led by Charlotte Petty, 6<sup>th</sup> grade Monroe Elementary School student.

<u>Oral Report Assigned To</u>	<u>For Board</u>	<u>Page</u>
------------------------------------	----------------------	-------------

## SECTION A – PRESENTATION

### **A.1 Recognition of John F. Kennedy Elementary School Principal Lisa Betts and Assistant Principal Gayle Baker With the RUSD Honor Roll Award**

District Superintendent		1-2
----------------------------	--	-----

*The Board of Education will recognize John F. Kennedy Elementary School Principal Lisa Betts and Assistant Principal Gayle Baker with the RUSD Honor Roll Award for saving the life of a man who suffered an allergic reaction after he was stung by a bee.*

## SECTION B – DISTRICT SUPERINTENDENT’S REPORT

## SECTION C – REPORTS BY HIGH SCHOOL REPRESENTATIVES

### **C.1 High School Representatives**

*Alison Baird – John W. North High School  
Mae Johnson – Riverside Polytechnic High School  
Tracy Doan – Ramona High School  
Jakelin Cervantes – Educational Options Center/Riverside  
Virtual School*

## SECTION D – PUBLIC INPUT

*Public Input provides an opportunity for citizens to make suggestions, identify concerns, or request information about matters affecting the school District for items **NOT on the agenda**. Complaints against employees will normally be heard in Closed Session, and the District’s complaint procedure should be followed before discussion with the Board.*

*Individuals or groups who wish to address the Board are requested to fill out a “Request to Address the Board of Education” card located on the table at the back of the Board Room. Comments or presentations should be limited to three minutes or less.*

*Pursuant to the Brown Act, Board of Education members cannot discuss or take action on any item which does not appear on the Consent and Action Calendars of the agenda. The Board of Education*

may provide a reference to staff or other resources of information, request staff to report back at a subsequent meeting, or direct staff to place an item on a future agenda.

**SECTION E – DISTRICT EMPLOYEE GROUP REPORT**

**E.1 RCTA Presentation by Mr. Tim Martin, President, Riverside City Teachers Association**

District Superintendent

*Mr. Tim Martin will report on the activities and accomplishments of the Riverside City Teachers Association (RCTA).*

**SECTION F – CONSENT**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Vote \_\_\_\_\_

*All items listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items to be removed from the Consent Calendar.*

**F.1 Minutes of Board Meetings**

District Superintendent      Consent      3-8

*October 28, 2014 – Special Board Meeting  
November 3, 2014 – Regular Board Meeting*

**F.2 Warrant List No. 8**

Deputy Supt. Business      Consent      9-14

*The payment for the purchase of goods, materials, and services is done in school districts with checks called warrants. Warrant lists are presented to the Board of Education for ratification.*

**F.3 Acceptance of Gifts and Donations to the District**

Deputy Supt. Business      Consent      15-16

*Individuals and entities may make gifts or donations of usable items or money to the District. Gifts or donations of \$100 or more in value are accepted and acknowledged by the Board of Education.*

**F.4 Rejection of Late Claim – Joshua Jorge**

Deputy Supt. Business      Consent      17

*A claim for damage has been received and the recommendation is to reject the Application for Leave to Present Late Claim.*

- |            |   |                          |         |       |
|------------|---|--------------------------|---------|-------|
| <b>F.5</b> | <b>Resolution No. 2014/15-15 – Resolution of the Board of Education of the Riverside Unified School District Adopting the Findings Contained in the Annual and Five-Year Developer Fee Reports for Fiscal Years 2009/2010 Through 2013/2014</b> | Deputy Supt.<br>Business | Consent | 18-23 |
|------------|---|--------------------------|---------|-------|

*Government Code Sections 66001 and 66006 require agencies collecting developer fees to make an annual accounting of those fees available to the public by December 27<sup>th</sup> of each year.*

- |            |  |                          |         |       |
|------------|--|--------------------------|---------|-------|
| <b>F.6</b> | <b>Investment Report for Quarter Ending September 30, 2014</b> | Deputy Supt.<br>Business | Consent | 24-48 |
|------------|--|--------------------------|---------|-------|

*A status report on the District's funds and investments may be prepared on a quarterly basis for the Superintendent's and the Board of Education's information.*

- |            |                      |                          |         |       |
|------------|----------------------|--------------------------|---------|-------|
| <b>F.7</b> | <b>Change Orders</b> | Deputy Supt.<br>Business | Consent | 49-83 |
|------------|----------------------|--------------------------|---------|-------|

**Approval of Change Order No. 2 – Bid No. 2013/14-06 – Category 01 – Site Development – Liberty Elementary School Wing Addition**

*A change is recommended in the scope of work for the Site Development category at the Liberty Elementary School Wing Addition.*

**Approval of Change Order No. 1 – Bid No. 2013/14-07 – Category 02 – Concrete – Liberty Elementary School Wing Addition**

*A change is recommended in the scope of work for the Concrete category at the Liberty Elementary School Wing Addition.*

**Approval of Change Order No. 1 – Bid No. 2013/14-08 – Category 03 – Fence & Gates – Liberty Elementary School Wing Addition**

*A change is recommended in the scope of work for the Fences & Gates category at the Liberty Elementary School Wing Addition.*

**Approval of Change Order No. 1 – Bid No. 2013/14-13 – Category 08 – Casework – Liberty Elementary School Wing Addition**

*A change is recommended in the scope of work for the Casework category at the Liberty Elementary School Wing Addition.*



**Approval of Change Order No. 1 – Bid No. 2013/14-23 –  
Category 18 –Drywall & Plaster – Liberty Elementary  
School Wing Addition**

*A change is recommended in the scope of work for the Drywall  
& Plaster category at the Liberty Elementary School Wing  
Addition.*

**Approval of Change Order No. 1 – Bid No. 2013/14-26 –  
Category 21 – Acoustical – Liberty Elementary School Wing  
Addition**

*A change is recommended in the scope of work for the  
Acoustical category at the Liberty Elementary School Wing  
Addition.*

**Approval of Change Order No. 5 – Bid No. 2013/14-52 –  
Restroom Renovation – Monroe Elementary School**

*A change is recommended in the scope of work for the  
Restroom Renovation – Monroe Elementary School.*

**Approval of Change Order No. 1 – Bid No. 2013/14-64 –  
Exterior Alterations – Riverside Polytechnic High School**

*A change is recommended in the scope of work for the Exterior  
Alterations – Riverside Polytechnic High School.*

**F.8 Notices of Completion**

Deputy Supt.      Consent      84-128  
Business

**Notice of Completion – Purchase Order C6003151 – Bid No.  
2013/14-06 – Category 01 – Site Development – Liberty  
Elementary School Wing Addition**

*A Notice of Completion is recommended for Site Development –  
Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003150 – Bid No.  
2013/14-08 – Category 03 – Fences & Gates – Liberty  
Elementary School Wing Addition**

*A Notice of Completion is recommended for Fences & Gates –  
Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003154 – Bid No.  
2013/14-09 – Category 04 – Structural Steel – Liberty  
Elementary School Wing Addition**

*A Notice of Completion is recommended for Structural Steel – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003127 – Bid No. 2013/14-11 – Category 06 – Roofing – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Roofing – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003128 – Bid No. 2013/14-12 – Category 07 – Sheet Metal – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Sheet Metal – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003129 – Bid No. 2013/14-13 – Category 08 – Casework – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Casework – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003130 – Bid No. 2013/14-14 – Category 09 – Doors & Hardware – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Doors & Hardware – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003131 – Bid No. 2013/14-15 – Category 10 – Glass & Glazing – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Glass & Glazing – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003132 – Bid No. 2013/14-16 – Category 11 – Flooring – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Flooring – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003158 – Bid No. 2013/14-21 – Category 16 – Plumbing – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Plumbing – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003135 – Bid No. 2013/14-22 – Category 17 – Painting – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Painting – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003155 – Bid No. 2013/14-23 – Category 18 – Drywall & Plaster – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Drywall & Plaster – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003153 – Bid No. 2013/14-25 – Category 20 – Ceramic Tile – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Ceramic Tile – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003156 – Bid No. 2013/14-26 – Category 21 – Acoustical – Liberty Elementary School Wing Addition**

*A Notice of Completion is recommended for Acoustical – Liberty Elementary School Wing Addition.*

**Notice of Completion – Purchase Order C6003273 – Bid No. 2013/14-64 – Exterior Alterations – Riverside Polytechnic High School**

*A Notice of Completion is recommended for Exterior Alterations – Riverside Polytechnic High School.*

**F.9 Title I Schoolwide Plan Adoption**

Asst. Supt.  
Curr. & Inst.  
K-12

Consent 129-130

*The No Child Left Behind Act requires Board approval of Title I Schoolwide Plans.*

**F.10 Recommended Actions From the Administrative Hearing Panel and/or the Executive Director, Pupil Services/SELPA and Adoption of the Findings of Fact for All Approved Cases**

Exec. Director  
Pupil Serv./SELPA

Consent Confidential  
Insert

**Cases for Expulsion With a Recommendation for Suspended Expulsion**

*Education Code Section 48917 provides that a student who has been recommended for expulsion may have the expulsion suspended by the Board of Education. The suspended expulsion is valid for the term of the original expulsion order. The student is placed upon school probation, assigned to a school program, and must remain there until the conditions identified in the Rehabilitation Plan are met.*

*Student Cases: #2014-016, #2014-018, #2014-021 , #2014-022, #2014-027, #2014-028*

**F.11 Certificated Personnel Assignment Order CE 2014/15-08** Asst. Supt. Personnel Consent 131-133

*The latest District’s management, certificated personnel actions are presented to the Board of Education for approval.*

**F.12 Classified/Non-Classified Personnel Assignment Order CL 2014/15-08** Asst. Supt. Personnel Consent 134-140

*The latest District’s classified personnel actions are presented to the Board of Education for approval.*

**SECTION G – REPORT/DISCUSSION**

**G.1 Fall 2014 Enrollment Report** Asst. Supt. Operations Report 141-152

*The actual K-12 fall 2014 enrollment will be presented and contrasted with projected enrollment and prior year’s enrollment.*

**G.2 State Testing Update** Asst. Supt. Instructional Support K-12 Report 153

*Staff will offer an update on spring testing time and topic contrasts from past testing.*

**G.3 Disclosure of a Tentative Agreement Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association** Deputy Supt. Business Report 154-367

*This item represents the public disclosure of the terms and conditions, including financial impact, of a Tentative Agreement for employees represented by the Riverside City Teachers Association.*

## SECTION H – PUBLIC HEARING

### **H.1 Public Hearing – Charter School Petition Review**

Asst. Supt.  
Curr. & Inst.  
K-12      Public  
Hearing      368-566

*The Board of Education will hold a public hearing, pursuant to California Education Code Section 47605(b), to consider the level of support for a charter school petition filed for the establishment of the Encore High School for the Arts-Riverside.*

## SECTION I – ACTION

### **I.1 Board Policy #6161.12 – Selection, Adoption, and Reconsideration of Learning and Library Resources – Second Reading**

Asst. Supt.  
Curr. & Inst.  
K-12      Action  
Second  
Reading      567-569

*Revised Board Policy #6161.12 – Selection, Adoption, and Reconsideration of Learning and Library Resources have been prepared for the Board of Education’s consideration for Second Reading and approval.*

Moved\_\_\_\_\_ Seconded\_\_\_\_\_ Vote\_\_\_\_\_

### **I.2 Approval of Substitute Teachers’ Employee Salaries Amended**

Asst. Supt.  
Personnel      Action      570-571

*Approval is requested for increasing the substitute teacher rates.*

Moved\_\_\_\_\_ Seconded\_\_\_\_\_ Vote\_\_\_\_\_

### **I.3 Arlington High School Varsity Baseball Backstop Extension – Approval for Design Funding**

Asst. Supt.  
Operations      Action      572

*The Board of Education will be asked to approve funding for the design of the Arlington High School Varsity Baseball Backstop Extension.*

Moved\_\_\_\_\_ Seconded\_\_\_\_\_ Vote\_\_\_\_\_

### **I.4 Ramona High School Theater Remodel Design and Budget Approval**

Asst. Supt.  
Operations      Action      573-594

*The Ramona High School Theater Remodel design and budget will be presented for Board approval.*

Moved\_\_\_\_\_ Seconded\_\_\_\_\_ Vote\_\_\_\_\_

### **I.5 Resolution No. 2014/15-16 – Resolution of the Board of**

Deputy Supt.  
Business      Action      595-599

**Directors of the Riverside Unified School District Financing Authority Establishing Regular Meetings**

*Resolution to establish regular meeting days and times for the Riverside Unified School District Financing Authority.*

Moved\_\_\_\_\_ Seconded\_\_\_\_\_ Vote\_\_\_\_\_

**I.6 Resolution No. 2014/15-17 – Resolution of the Board of Education of the Riverside Unified School District in Support of the March Air Reserve Base and the Naval Surface Warfare Center Corona**

District Action 600-602  
Superintendent

*Resolution in support of the March Air Reserve Base and the Naval Surface Warfare Center Corona.*

Moved\_\_\_\_\_ Seconded\_\_\_\_\_ Vote\_\_\_\_\_

**SECTION J – CONCLUSION**

**J.1 Board Members’ Comments**

**J.2 Agenda Items for Future Meetings  
Monday, December 8, 2014 – Annual Organizational Meeting**

**ADJOURNMENT**

The next regular meeting of the Board of Education is scheduled for Monday, December 8, 2014. The meeting will be called to order at 4:30 p.m. in the Board Room at 6735 Magnolia Avenue, Riverside, California. The Board will adjourn to Closed Session from 4:30 to 5:30 p.m., at which time the Board of Education will reconvene in Open Session.

**Board Meeting Agenda  
November 17, 2014**

Topic: Recognition of John F. Kennedy Elementary School Principal Lisa Betts and Assistant Principal Gayle Baker With the RUSD Honor Roll Award

Presented by: David C. Hansen, Ed.D., District Superintendent

Responsible

Cabinet Member: David C. Hansen, Ed.D., District Superintendent

Type of Item: Presentation

Short Description: The Board of Education will recognize John F. Kennedy Elementary School Principal Lisa Betts and Assistant Principal Gayle Baker with the RUSD Honor Roll Award for saving the life of a man who suffered an allergic reaction after he was stung by a bee.

---

**DESCRIPTION OF AGENDA ITEM:**

The Board of Education will honor John F. Kennedy Elementary School Principal Lisa Betts and Assistant Principal Gayle Baker with the RUSD Honor Roll Award for saving the life of a man who suffered an allergic reaction after he was stung by a bee. On Oct. 14, 2014, a woman ran into the school office looking for help for a man who had been stung by a bee and was having difficulty breathing. Mrs. Betts and Mrs. Baker ran to help the man. The homeowner was on the phone with 911, but didn't know how to use the man's EpiPen. At the dispatcher's instruction, Mrs. Betts grabbed the pen and gave it to Mrs. Baker who injected it into the man's leg. Firefighters and emergency room personnel noted that their quick action saved the man's life.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** None. Presentation only.

---

**ADDITIONAL MATERIAL:** Honor Roll Nomination form

## ***RUSD Honor Roll***



The RUSD Honor Roll consists of employees, parents and community members who have demonstrated extraordinary service to students, the Riverside Unified School District, or public education, above and beyond the normal standards and expectations.

Anyone may nominate an individual for membership on the RUSD Honor Roll.

### **Nominees: Lisa Betts and Gayle Baker**

**Description of exceptional service:** On Tuesday, October 14, a woman ran into the John F. Kennedy Elementary School office and alerted Principal Lisa Betts and Assistant Principal Gayle Baker that a man had been stung by a bee and collapsed at a home across the street. When Mrs. Betts and Mrs. Baker arrived, he was having difficulty breathing as he was talking with a 911 dispatcher. He said that he had an EpiPen, but did not know how to use it. Mrs. Betts grabbed the EpiPen and gave it to Mrs. Baker, who quickly injected the man in the leg at the direction of the 911 dispatcher. Paramedics arrived soon after and took the man to the hospital. Firefighters and emergency room personnel stated that the quick action of our school personnel saved the man's life.



**RIVERSIDE UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL BOARD OF EDUCATION MEETING  
TUESDAY, OCTOBER 28, 2014  
UNIVERSITY HEIGHTS MIDDLE SCHOOL LIBRARY  
1155 MASSACHUSETTS AVENUE, RIVERSIDE, CALIFORNIA**

**CALL MEETING TO ORDER**

Mrs. Lock-Dawson, Board President, called the Special Board meeting to order at 5:35 p.m.

**MEMBERS PRESENT**

Mrs. Patricia Lock-Dawson, President; Mr. Tom Hunt, Vice-President; Mrs. Kathy Allavie, Clerk; Mrs. Gayle Cloud, Member; and Mr. Brent Lee, Member.

Also present were District Superintendent, Dr. David C. Hansen; Dr. Kent Bechler, and Mr. Rich Thome, Leadership Associates; and other interested citizens.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to our flag was led by Dr. Bechler.

**SECTION A – PUBLIC INPUT**

There were no requests received to speak to the Board of Education.

**SECTION B – GOVERNANCE TEAM WORKSHOP**

- B.1 Agenda/Introduction/Opening Presentation**
- B.2 Board/Superintendent Operating Procedures**
- B.3 Board Member Procedures**

The Board took a break from 6:40 to 6:54 p.m.

- B.3 Board Member Procedures (continued)**
- B.4 Superintendent Protocols**

**SECTION C – CONCLUSION**

**C.1 Board Members' Comments**

There were no comments made by the Board members.

**ADJOURNMENT**

Mrs. Lock-Dawson adjourned the Public Session at 8:20 p.m.

Kathy Allavie  
Clerk  
Board of Education

This is an uncorrected copy of Board Minutes. The Minutes do not become official until they are approved by the Board at the next meeting.

**RIVERSIDE UNIFIED SCHOOL DISTRICT  
MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION  
MONDAY, NOVEMBER 3, 2014  
BOARD ROOM  
6735 MAGNOLIA AVENUE, RIVERSIDE, CALIFORNIA**

**CALL THE MEETING TO ORDER**

Mrs. Lock-Dawson, Board President, called the meeting to order at 4:00 p.m.

**MEMBERS PRESENT**

Mrs. Patricia Lock-Dawson, Board President; Mr. Tom Hunt, Vice President; Mrs. Kathy Allavie, Board Clerk; Mrs. Gayle Cloud, Member; and Mr. Brent Lee, Member.

Also present were District Superintendent, Dr. David C. Hansen, members of the staff, and other interested citizens.

**PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS**

There were no requests received to address the Board members regarding Closed Session items.

The Board adjourned to Closed Session at 4:00 p.m.

**CLOSED SESSION**

1. Consideration of Pupil Services Matters Pursuant to Education Code Sections 35146 and 48918
2. Conference With Labor Negotiator Pursuant to Government Code Section 54957.6
 

District Representative:	David C. Hansen, Ed.D., District Superintendent
Employee Organizations:	Riverside City Teachers Association California School Employees Association
3. Conference With Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Pursuant to Subdivision (d) of Section 54956.9: (1 case)
4. Consideration of Public Employee Appointment Pursuant to Government Code Section 54957.6
 

Title:	Senior Program Evaluator
--------	--------------------------
5. Real Property Negotiations Pursuant to Government Code Section 54956.8 to Discuss the Price and Terms of Purchase and/or Sale of Real Property
 

District Negotiator:	Michael H. Fine, Deputy Superintendent
Property:	APN #223-092-028, Riverside

**RECONVENE OPEN SESSION**

The Board reconvened in Open Session at 5:30 p.m. Mrs. Lock-Dawson announced that the following action was taken by the Board during Closed Session:

It was moved by Mr. Hunt and seconded by Mrs. Allavie to appoint Dr. Crystal Howard-Johnson, Senior Program Evaluator:

AYES: Allavie, Cloud, Hunt, Lee, Lock-Dawson  
NOES: None  
ABSENT: None  
ABSTAIN: None

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to our flag was led by Allysiah Campbell, 6<sup>th</sup> grade student from Magnolia Elementary School.

### **GROUP PERFORMANCE**

Members of the Ramona Arts Magnet performed for the Board of Education.

### **SECTION A – PRESENTATIONS**

#### **A.1 Burlington Northern Santa Fe (BNSF) Railway Presentation**

Mrs. Lynn Carmen Day, Chief Academic Officer, introduced Ms. Lena Kent, BNSF Director of Public Affairs, who shared a video regarding their recent Rail Safety Twitter Contest.

#### **A.2 Riverside Public Utilities (RPU) Rebate Check**

Mr. Orin Williams, Director, Maintenance and Operations, introduced Energy Managers Ms. Mary Jane Gyll and Mr. Mike Fitzgerald, who received a check from Mr. Ryan Gleason, RPU, in the amount of \$10,292.70.

### **SECTION B – DISTRICT SUPERINTENDENT'S REPORT**

District Superintendent Hansen welcomed Dr. Crystal Howard-Johnson. In addition, he introduced Mr. Michael Gull, Instructional Services Specialist, 7-12 History-Social Science/K-12 Intervention; and Mr. Matt Cash, Instructional Services Specialist, Mathematics TK-6<sup>th</sup> Grade.

He reported that the new Elementary Report Card system has been completely rewritten to accommodate the new Common Core standards, and was released to teachers today.

He shared that on Wednesday, Oct. 29, that he and Tim Walker joined California Baptist University (CBU) as they hosted dignitaries from Lebanon. He said the purpose of their visit was to meet with people familiar with the implementation of federal and state special education laws and policies. He noted that they are on a fact finding tour as they are in the process of drafting inaugural special education legislation for Lebanon.

He stated that last Thursday and Friday, he attended the Urban Education Dialog meeting with several superintendents. He said that some of the topics discussed during the meeting included: LCAP-Year 1 Implementation, Common Core State Standards, and College and Career Readiness.

In closing, he shared since the last Board meeting he has continued his walk through of classrooms at Bryant, Sunshine School, Arlington, and today at Chemawa Middle School.

Mrs. Lynn Carmen Day shared that on October 23 Ms. Janet Downey, Coordinator, After School Programs, was honored with a special presentation in Sacramento with the Visionary Leadership Award at the State Capitol Building from the Department of Education – Afterschool Division. She noted that this award was in recognition for her

leadership, innovation, compassion, creativity, resourcefulness, and dedication in operating stellar afterschool programs. She discussed that Red Ribbon Week was held at the end of October, and as a District we provided materials and wristbands to our school sites.

**SECTION C – REPORTS BY HIGH SCHOOL REPRESENTATIVES**

**C.1 Reports presented by Martin Luther King, Abraham Lincoln, and Arlington High Schools’ Student Board Representatives.**

**SECTION D – PUBLIC INPUT**

The following individuals addressed the Board members: Ms. Kathi Garrett and Ms. Rose Gerhartz discussed activities supported by the Special Education Booster Club.

**SECTION E – DISTRICT EMPLOYEE GROUP REPORT**

**E.1 CSEA Presentation by Mr. David Tovar, 3<sup>rd</sup> Vice President, Riverside Unified School District, Chapter #506**

Mr. David Tovar provided a report on the activities and accomplishments of the California School Employees Association (CSEA).

**E.2 Riverside Council PTA Presentation by Ms. Sandie Page, President**

Ms. Sandie Page provided a report on the activities and accomplishments of the Riverside Council Parent Teacher Association (PTA).

**SECTION F – CONSENT**

Approval of the Consent Calendar was moved by Mr. Hunt and seconded by Mrs. Allavie and approved by members present, with the exception of Item F.3 which was pulled for discussion, with the following roll call vote:

- AYES: Allavie, Cloud, Hunt, Lee, Lock-Dawson
- NOES: None
- ABSENT: None
- ABSTAIN: None

Items in the Consent Calendar have been published with the agenda and copies are on file in the District administrative offices.

**ITEM PULLED FOR DISCUSSION**

**F.3 Acceptance of Gifts and Donations to the District**

The Riverside Museum Associates (RMA) were recognized for their generous donation to RUSD.

Item F.3 was moved by Mrs. Allavie and seconded by Mrs. Cloud and was unanimously approved by members present with the following roll call vote:

- AYES: Cloud, Hunt, Lee, Allavie, Lock-Dawson
- NOES: None
- ABSENT: None
- ABSTAIN: None

**SECTION G – REPORT/DISCUSSION**

**G.1 Policy #9110 – Bylaws of the Board – Regular Members: Terms of Office – First Reading of Two Options**

Mr. Michael Fine, Deputy Superintendent, Business Services and Governmental Relations, reviewed revised Board Policy #9110 – Bylaws of the Board – Regular Members: Terms of Office and discussed the two options that were being presented for First Reading.

After much discussion, the Board members agreed to not change Policy #9110.

**G-2 Board Policy #6161.12 – Selection, Adoption, and Reconsideration of Learning and Library Resources – First Reading**

Mr. Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12, reviewed a PowerPoint discussing revisions to Board Policy #6161.12, stating that the changes were being presented to the Board of Education for First Reading.

The Board members provided their input on changes that need to be brought forward on the second reading.

**SECTION H – ACTION**

**H.1 Approval of Substitute Teachers’ Employee Salaries**

Mrs. Susan Mills, Assistant Superintendent, Department of Personnel-Leadership and Development, shared a brief PowerPoint with information regarding current substitute rates for surrounding districts. She stated that staff is recommending a 20 percent increase from the daily and long-term substitute teacher rate.

The item was moved by Mrs. Allavie and seconded by Mr. Lee and was approved by the following roll call vote to approve the Substitute Teacher Salaries effective November 11, 2014:

AYES: Allavie, Hunt, Lee, Lock-Dawson  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: Cloud

**SECTION I – CONCLUSION**

**I.1 Board Members’ Comments**

Mr. Hunt voiced that it would be helpful if Mr. Tim Walker, Executive Director, Pupil Services/SELPA to provide a short workshop regarding the Robert’s Rules of Order. He stated that he would be in London during the Re-Dedication of the Art Littleworth Theater, and he thanked Mrs. Allavie and Mrs. Cloud for taking the lead with the event. He said that he enjoyed the Board Shared Governance Workshop that was held on October 28 and stated that familiarity breeds understanding. Mr. Hunt mentioned that he was talking to the Riverside County Sheriff Stan Sniff and he questioned if John W. North High School is working with the Sheriff’s Department or just the Riverside Police Department (RPD). Mr. Fine said that he would look into the matter. Mr. Hunt reminded everyone that tomorrow is Election Day.

Mr. Lee had no items to report.

Mrs. Cloud thanked Mrs. Allavie for chairing the Littleworth Committee and thanked staff. She indicated that everyone is going to be happy with the theater and the timeline mural. She recognized Mrs. Paredes who will be retiring soon and thanked her for the many years of service to RUSD. She discussed her opportunity to participate in the California School Boards Association (CSBA) Local Control and Accountability (LCAP) meeting that was convened last week. She stated that it was a very interesting meeting with about 25 people in attendance. She discussed that we have been blessed with how our LCAP process has proceeded, and that RUSD is held with a high degree of success for our work with our LCAP. She thanked Mr. Fine and Dr. Hansen for all of their hard work and she thanked our staff that has been involved during the process.

Mrs. Allavie commended those that worked on the Substitute Handbook and stated that current and new employees should be receiving a copy. She discussed the Ramona High School Club Information 2014-15 – Making Connections booklet that was provided by Ramona's Student Board Representative at the last meeting, and she stated that this great information regarding clubs that students can get involved in and suggested that this should be passed along to other schools. She discussed the property on Merrill Avenue next to America's Tire Store and her concerns related to rezoning the property for multi-family apartments. She stated that she would like the District represented when this item is discussed before City Council, and Mrs. Lock-Dawson agreed that the District should be represented to speak about the liability of families living next to the railroad tracks.

Mr. Hunt stated that he would like the Elementary Report Card approval information provided to the Board Members. He thanked Mrs. Allavie for bringing up the rezoning item on Merrill Avenue. He said if there is a consensus, that a strong letter should be written to the City stating that our school is not designed for high density.

Mrs. Lock-Dawson said that she is proud of the productive and responsive why that the Board is working together.

## **I.2 Next Board Meeting: November 17, 2014**

### **ADJOURNMENT**

Mrs. Lock-Dawson adjourned to Closed Session at 7:49 p.m. in memory of Hazel Yakub former cafeteria manager.

Kathy Allavie  
Clerk  
Board of Education

**Board Meeting Agenda  
November 17, 2014**

Topic: Warrant List No. 8

Presented by: Jeannie Darnell, Account Clerk, Business Services

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: The payment for the purchase of goods, materials, and services is done in school districts with checks called warrants. Warrant lists are presented to the Board of Education for ratification.

---

---

**DESCRIPTION OF AGENDA ITEM:**

B-Warrants in excess of \$2,000.00 issued since last period. Invoices for the claims have been checked and audited by the Business Office. Warrants for the claims have been prepared.

---

**FISCAL IMPACT:** \$4,072,194.44

**RECOMMENDATION:** It is recommended that the Board of Education approve the warrants.

---

---

**ADDITIONAL MATERIAL:** Warrant List No. 8

Attached: Yes

## RIVERSIDE UNIFIED SCHOOL DISTRICT

### Commercial Warrant Listing 2014 - 2015

October 11, 2014 THRU October 24, 2014

B-Warrants In Excess of \$1,999.00 Issued Since Last Period

Claim	Date	Fund	Warrant	Vendor Name	Claim Amount
<b><u>GENERAL FUND UNRESTRICTED 03</u></b>					
233842	10/13/2014	03	14874524	STATE BOARD OF EQUALIZATION	\$17,353.00
233844	10/13/2014	03	14874526	APPLE INC.	\$2,005.05
233867	10/14/2014	03	14876127	LAMITEK USA, INC.	\$3,535.92
233869	10/14/2014	03	14876129	LAWN MOWER CENTER	\$3,762.22
233879	10/14/2014	03	14876139	ILLUMINATE EDUCATION, INC.	\$7,500.00
233896	10/14/2014	03	14876156	NICK RAIL MUSIC	\$2,775.17
233913	10/14/2014	03	14876173	FLINN SCIENTIFIC CO INC	\$6,855.81
233946	10/15/2014	03	14876435	TEEZERS	\$2,296.62
233979	10/16/2014	03	14877711	HOUGHTON MIFFLIN CO.	\$81,900.00
233986	10/16/2014	03	14877718	WAXIE SANITARY SUPPLY	\$8,945.37
233991	10/16/2014	03	14877723	GOLF CARS OF RIVERSIDE	\$3,888.00
233995	10/16/2014	03	14877727	INLAND PRESORT AND MAILING SERVICES	\$2,442.62
234001	10/16/2014	03	14877733	CADA CENTRAL	\$2,000.00
234003	10/16/2014	03	14877735	DISNEYLAND	\$2,793.96
234036	10/16/2014	03	14877768	AGUA MANSA MRF, LLC	\$12,638.57
234041	10/16/2014	03	14877773	US POSTAL SERVICE	\$15,000.00
234059	10/17/2014	03	14879418	OCEAN INSTITUTE	\$3,190.00
234082	10/17/2014	03	14879440	AMS.NET, INC	\$16,200.00
234085	10/17/2014	03	14879443	CR&R INC.	\$4,864.02
234095	10/17/2014	03	14879453	NATIONAL GEOGRAPHIC	\$3,317.49
234113	10/17/2014	03	14879471	PALI INSTITUTE	\$11,309.38
234114	10/17/2014	03	14879472	PARTY UP ENTERTAINMENT	\$4,600.00
234115	10/17/2014	03	14879473	UNIVERSITY OF CA, DAVIS	\$3,391.92
234134	10/20/2014	03	14880078	CANON SOLUTIONS AMERICA, INC.	\$4,638.60
234146	10/20/2014	03	14880090	INTERNATIONAL BACCALAUREATE	\$9,500.00
234164	10/20/2014	03	14880108	STUDENT TRANSPORTATION OF AMERICA	\$72,909.85
234165	10/20/2014	03	14880109	STUDENT TRANSPORTATION OF AMERICA	\$33,153.05
234166	10/20/2014	03	14880110	STUDENT TRANSPORTATION OF AMERICA	\$182,258.17
234167	10/20/2014	03	14880111	STUDENT TRANSPORTATION OF AMERICA	\$83,086.47
234168	10/20/2014	03	14880112	STUDENT TRANSPORTATION OF AMERICA	\$182,190.65
234169	10/20/2014	03	14880113	STUDENT TRANSPORTATION OF AMERICA	\$82,896.39
234170	10/20/2014	03	14880114	STUDENT TRANSPORTATION OF AMERICA	\$24,591.83
234175	10/20/2014	03	14880119	SCHOOL HEALTH SERVICES REGISTRY	\$4,868.75
234196	10/20/2014	03	14880140	PEAK EXPECTATIONS, INC.	\$3,298.93
234223	10/21/2014	03	14880976	COPYLITE INC	\$3,060.00
234224	10/21/2014	03	14880977	ID ACTIVE WEAR, INC.	\$3,175.20
234235	10/21/2014	03	14880988	URIBE PRINTING	\$2,715.48
234253	10/21/2014	03	14881006	XEROX CORPORATION	\$23,699.00
234255	10/21/2014	03	14881008	PEGLEG ENTERTAINMENT	\$13,300.00
234264	10/23/2014	03	14883680	ALTURA CREDIT UNION	\$26,561.98
234266	10/22/2014	03	14883154	MILE HIGH PINES	\$3,450.00
234282	10/22/2014	03	14883170	IPEVO INC.	\$3,197.88
234334	10/23/2014	03	14883682	WAXIE SANITARY SUPPLY	\$19,728.70
234338	10/23/2014	03	14883686	WESTERN MUNICIPAL WATER DISTRICT	\$6,899.92
234357	10/23/2014	03	14883705	GUIDED DISCOVERIES, INC.	\$4,600.00



234368	10/23/2014	03	14883716	CDI COMPUTER DEALERS, INC.	\$8,790.00
234383	10/23/2014	03	14883731	STATE OF CA/DEPT. JUSTICE	\$7,287.00
234387	10/23/2014	03	14883735	UNISOURCE CORPORATION #168300	\$20,600.70
234404	10/23/2014	03	14883752	UNIFIED PACKAGING, INC.	\$2,734.22
234408	10/24/2014	03	14884609	GUIDED DISCOVERIES, INC.	\$4,400.00
234443	10/24/2014	03	14884644	LAWN MOWER CENTER	\$2,049.17
234447	10/24/2014	03	14884648	LPA ARCHITECTS	\$5,000.00
234450	10/24/2014	03	14884651	KMBS C/O BURTRONICS BUSINESS SYSTEMS	\$15,199.37
234451	10/24/2014	03	14884652	KMBS C/O BURTRONICS BUSINESS SYSTEMS	\$15,199.37
234455	10/24/2014	03	14884656	HEWLETT PACKARD-STL GOVT. SALES	\$2,740.15

**TOTAL FOR FUND 03    \$1,100,345.95**

**GENERAL FUND RESTRICTED 06**

233831	10/13/2014	06	14874513	JOHN WILEY & SONS, INC.	\$2,685.00
233839	10/13/2014	06	14874521	FOLLETT SCHOOL SOLUTIONS, INC.	\$19,095.38
233847	10/13/2014	06	14874529	APPLE INC.	\$51,794.83
233849	10/13/2014	06	14874531	EDUCATION ELEMENTS, INC.	\$25,200.00
233854	10/13/2014	06	14874536	HOPE, INC.	\$2,812.84
233855	10/13/2014	06	14874537	OAK GROVE INSTITUTE	\$7,196.89
233859	10/13/2014	06	14874541	COMPUTERIZED EMBROIDERY COMPANY	\$2,237.33
233882	10/14/2014	06	14876142	CALIFORNIA MATHEMATICS COUNCIL	\$3,375.00
233895	10/14/2014	06	14876155	COYNE & ASSOCIATES EDUCATION CORP.	\$3,027.55
233898	10/14/2014	06	14876158	COYNE & ASSOCIATES EDUCATION CORP.	\$2,957.94
233902	10/14/2014	06	14876162	COYNE & ASSOCIATES EDUCATION CORP.	\$5,528.73
233920	10/15/2014	06	14876409	PROPEL BY A PLUS, LLC	\$16,896.50
233922	10/15/2014	06	14876411	RIVERSIDE ARTS COUNCIL	\$4,096.55
233928	10/15/2014	06	14876417	PARKHOUSE TIRE, INC.	\$2,114.22
233997	10/16/2014	06	14877729	OXFORD UNIVERSITY PRESS	\$5,080.79
234009	10/16/2014	06	14877741	AUTISM BEHAVIOR CONSULTANTS	\$4,605.65
234015	10/16/2014	06	14877747	AUTISM BEHAVIOR CONSULTANTS	\$3,957.80
234017	10/16/2014	06	14877749	AUTISM BEHAVIOR CONSULTANTS	\$7,679.40
234020	10/16/2014	06	14877752	AUTISM BEHAVIOR CONSULTANTS	\$4,809.70
234023	10/16/2014	06	14877755	CENTER FOR AUTISM C.A.R.D.	\$9,522.79
234031	10/16/2014	06	14877763	CENTER FOR AUTISM C.A.R.D.	\$2,111.25
234034	10/16/2014	06	14877766	CODY EDUCATIONAL ENTERPRISES, INC.	\$7,366.80
234086	10/17/2014	06	14879444	CLIMATEC, LLC	\$2,460.00
234105	10/17/2014	06	14879463	BRICKLEY ENVIROMENTAL	\$5,950.00
234106	10/17/2014	06	14879464	AMTECH ELEVATORS	\$3,544.11
234107	10/17/2014	06	14879465	AMTECH ELEVATORS	\$2,714.40
234111	10/17/2014	06	14879469	RUSSO, FLECK AND ASSOCIATES	\$8,476.00
234147	10/20/2014	06	14880091	EDUCATION ELEMENTS, INC.	\$8,400.00
234151	10/20/2014	06	14880095	AMBERWICK CORPORATION	\$6,108.02
234154	10/20/2014	06	14880098	CCS PRESENTATION SYS	\$5,292.00
234171	10/20/2014	06	14880115	SOMERSET EDUCATIONAL SERVICES INC.	\$20,424.50
234174	10/20/2014	06	14880118	STARTING GATE EDUCATIONAL SERVICES	\$151,079.53
234176	10/20/2014	06	14880120	UP & MOVIN' PEDIATRIC PHYSICAL THERAPY PC	\$6,483.09
234178	10/20/2014	06	14880122	SOCO GROUP, INC.	\$27,560.21
234213	10/21/2014	06	14880966	CAROLYN E. WYLIE CENTER	\$2,040.00
234242	10/21/2014	06	14880995	SIGLER WHOLESALE DISTRIBUTORS	\$2,163.78
234249	10/21/2014	06	14881002	ROSETTA STONE LTD.	\$21,800.00
234267	10/22/2014	06	14883155	MACMILLAN/MCGRAW HILL	\$19,032.64
234270	10/22/2014	06	14883158	RIVERSIDE PUBLISHING CO.	\$4,076.46
234285	10/22/2014	06	14883173	MACMILLAN/MCGRAW HILL	\$19,365.47

234298	10/22/2014	06	14883186	SIEMENS INDUSTRY, INC.	\$3,584.68
234309	10/22/2014	06	14883197	PEARSON EDUCATION, INC.	\$3,197.09
234311	10/22/2014	06	14883199	RIPPLE EFFECTS, INC.	\$3,057.92
234332	10/22/2014	06	14883220	INLAND LIGHTING SUPPLIES INC	\$7,879.68
234341	10/23/2014	06	14883689	MONTGOMERY HARDWARE COMPANY	\$2,403.81
234366	10/23/2014	06	14883714	DISNEYLAND	\$2,320.00
234370	10/23/2014	06	14883718	CULVER-NEWLIN INCORPORATED	\$2,240.35
234372	10/23/2014	06	14883720	J. GLENNA CONSTRUCTION INC.	\$6,538.00
234374	10/23/2014	06	14883722	B&H PHOTO	\$2,914.12
234382	10/23/2014	06	14883730	BRIGHT FUTURES ACADEMY LLC	\$62,468.22
234384	10/23/2014	06	14883732	A.C.C.E.S.S., INC.	\$10,423.25
234388	10/23/2014	06	14883736	GOFORTH & MARTI	\$2,856.47
234395	10/23/2014	06	14883743	SMARDAN SUPPLY CO.	\$2,860.19
234400	10/23/2014	06	14883748	WATERLINE TECHNOLOGIES, INC.	\$2,701.56
234409	10/24/2014	06	14884610	KAD ENGINEERING	\$5,749.00

**TOTAL FOR FUND 06      \$632,317.49**

**ADULT EDUCATION FUND 11**

233877	10/14/2014	11	14876137	MCGRAW HILL	\$3,375.75
233945	10/15/2014	11	14876434	STECK-VAUGHN COMPANY	\$3,549.19

**TOTAL FOR FUND 11      \$6,924.94**

**CAFETERIA SPECIAL REVENUE FUND 13**

233861	10/13/2014	13	14874543	STATE BOARD OF EQUALIZATION	\$2,905.00
233893	10/14/2014	13	14876153	GOLD STAR FOODS, INC.	\$3,846.31
233897	10/14/2014	13	14876157	GOLD STAR FOODS, INC.	\$3,342.72
233899	10/14/2014	13	14876159	GOLD STAR FOODS, INC.	\$15,915.75
233901	10/14/2014	13	14876161	GOLD STAR FOODS, INC.	\$19,081.48
233903	10/14/2014	13	14876163	GOLD STAR FOODS, INC.	\$23,949.65
233905	10/14/2014	13	14876165	GOLD STAR FOODS, INC.	\$2,879.90
233906	10/14/2014	13	14876166	GOLD STAR FOODS, INC.	\$18,082.95
233907	10/14/2014	13	14876167	GOLD STAR FOODS, INC.	\$9,582.67
233908	10/14/2014	13	14876168	GOLD STAR FOODS, INC.	\$13,533.35
233909	10/14/2014	13	14876169	GOLD STAR FOODS, INC.	\$6,288.04
233910	10/14/2014	13	14876170	GOLD STAR FOODS, INC.	\$17,538.24
233911	10/14/2014	13	14876171	MORENO BROS. DIST.	\$2,678.42
234025	10/16/2014	13	14877757	GOOD, ALBA	\$2,880.00
234029	10/16/2014	13	14877761	KNIGHT, ROBERT C.	\$3,000.00
234038	10/16/2014	13	14877770	BOB & GARY'S	\$3,585.00
234045	10/16/2014	13	14877777	HOLLANDIA DAIRY	\$48,534.92
234046	10/16/2014	13	14877778	DEMATTEO'S PIZZA	\$3,037.75
234051	10/16/2014	13	14877783	LEABO FOODS DIST., INC.	\$9,958.00
234053	10/16/2014	13	14877785	LEABO FOODS DIST., INC.	\$2,207.50
234179	10/20/2014	13	14880123	PLASTIC PACKAGE INC.	\$14,026.90
234183	10/20/2014	13	14880127	SYSCO RIVERSIDE, INC.	\$8,899.24
234188	10/20/2014	13	14880132	SYSCO RIVERSIDE, INC.	\$8,686.20
234231	10/21/2014	13	14880984	US FOODSERVICE, INC. - JOSEPH WEBB	\$3,557.21
234261	10/22/2014	13	14883150	HOLLANDIA DAIRY	\$48,936.59
234265	10/22/2014	13	14883153	SUNRISE PRODUCE COMPANY	\$5,068.55
234268	10/22/2014	13	14883156	SUNRISE PRODUCE COMPANY	\$6,409.32
234269	10/22/2014	13	14883157	GOLD STAR FOODS, INC.	\$3,136.45
234271	10/22/2014	13	14883159	GOLD STAR FOODS, INC.	\$5,647.54
234272	10/22/2014	13	14883160	SUNRISE PRODUCE COMPANY	\$32,388.70
234273	10/22/2014	13	14883161	SUNRISE PRODUCE COMPANY	\$2,819.22

234275	10/22/2014	13	14883163	GOLD STAR FOODS, INC.	\$5,632.29
234276	10/22/2014	13	14883164	POWELL, DOUG	\$8,908.50
234277	10/22/2014	13	14883165	KNIGHT, ROBERT C.	\$7,415.00
234278	10/22/2014	13	14883166	GOLD STAR FOODS, INC.	\$7,553.14
234280	10/22/2014	13	14883168	GIUMARRA VINEYARDS CORP	\$9,039.00
234364	10/23/2014	13	14883712	GOLD STAR FOODS, INC.	\$2,907.51
234367	10/23/2014	13	14883715	GOLD STAR FOODS, INC.	\$4,782.98
234380	10/23/2014	13	14883728	GOLD STAR FOODS, INC.	\$15,384.13
234389	10/23/2014	13	14883737	GOLD STAR FOODS, INC.	\$7,061.11
234392	10/23/2014	13	14883740	GOLD STAR FOODS, INC.	\$9,861.56
234394	10/23/2014	13	14883742	GOLD STAR FOODS, INC.	\$5,676.26
234399	10/23/2014	13	14883747	GOLD STAR FOODS, INC.	\$17,028.63
234405	10/24/2014	13	14884606	GOLD STAR FOODS, INC.	\$5,556.04
234406	10/24/2014	13	14884607	GOLD STAR FOODS, INC.	\$6,187.68
234411	10/24/2014	13	14884612	GOLD STAR FOODS, INC.	\$2,828.33
234412	10/24/2014	13	14884613	GOLD STAR FOODS, INC.	\$4,502.63
234413	10/24/2014	13	14884614	GOLD STAR FOODS, INC.	\$7,276.98
234414	10/24/2014	13	14884615	LEABO FOODS DIST., INC.	\$8,921.56
234415	10/24/2014	13	14884616	LEABO FOODS DIST., INC.	\$10,651.93
234457	10/24/2014	13	14884658	LEABO FOODS DIST., INC.	\$7,520.51
<b>TOTAL FOR FUND 13</b>					<b>\$507,099.34</b>
<b><u>BUILDING FUND 21</u></b>					
233845	10/13/2014	21	14874527	NEFF CONSTRUCTION, INC.	\$73,050.00
234429	10/24/2014	21	14884630	HMC ARCHITECTS	\$20,124.58
234435	10/24/2014	21	14884636	RIVER CITY TESTING	\$15,504.30
234437	10/24/2014	21	14884638	INLAND INSPECTIONS & CONSULTING	\$7,449.30
234444	10/24/2014	21	14884645	INLAND INSPECTIONS & CONSULTING	\$5,942.70
<b>TOTAL FOR FUND 21</b>					<b>\$122,070.88</b>
<b><u>CAPITAL FACILITIES FUND 25</u></b>					
234158	10/20/2014	25	14880102	U.S. BANK GLOBAL CORP TRUST SERVICES	\$6,105.00
<b>TOTAL FOR FUND 25</b>					<b>\$6,105.00</b>
<b><u>SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS 40</u></b>					
233848	10/13/2014	40	14874530	PENPOINT ARCHITECTURAL SIGNS	\$4,641.50
<b>TOTAL FOR FUND 40</b>					<b>\$4,641.50</b>

**DEBT SERVICE FUND 56**

234391	10/23/2014	56	14883739	U.S. BANK GLOBAL CORP TRUST SERVICES	\$471,782.74
<b>TOTAL FOR FUND 56</b>					<b>\$471,782.74</b>

**SELF-INSURANCE FUND 67**

233840	10/13/2014	67	14874522	UNION BANK OF CALIFORNIA 2740029080	\$251,062.40
233881	10/14/2014	67	14876141	DELTA HEALTH SYSTEMS	\$163,270.44
234042	10/16/2014	67	14877774	RUSD WORKER'S COMP TRUST	\$27,479.91
234110	10/17/2014	67	14879468	UNION BANK OF CALIFORNIA 2740029080	\$173,247.94
234293	10/22/2014	67	14883181	RUSD WORKER'S COMP TRUST	\$44,037.21
234301	10/22/2014	67	14883189	UNION BANK OF CALIFORNIA 2740029080	\$278,299.11
<b>TOTAL FOR FUND 67</b>					<b>\$937,397.01</b>

**MULTIPLE FUND CODES**

234346	10/23/2014		14883694	OFFICE MAX	\$18,491.10
234347	10/23/2014		14883695	OFFICE MAX	\$13,677.38
234348	10/23/2014		14883696	OFFICE MAX	\$6,028.32
234349	10/23/2014		14883697	OFFICE MAX	\$3,397.13
234352	10/23/2014		14883700	OFFICE MAX	\$16,883.74
234359	10/23/2014		14883707	OFFICE MAX	\$11,722.86
234360	10/23/2014		14883708	OFFICE MAX	\$4,991.94
234361	10/23/2014		14883709	OFFICE MAX	\$2,216.20

<b>TOTAL FOR VARIOUS FUND CODES</b>	<b>\$77,408.67</b>
<b>TOTAL OF WARRANTS OVER \$1,999.00</b>	<b>\$3,866,093.52</b>
<b>TOTAL OF WARRANTS UNDER \$1,999.00</b>	<b>\$206,100.92</b>
<b>GRAND TOTAL OF WARRANTS</b>	<b>\$4,072,194.44</b>

**Board Meeting Agenda  
November 17, 2014**

Topic: Acceptance of Gifts and Donations to the District

Presented by: Donna Manson, Account Clerk, Business Services

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: Individuals and entities may make gifts or donations of usable items or money to the District. Gifts or donations of \$100 or more in value are accepted and acknowledged by the Board of Education.

---

**DESCRIPTION OF AGENDA ITEM**

- Bryant Elementary School received \$5,000.00 from Scott and Lisa Jones for school supplies.
- Central Middle School received \$1,000.00 from Southern California Gas to help fund their Arts and Innovation program.
- Martin Luther King High School received the following:
  - \$5,000.00 from Countryside Photographers
  - A golf cart donated from Robert Metz for the softball program valued at \$4,100.00
- Riverside Polytechnic High School received the following for their Wrestling Program:
  - \$260.00 from Zorba's Restaurant, Inc.
  - \$300.00 from Elliots for Pets
  - \$500.00 from Carpets by Duane, Inc
- Ramona High School had 30 cadets manage the parking for the Citrus Run at Riverside Plaza from REEF valued at \$200.00.

- Riverside Adult School received personal English Dictionaries from the Elks Club of Riverside valued at \$360.00.
- George Washington Elementary School received the following for their Dance Club:
  - \$500.00 from Mr. and Mrs. B. Bryson, Emma Bryson & Ella Bryson
  - \$150.00 from Jeremy and Kerry Pendergast
  - \$100.00 from James and Lori Kosan
  - \$200.00 from Walter's Auto Sales & Service, Inc.
- Victoria Elementary School received a \$1,750.00 grant from Target Corporation for playground improvement.

Values are set by the donor, and the District has not conducted any independent assessment as to the actual value of the gifted donated item. Inclusion of the value on the report is for information only and does not represent an affirmation of the value.

---

**FISCAL IMPACT: \$ 19,420.00**

**RECOMMENDATION:** It is recommendation that the Board of Education accept the above gifts and donations.

---

**ADDITIONAL MATERIAL:** None



## Riverside Unified School District

---

3380 14<sup>th</sup> Street • Riverside, CA • 92501

### Board Meeting Agenda November 17, 2014

Topic: Rejection of Late Claim – Joshua Jorge

Presented by: Kathy Everhart, Director, Risk Management

Responsible  
Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and  
Governmental Relations

Type of Item: Consent

Short Description: A claim for damage has been received and the recommendation is to reject  
Application for Leave to Present Late Claim.

---

#### **DESCRIPTION OF AGENDA ITEM:**

A claim for damage has been filed for personal injury.

The claim's adjuster recommends rejection of the Application for Leave to Present Late Claim.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education reject and return the  
above late claim in accordance with Californian Government Code, Section 913.

---

**ADDITIONAL MATERIAL:** None



## Riverside Unified School District

---

3380 14<sup>th</sup> Street • Riverside, CA • 92501

### Board Meeting Agenda November 17, 2014

Topic: Resolution No. 2014/15-15 – Resolution of the Board of Education of the Riverside Unified School District Adopting the Findings Contained in the Annual and Five-Year Developer Fee Reports for Fiscal Years 2009/2010 Through 2013/2014

Presented by: Annette Alvarez, Fiscal Services Manager

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: Government Code Sections 66001 and 66006 require agencies collecting developer fees to make an annual accounting of those fees available to the public by December 27<sup>th</sup> of each year.

---

---

#### DESCRIPTION OF AGENDA ITEM:

Government Code Section 66006(a) and (b) requires that each school district collecting school facilities fees provide an annual accounting to the public as to how the fees were utilized.

The school facilities fees are collected from the owners of residential, commercial, and industrial development projects to mitigate the costs of providing interim and permanent school facilities to students generated from such development. School Facilities fees collected by the District consist of the following:

1. For the 2013/2014 fiscal year, from July 1, 2013 to May 18, 2014, commercial and/or industrial development statutory fees collected were \$0.51 per square foot. From May 19, 2014 through the end of the fiscal year, commercial and/or industrial development statutory fees collected were \$0.54 per square foot. Statutory Level I residential fees for room additions were \$3.20 per square foot from July 1, 2013 to May 18, 2014. From May 19, 2014 through the end of the fiscal year, \$3.36 per square foot were collected for Level I residential fees for room additions. From July 1, 2013 through the end of the fiscal year, Level II residential fees collected pursuant to Education Code Section 17620 and Government Code Section 65995 were \$3.77 per square foot.
2. Activity for 2009/2010 through 2013/2014 – Please see the attached summary report for a five-year period and the attached detail report for 2013/2014.



3. Public Improvement Expenditures – Expenditures made from mitigation fees have been used to support student housing related to growth and for interim housing (pending construction of permanent facilities). Expenditures also include applicable administrative costs such as clerical, legal, demographic, audit, and banking fees associated to the Capital Facilities Fund.
4. Planned Future Improvements – Future projects are driven by enrollment growth and/or decline at the school sites. Projects include, but are not limited to, providing classroom furniture, installing new portables, relocating portables from one site to another, and adding lunch and shade shelters. New portable installation includes electrical, data, and plumbing connections, grading, and ramps. Relocation of portables from one site to another includes electrical, data and plumbing disconnect and reconnect, grading, and ramps, as well as restoring the prior site.
5. Description of Each Interfund Transfer or Loan Made from the Capital Facilities Fund and Description of Public Improvement on Which the Transferred or Loaned Fees will be Expended – Interfund transfers made to the Debt Service Fund in order to support long-term debt payments for public improvements made in prior years.

<b>Public Improvement Project</b>	<b>Estimated Amount</b>	<b>Estimated End Date</b>
Debt Service for Prior Year Projects	\$0.00	Ongoing-Subject To Availability Of Funds.

6. Refunds Made Pursuant to Government Code Section 66001(e) and (f) – No refund of school facilities fees are required as the District has not collected sufficient funds to complete the financing of necessary public improvements to accommodate students generated from new and expanding development.

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education adopt the findings contained in the Annual and Five-Year Developer Fee Reports for Fiscal Years 2009/2010 through 2013/2014.

**ADDITIONAL MATERIAL:** Resolution No. 2014/15-15, Summary Report for a Five-year Period, and a Detailed Report of Public Improvement Expenditures for 2013/2014

Attached: Yes

**RIVERSIDE UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2014/15-15**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE UNIFIED SCHOOL DISTRICT ADOPTING THE FINDINGS CONTAINED IN THE ANNUAL AND FIVE-YEAR DEVELOPER FEE REPORTS FOR FISCAL YEARS 2009/2010 THROUGH 2013/2014**

**WHEREAS**, pursuant to its authority under Education Code Section 17620 and Government Code Section 65995, the Board of Education has previously adopted and imposed statutory school fees for the 2013/2014 fiscal year on residential, commercial and industrial development (“Developer Fees”) to mitigate the impact of new development on the Riverside Unified School District (“District”); and adopted Level II and Level III alternate residential development fees; and

**WHEREAS**, the District has deposited all Developer Fees that it has received in a separate non-commingled capital facilities fund (“Capital Facilities Fund”) established for such a purpose, pursuant to Government Code Section 66006(a) and (b); and

**WHEREAS**, the District has made available to the public within one hundred and eighty (180) days of the end of the 2013/2014 fiscal year the Annual and Five-Year Developer Fee Reports for Fiscal Years 2009/2010 through 2013/2014; and

**WHEREAS**, the District has reviewed the information provided in the Annual and Five-Year Developer Fee Reports and has determined the information contained therein to be true and correct; and

**WHEREAS**, the Annual Developer Fee Report was prepared in accordance with Government Code Section 66006(b)(1); and

**WHEREAS**, the Five-Year Developer Fee Report was prepared in accordance with Government Code Section 66001(d);

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE RIVERSIDE UNIFIED SCHOOL DISTRICT AS FOLLOWS:**

Section 1. The Board has reviewed the information provided in the Annual and Five-Year Developer Fee Reports and finds them to be true and correct.

Section 2. The Board, based upon the information contained in the Annual Developer Fee Report, finds as follows:

Section 2.1 That the Annual Developer Fee Report describes the types of fees contained in the Capital Facilities Fund, including the amount of the fees, the beginning and ending balance of the Capital Facilities Fund, as well as the amount of fees collected, and the interest earned thereon.

Section 2.2 That the Annual Developer Fee Report identifies each public improvement on which Developer Fees were expended.

**PASSED AND ADOPTED** by the Board of Education of the Riverside Unified School District at its regular meeting held on November 17, 2014 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

---

Kathy Y. Allavie, Clerk  
Board of Education

Dated: \_\_\_\_\_

**RIVERSIDE UNIFIED SCHOOL DISTRICT  
ANNUAL DEVELOPER FEE REPORT  
2013/2014**

Pursuant to California Government Code 66006(a), (b)

<b><u>PUBLIC IMPROVEMENT</u></b>	<b><u>EXPENDED</u></b>
Bryant Elementary School Architectural services for portable classroom	\$ 5,512.50
Henry W. Longfellow Elementary School Portable classroom phones, data cables, and whiteboards	\$ 5,823.03
Madison Elementary School Portable classroom data cables and emergency repair	\$ 4,255.00
Woodcrest Elementary School Architectural services for portable classroom	\$ 1,575.00
Martin Luther King High School Portable restroom rental	\$ 13,800.00
Administrative Expenses Administrative Costs associated to the administration of the fee mitigation program, bank charges, legal costs, DSA certification costs, audit and disclosure expenses, and costs related to clerical duties.	\$ 148,764.72
TOTAL EXPENDITURES:	\$ <u>179,730.25</u>

## DEVELOPER FEES FIVE-YEAR ACTIVITY REPORT

	2009-10	2010-11	2011-12	2012-13	2013-14
Beginning Balance	\$ 5,385,845	\$ 4,987,231	\$ 3,789,545	\$ 3,579,656	\$ 2,612,534
Revenues:					
Mitigation / Developer Fees	\$ 1,701,666	\$ 538,916	\$ 368,602	\$ 473,428	\$ 1,017,222
Interest Earned	\$ 78,682	\$ 37,461	\$ 26,230	\$ 17,159	\$ 13,557
Other Local Revenue	\$ 118,171	\$ 42,062	\$ 42,735	\$ 46,577	\$ 39,363
<b>Total Revenue</b>	<b>\$ 1,898,519</b>	<b>\$ 618,439</b>	<b>\$ 437,567</b>	<b>\$ 537,164</b>	<b>\$ 1,070,142</b>
Expenditures:					
Classified Salaries	\$ 39,500	\$ 11,967	\$ 7,987	\$ 10,536	\$ 24,918
Employee Benefits	\$ 11,550	\$ 4,201	\$ 3,071	\$ 3,667	\$ 5,599
Supplies	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Services and Other Operating Expenses	\$ 85,208	\$ 78,335	\$ 92,874	\$ 122,251	\$ 86,568
Capital Outlay	\$ 221,982	\$ 33,251	\$ 32,923	\$ 77,496	\$ 62,646
Other Transfers	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Debt Service	\$ 1,938,893	\$ 1,688,372	\$ 510,601	\$ 1,290,336	\$ -0-
<b>Total Expenditures</b>	<b>\$ 2,297,133</b>	<b>\$ 1,816,125</b>	<b>\$ 647,456</b>	<b>\$ 1,504,286</b>	<b>\$ 179,730</b>
<b>Ending Balance</b>	<b>\$ 4,987,231</b>	<b>\$ 3,789,545</b>	<b>\$ 3,579,656</b>	<b>\$ 2,612,534</b>	<b>\$ 3,502,945</b>

**Board Meeting Agenda  
November 17, 2014**

Topic: Investment Report for Quarter Ending September 30, 2014

Presented by: Sandra L. Meekins, Director, Business Services

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: A status report on the District's funds and investments may be prepared on a quarterly basis for the Superintendent's and the Board of Education's information.

---

---

**DESCRIPTION OF AGENDA ITEM:**

California Government Code Section 53646 states that funds and investments held by or in trust for the District may be reported to the governing Board on a quarterly basis.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education accept the Investment Report.

---

---

**ADDITIONAL MATERIAL:**

1. Cash and Investments Treasury Report for the Quarter Ending September 30, 2014.
2. The County of Riverside Treasurer's Pooled Investment Monthly Report for September 2014

Attached: Yes

**Riverside Unified School District**  
**CASH AND INVESTMENTS TREASURY REPORT**  
**SUMMARY**

For the Quarter Ending  
September 30, 2014

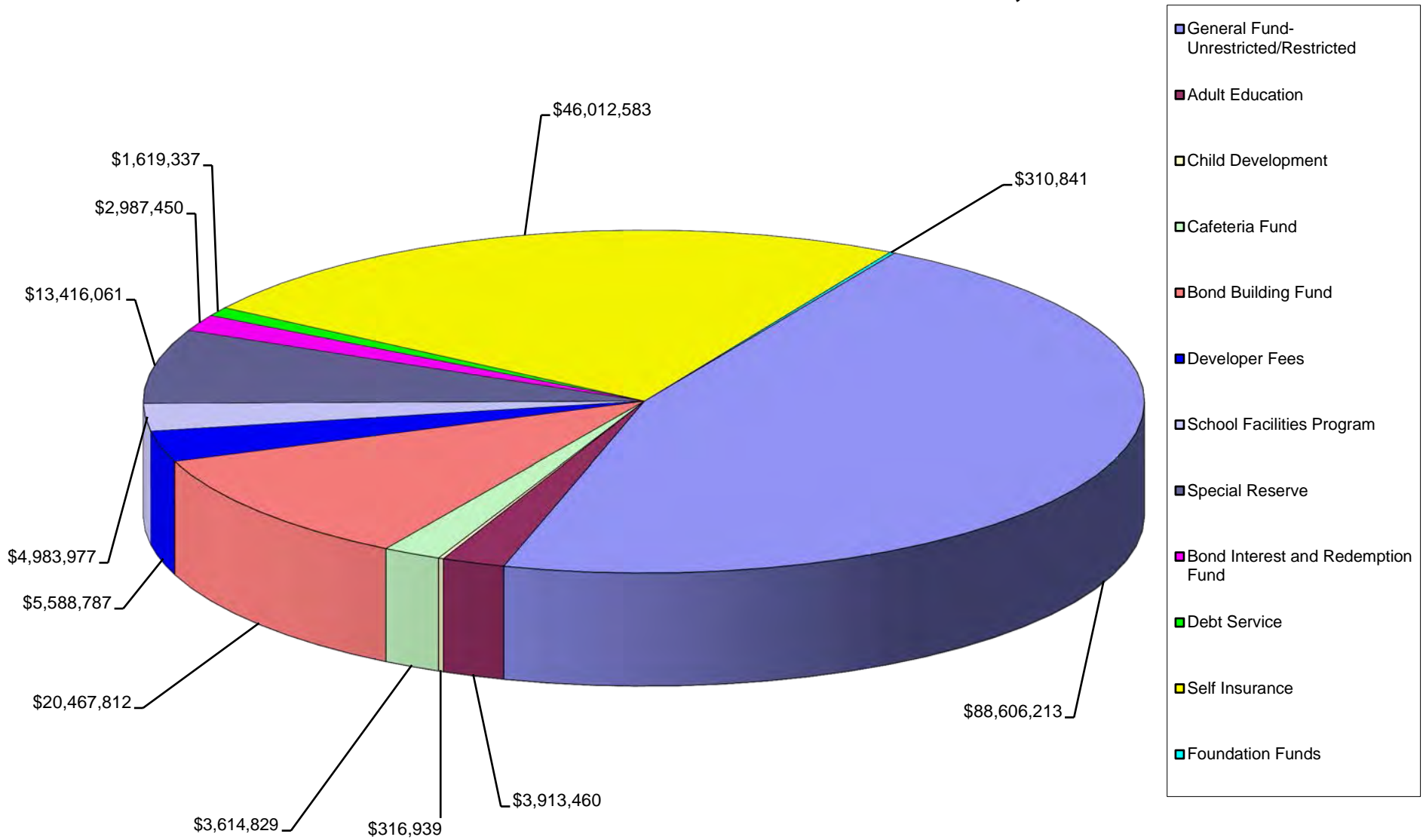
<b>General Portfolio</b>	<b>Book Value</b>	<b>Market Value</b>
Riverside County Treasurer	\$191,838,290	\$191,836,371
Funds with Bank Institutions	\$1,885,304	\$1,885,304
ASB & Trust Accounts	\$1,582,521	\$1,582,521
<b>Total General Portfolio</b>	<b>\$195,306,115</b>	<b>\$195,304,197</b>

<b>Funds with Fiscal Agent</b>	<b>\$18,783,278</b>	<b>\$18,664,189</b>
--------------------------------	---------------------	---------------------

The market value of funds held by the County Treasurer equates to the District's pro-rata share of the market value of the entire County investment pool.  
The book value for County Pool is the withdrawal value provided by the County Treasurer.  
The market values for funds held in checking, savings, money market accounts do not change.  
The fiscal agent provided the market value for investments held in their accounts.  
This report meets the requirement of Government Code Section 16481 and 53601.

# CASH FUNDS WITH RIVERSIDE COUNTY TREASURER FOR THE QUARTER ENDING SEPTEMBER 30, 2014





**Riverside Unified School District**  
**FUNDS IN RIVERSIDE COUNTY TREASURER INVESTMENT POOL**  
For the Quarter Ending  
September 30, 2014

Fund or Account	Fund Number	Account Number	Fund Total	
General Fund-Unrestricted/Restricted	03/06	9110	\$88,606,213	
Adult Education	11	9110	\$3,913,460	
Child Development	12	9110	\$316,939	
Cafeteria Fund	13	9110	\$3,614,829	
Bond Building Fund	21	9110	\$20,467,812	
Developer Fees	25	9110	\$5,588,787	
School Facilities Program	35	9110	\$4,983,977	
Special Reserve	40	9110	\$13,416,061	
Bond Interest & Redemption Fund	51	9110	\$2,987,450	
Debt Service	56	9110	\$1,619,337	
Self Insurance	67	9110	\$46,012,583	
Foundation Funds	73	9110	<u>\$310,841</u>	
<b>Total Funds in County Investment Pool (Book Value)</b>			<u><u>\$191,838,290</u></u>	<b>Market Value (See Note)</b>
				<u><u>\$191,836,371</u></u>

Annualized Yield for Quarter Ended 06/30/14 0.35%

Annualized Yield for Quarter Ended 03/31/14 0.33%

**Note: Market value share equates to the District's pro-rata share of the market value of the entire County Investment Pool.**

**Riverside Unified School District**  
**FUNDS WITH BANK INSTITUTIONS**  
For the Quarter Ending  
September 30, 2014

<u>Account Name</u>	<u>Institution</u>	<u>Deposits</u>	<u>Interest Rate</u>
Checking Account Revolving Funds	Altura Credit Union	\$129,392	0.15%
Checking Account Clearing Accounts	Altura Credit Union	\$73,017	0.15%
Checking Account RAS	Altura Credit Union	\$31,661	0.15%
Money Market Nutrition Services	Altura Credit Union	\$547,051	0.15%
Checking Account Workers Compensation	Altura Credit Union	\$110,023	0.15%
Checking Account Property and Liability	Altura Credit Union	\$150,018	0.15%
Checking Account Medical Insurance	Union Bank of California	<u>\$844,142</u>	0.00%
<b>Total Funds with Bank Institutions</b>		<u><u>\$1,885,304</u></u>	

**Riverside Unified School District**  
**ASB AND TRUST FUNDS WITH BANK INSTITUTIONS**  
For the Period Ending  
September 30,2014

Account Name	Institution	Associated Student Body (ASB)	Trusts	Total
Arlington High	Altura Credit Union	\$47,032	\$135,647	\$182,678
Central Middle	Altura Credit Union	\$12,032	\$6,906	\$18,938
Chemawa Middle	Altura Credit Union	\$13,895	\$29,428	\$43,322
Amelia Earhart Middle	Altura Credit Union	\$25,552	\$25,937	\$51,489
Matthew Gage Middle	Altura Credit Union	\$39,040	\$42,042	\$81,082
Abraham Lincoln High School	Altura Credit Union	\$1,628	\$0	\$1,628
Abraham Lincoln High School	Altura Credit Union	\$1,916	\$0	\$1,916
Martin Luther King High School	Altura Credit Union	\$298,367	\$176,326	\$474,693
Frank Augustus Miller Middle School	Altura Credit Union	\$21,154	\$48,230	\$69,384
John W. North High School	Altura Credit Union	\$22,949	\$83,609	\$106,558
Riverside Polytechnic High School	Altura Credit Union	\$154,604	\$115,419	\$270,023
Raincross High School	Altura Credit Union	\$2,743	\$0	\$2,743
Ramona High School	Altura Credit Union	\$73,476	\$108,661	\$182,137
Ramona High School	Altura Credit Union	\$14,521	\$21,475	\$35,997
Riverside Adult School	Altura Credit Union	\$1,424	\$0	\$1,424
Sierra Middle School	Altura Credit Union	\$28,362	\$8,540	\$36,902
STEM Academy	Altura Credit Union	\$3,388	\$2,881	\$6,269
University Heights Middle	Altura Credit Union	-\$3,745	\$19,082	\$15,337
		<u>\$758,339</u>	<u>\$824,182</u>	<u>\$1,582,521</u>
		ASB Funds	\$758,339	
		Trust Funds	\$824,182	
<b>Total ASB &amp; Trust Funds with Bank Institutions</b>		<u><u>\$1,582,521</u></u>		

## Riverside Unified School District

### FUNDS WITH FISCAL AGENT

For the Quarter Ending  
September 30, 2014

<i>Investment</i>	<i>Financing</i>	<i>Issue</i>	<i>Book Value</i>	<i>Market Value</i>	<i>Price</i>	<i>Yield*</i>	<i>Maturity Date</i>
First American Govt Oblig	CFD #2	Special Tax Fund	\$3,074	\$3,074	100.000	0.000%	N/A
First American Govt Oblig	CFD #2	Surplus Fund	\$210,461	\$210,461	100.000	0.000%	N/A
		<b>Total</b>	<b>\$213,535</b>	<b>\$213,535</b>			
First American Govt Oblig	CFD #3	Special Tax Fund	\$224	\$224	100.000	0.000%	N/A
First American Govt Oblig	CFD #3	Surplus Fund	\$13,585	\$13,585	100.000	0.000%	N/A
		<b>Total</b>	<b>\$13,809</b>	<b>\$13,809</b>			
First American Govt Oblig	CFD #4	Special Tax Fund	\$244	\$244	100.000	0.000%	N/A
First American Govt Oblig	CFD #4	Surplus Fund	\$46,272	\$46,272	100.000	0.000%	N/A
		<b>Total</b>	<b>\$46,516</b>	<b>\$46,516</b>			
First American Govt Oblig	CFD #6, 1	Special Tax Fund	\$1,182	\$1,182	100.000	0.000%	N/A
First American Govt Oblig	CFD #6, 1	Surplus Fund	\$60,939	\$60,939	100.000	0.000%	N/A
		<b>Total</b>	<b>\$62,121</b>	<b>\$62,121</b>			
First American Govt Oblig	CFD #6, 2	Special Tax Fund	\$754	\$754	100.000	0.000%	N/A
First American Govt Oblig	CFD #6, 2	Surplus Fund	\$65,735	\$65,735	100.000	0.000%	N/A
		<b>Total</b>	<b>\$66,489</b>	<b>\$66,489</b>			
First American Treas Oblig	CFD #7	Surplus Fund	\$915,695	\$915,695	100.000	0.000%	N/A
First American Treas Oblig	CFD #7	Reserve Fund	\$11,120	\$11,120	100.000	0.000%	N/A
FHLMC Medium Term Note	CFD #7	Reserve Fund	\$109,990	\$108,552	100.000	99.589%	7/28/2017
FNMA Medium Term Note	CFD #7	Reserve Fund	\$577,980	\$575,273	100.925	1.250%	1/30/2017
Private Exempt Funding	CFD #7	Reserve Fund	\$1,018,651	\$1,003,701	100.976	1.375%	2/15/2017
		<b>Total</b>	<b>\$2,633,436</b>	<b>\$2,614,341</b>			
First American Govt Oblig	CFD #8	Special Tax Fund	\$266	\$266	100.000	0.000%	N/A
First American Govt Oblig	CFD #8	Surplus Fund	\$30,359	\$30,359	100.000	0.000%	N/A
		<b>Total</b>	<b>\$30,625</b>	<b>\$30,625</b>			
First American Govt Oblig	CFD #9, 1	Special Tax Fund	\$362	\$362	100.000	0.000%	N/A
First American Govt Oblig	CFD #9, 1	Surplus Fund	\$33,448	\$33,448	100.000	0.000%	N/A
First American Govt Oblig	CFD #9, 3	Special Tax Fund	\$305	\$305	100.000	0.000%	N/A
First American Govt Oblig	CFD #9, 3	Surplus Fund	\$25,091	\$25,091	100.000	0.000%	N/A
First American Govt Oblig	CFD #9, 5	Special Tax Fund	\$648	\$648	100.000	0.000%	N/A
First American Govt Oblig	CFD #9, 5	Surplus Fund	\$42,720	\$42,720	100.000	0.000%	N/A
First American Govt Oblig	CFD #9, 1,3,5	Administrative Fund	\$12,735	\$12,735	100.000	0.000%	N/A
		<b>Total</b>	<b>\$115,308</b>	<b>\$115,308</b>			
First American Govt Oblig	CFD #9, 2	Special Tax Fund	\$706	\$706	100.000	0.000%	N/A
First American Govt Oblig	CFD #9, 2	Surplus Fund	\$37,068	\$37,068	100.000	0.000%	N/A
		<b>Total</b>	<b>\$37,775</b>	<b>\$37,775</b>			
First American Govt Oblig	CFD #9, 4	Special Tax Fund	\$807	\$807	100.000	0.000%	N/A
First American Govt Oblig	CFD #9, 4	Surplus Fund	\$53,300	\$53,300	100.000	0.000%	N/A
		<b>Total</b>	<b>\$54,107</b>	<b>\$54,107</b>			
First American Treas Oblig	CFD #10	Surplus Fund	\$9,478	\$9,478	100.000	0.000%	N/A
First American Treas Oblig	CFD #10	Reserve Fund	\$25,222	\$25,222	100.000	0.000%	N/A
Private Exempt Funding	CFD #10	Reserve Fund	\$108,629	\$107,035	100.976	1.375%	2/15/2017
		<b>Total</b>	<b>\$143,329</b>	<b>\$141,735</b>			
First American Govt Oblig	CFD #11	Special Tax Fund	\$583	\$583	100.000	0.000%	N/A
First American Govt Oblig	CFD #11	Surplus Fund	\$28,310	\$28,310	100.000	0.000%	N/A
		<b>Total</b>	<b>\$28,892</b>	<b>\$28,892</b>			
First American Govt Oblig	CFD #12	Special Tax Fund	\$1,998	\$1,998	100.000	0.000%	N/A
First American Govt Oblig	CFD #12	Surplus Fund	\$175,812	\$175,812	100.000	0.000%	N/A
		<b>Total</b>	<b>\$177,810</b>	<b>\$177,810</b>			

## Riverside Unified School District

### FUNDS WITH FISCAL AGENT

For the Quarter Ending  
September 30, 2014

<i>Investment</i>	<i>Financing</i>	<i>Issue</i>	<i>Book Value</i>	<i>Market Value</i>	<i>Price</i>	<i>Yield*</i>	<i>Maturity Date</i>
First American Treas Oblig	CFD #13	Surplus Fund	\$264,806	\$264,806	100.000	0.000%	N/A
First American Treas Oblig	CFD #13	Reserve Fund	\$17,451	\$17,451	100.000	0.000%	N/A
FHLB Debenture	CFD #13	Reserve Fund	\$549,208	\$535,138	101.931	1.625%	12/9/2016
First American Treas Oblig	CFD #13	Water District Facilities	\$45,094	\$45,094	100.000	0.000%	N/A
First American Treas Oblig	CFD #13	County Facilities	\$96,379	\$96,379	100.000	0.000%	N/A
		<b>Total</b>	<b>\$972,938</b>	<b>\$958,868</b>			
First American Treas Oblig	CFD #14	Surplus Fund	\$308,611	\$308,611	100.000	0.000%	N/A
First American Treas Oblig	CFD #14	Reserve Fund	\$8,354	\$8,354	100.000	0.000%	N/A
FHLMC Medium Term Note	CFD #14	Reserve Fund	\$441,589	\$437,459	100.650	0.750%	11/25/2014
		<b>Total</b>	<b>\$758,553</b>	<b>\$754,423</b>			
First American Govt Oblig	CFD #15, 1	Special Tax Fund	\$5,419	\$5,419	100.000	0.000%	N/A
First American Govt Oblig	CFD #15, 1	Surplus Fund	\$211,159	\$211,159	100.000	0.000%	N/A
First American Govt Oblig	CFD #15, 1	Administrative Fund	\$3,350	\$3,350	100.000	0.000%	N/A
		<b>Total</b>	<b>\$219,928</b>	<b>\$219,928</b>			
First American Treas Oblig	CFD #15, 2	Special Tax Fund	\$2,145	\$2,145	100.000	0.000%	N/A
First American Treas Oblig	CFD #15, 2	Surplus Fund	\$884,014	\$884,014	100.000	0.000%	N/A
First American Treas Oblig	CFD #15, 2	Administrative Fund	\$550	\$550	100.000	0.000%	N/A
First American Treas Oblig	CFD #15, 2	Reserve Fund	\$24,943	\$24,943	100.000	0.000%	N/A
FHLMC Medium Term Note	CFD #15, 2	Reserve Fund	\$1,382,364	\$1,369,436	100.105	0.750%	11/25/2014
		<b>Total</b>	<b>\$2,294,016</b>	<b>\$2,281,089</b>			
First American Govt Oblig	CFD #15, 3	Special Tax Fund	\$1,429	\$1,429	100.000	0.000%	N/A
First American Govt Oblig	CFD #15, 3	Surplus Fund	\$225,428	\$225,428	100.000	0.000%	N/A
		<b>Total</b>	<b>\$226,857</b>	<b>\$226,857</b>			
First American Govt Oblig	CFD #16	Special Tax Fund	\$1,580	\$1,580	100.000	0.000%	N/A
First American Govt Oblig	CFD #16	Surplus Fund	\$94,960	\$94,960	100.000	0.000%	N/A
First American Govt Oblig	CFD #16	Improvement Fund	\$227	\$227	100.000	0.000%	N/A
		<b>Total</b>	<b>\$96,767</b>	<b>\$96,767</b>			
First American Treas Oblig	CFD #17	Special Tax Fund	\$443	\$443	100.000	0.000%	N/A
First American Treas Oblig	CFD #17	Surplus Fund	\$24,984	\$24,984	100.000	0.000%	N/A
First American Treas Oblig	CFD #17	Reserve Fund	\$3,508	\$3,508	100.000	0.000%	N/A
FHLMC Debenture	CFD #17	Reserve Fund	\$254,288	\$250,964	99.589	1.000%	7/28/2017
First American Treas Oblig	CFD #17	School Facilities	\$546,369	\$546,369	100.000	0.000%	N/A
		<b>Total</b>	<b>\$829,592</b>	<b>\$826,268</b>			
First American Treas Oblig	CFD #18	Surplus Fund	\$257,764	\$257,764	100.000	0.000%	N/A
First American Treas Oblig	CFD #18	Reserve Fund	\$4,327	\$4,327	100.000	0.000%	N/A
FHLMC Medium Term Note	CFD #18	Reserve Fund	\$202,100	\$200,210	100.105	0.750%	11/25/2014
First American Treas Oblig	CFD #18	School Facilities	\$1,435,022	\$1,435,022	100.000	0.000%	N/A
		<b>Total</b>	<b>\$1,899,213</b>	<b>\$1,897,323</b>			
First American Treas Oblig	CFD #20	Surplus Fund	\$32,413	\$32,413	100.000	0.000%	N/A
First American Treas Oblig	CFD #20	Reserve Fund	\$3,355	\$3,355	100.000	0.000%	N/A
FHLMC Debenture	CFD #20	Reserve Fund	\$117,053	\$115,523	99.589	1.000%	7/28/2017
First American Treas Oblig	CFD #20	School Facilities	\$123,411	\$123,411	100.000	0.000%	N/A
		<b>Total</b>	<b>\$276,232</b>	<b>\$274,702</b>			
First American Treas Oblig	CFD #21	Surplus Fund	\$146,514	\$146,514	100.000	0.000%	N/A
First American Treas Oblig	CFD #21	Reserve Fund	\$4,240	\$4,240	100.000	0.000%	N/A
FHLMC Debenture	CFD #21	Reserve Fund	\$299,911	\$295,779	99.589	1.000%	7/28/2017
First American Treas Oblig	CFD #21	School Facilities	\$475,420	\$475,420	100.000	0.000%	N/A
		<b>Total</b>	<b>\$926,085</b>	<b>\$921,953</b>			
First American Treas Oblig	CFD #22	Surplus Fund	\$121,626	\$121,626	100.000	0.000%	N/A
First American Treas Oblig	CFD #22	Reserve Fund	\$5,704	\$5,704	100.000	0.000%	N/A

**Riverside Unified School District**

**FUNDS WITH FISCAL AGENT**

For the Quarter Ending

September 30, 2014

<i>Investment</i>	<i>Financing</i>	<i>Issue</i>	<i>Book Value</i>	<i>Market Value</i>	<i>Price</i>	<i>Yield*</i>	<i>Maturity Date</i>
FHLMC Debenture	CFD #22	Reserve Fund	\$383,450	\$378,438	99.589	1.000%	7/28/2017
First American Treas Oblig	CFD #22	School Facilities	\$79,227	\$79,227	100.000	0.000%	N/A
First American Treas Oblig	CFD #22	City Facilities	\$175,410	\$175,410	100.000	0.000%	N/A
First American Treas Oblig	CFD #22	City Facilities	\$29,752	\$29,752	100.000	0.000%	N/A
First American Treas Oblig	CFD #22	City Facilities	\$52,868	\$52,868	100.000	0.000%	N/A
		<b>Total</b>	<b>\$848,036</b>	<b>\$843,024</b>			
First American Treas Oblig	CFD #24	Surplus Fund	\$209,271	\$209,271	100.000	0.000%	N/A
First American Treas Oblig	CFD #24	Reserve Fund	\$13,725	\$13,725	100.000	0.000%	N/A
FHLB Debenture	CFD #24	Reserve Fund	\$523,055	\$509,655	101.931	1.625%	12/9/2016
		<b>Total</b>	<b>\$746,052</b>	<b>\$732,652</b>			
First American Govt Oblig	CFD #26	Special Tax Fund	\$21,915	\$21,915	100.000	0.000%	N/A
First American Govt Oblig	CFD #26	Surplus Fund	\$2,093	\$2,093	100.000	0.000%	N/A
First American Govt Oblig	CFD #26	Prepay Fund	\$272	\$272	100.000	0.000%	N/A
First American Govt Oblig	CFD #26	Reserve Fund	\$911	\$911	100.000	0.000%	N/A
FHLMC Debenture	CFD #26	Reserve Fund	\$175,580	\$173,285	99.589	1.000%	12/9/2016
		<b>Total</b>	<b>\$200,771</b>	<b>\$198,476</b>			
First American Govt Oblig	CFD #27	Special Tax Fund	\$532	\$532	100.000	0.000%	N/A
First American Govt Oblig	CFD #27	Surplus Fund	\$40,371	\$40,371	100.000	0.000%	N/A
		<b>Total</b>	<b>\$40,903</b>	<b>\$40,903</b>			
First American Prime Oblig	COP 2001	Reserve Fund	\$2	\$2	100.000	0.000%	N/A
First American Prime Oblig	COP 2001	Reserve Fund	\$400,035	\$400,035	100.000	0.000%	N/A
FHLB Debenture	COP 2001	Reserve Fund	\$198,761	\$193,669	101.931	1.625%	12/9/2016
		<b>Total</b>	<b>\$598,798</b>	<b>\$593,706</b>			
First American Treas Oblig	COP 2009	Reserve Fund	\$20,241	\$20,241	100.000	0.000%	N/A
FHLB Debenture	COP 2009	Reserve Fund	\$721,816	\$703,324	101.931	1.625%	12/9/2016
		<b>Total</b>	<b>\$742,057</b>	<b>\$723,565</b>			
Riverside USD CFD	FA 2012 A	Rev Fund	\$13	\$13	100.000	0.000%	N/A
First American Govt Oblig	FA 2012 A	Reserve Fund	\$6,830	\$6,830	100.000	0.000%	N/A
FNMA Debenture	FA 2012 A	Reserve Fund	\$2,749,731	\$2,740,141	100.298	0.500%	9/28/2015
First American Govt Oblig	FA 2012 B	Reserve Fund	\$4,500	\$4,500	100.000	0.000%	N/A
FNMA Debenture	FA 2012 B	Reserve Fund	\$721,653	\$719,137	100.298	0.500%	9/28/2015
		<b>Total</b>	<b>\$3,482,728</b>	<b>\$3,470,622</b>			
<b>Total Funds With Fiscal Agent</b>			<b>\$18,783,278</b>	<b>\$18,664,189</b>			



# County of Riverside *September* Treasurer's Pooled Investment *2014*

## "Black Swans and the GDP Two Step"

As discussed in our last quarterly commentary, "Major Flop in GDP," the gross domestic product statistics are a major indicator of the health of the economy. On September 26<sup>th</sup>, the Bureau of Economic Analysis (BEA) released the third and final estimate of Q2 GDP that increased at an annual rate of 4.6%. This number reflected growing personal consumption, private inventory investment, exports, both residential and nonresidential fixed investment, as well as local government spending. Much of this strength was a rebound from the 2.1% contraction in activity during Q1. Moreover, this brings us closer to a more realistic rate of around 2% to 3%, providing there are no major unexpected shocks, or black swans (an event(s) that diverges beyond what is normally expected of a situation and that would be extremely difficult to predict) to consumer and or business confidence.

On a macro level, there are a number of black swans swimming around the economic pond as of late. Some of these events have simmered somewhat as in the Russian/Ukrainian crisis, but others have grown quickly out of control, such as the ISIS/ISIL terrorist movement, and their barbaric acts garnering worldwide attention and the subsequent conflict in Iraq and Syria. Furthermore, the Ebola virus has the potential to harm global economic growth if not contained and tamped down in West Africa.

Closer to home, the western drought, particularly in California, continues to affect the 8<sup>th</sup> largest economy in the world and largest food producer in the U.S. This is important to mention because agriculture is Riverside County's largest source of economic output and with dwindling water supplies, the challenge will be how to continue to manage through the dry spell as others are up and down the state. The impacts of fallow fields are hitting us in the pocketbook every time we stroll through the produce section at the grocery stores.

On a positive note, West Texas intermediate oil has dropped below \$90 a barrel, a level we have not seen since early January 2014. Nothing has the potential to jump-start the economy like cheaper energy prices and with domestic production up and the USA besting the Saudis and Russians as the largest oil and natural gas producer in the world, this is good news indeed. Lower gasoline and diesel prices equals more disposable income.

At the sixth FOMC meeting of the year on September 17<sup>th</sup>, the message was much the same, although somewhat more restrained. The FED stated, "Economic activity is expanding at a moderate pace. On balance, labor market conditions improved somewhat further." Additionally, "inflation has been running below the Committee's longer run objective. Longer-term inflation expectations have remained stable. Beginning in October, the Committee will add to its holdings of agency mortgage-backed securities at a pace of \$5 billion per month and will add to its holdings of longer-term Treasury securities at a pace of \$10 billion per month."

These statements are considered positive, and as the taper winds down, we're hopeful for an orderly transition in our financial markets as opposed to destructive selloffs; it's likely that the Fed won't be raising rates sometime until the middle of next year, however, this will all depend on if or when the black swans come to roost.

**Don Kent**

Treasurer-Tax Collector

## Capital Markets Team

**Don Kent**

Treasurer-Tax Collector

**Jon Christensen**

Asst. Treasurer-Tax Collector

**Giovane Pizano**

Investment Manager

**Isela Licea**

Asst. Investment Manager

## Investment Objectives

*The primary objective of the treasurer shall be to **safeguard the principal** of the funds under the treasurer's control, meet the **liquidity needs** of the depositor, and achieve a **return on the funds** under his or her control.*

## RIVERSIDE COUNTY TREASURER'S POOLED INVESTMENT FUND IS CURRENTLY RATED: **Aaa-bf BY MOODY'S INVESTOR'S SERVICE AND AAA/V1 BY FITCH RATINGS**

	Month End Market Value (\$)*	Month End Book Value (\$)	Paper Gain or Loss (\$)	Paper Gain or Loss (%)	Book Yield (%)	Yrs to Maturity	Modified Duration
<b>September</b>	4,685,137,882.96	4,689,709,358.81	(4,571,475.85)	(0.10)	0.44	1.33	1.30
<b>August</b>	4,738,289,860.85	4,739,621,367.03	(1,331,506.18)	(0.03)	0.42	1.33	1.30
<b>July</b>	4,857,243,067.51	4,862,988,659.53	(5,745,592.02)	(0.12)	0.41	1.3	1.28
<b>June</b>	4,837,170,144.50	4,839,735,132.12	(2,564,987.62)	(0.05)	0.42	1.37	1.34
<b>May</b>	5,023,163,902.85	5,024,111,097.73	(947,194.88)	(0.02)	0.40	1.31	1.28
<b>April</b>	5,767,857,211.55	5,771,530,528.38	(3,673,316.83)	(0.06)	0.37	1.23	1.19

*The Treasurer's Pooled Investment Fund is comprised of the County, Schools, Special Districts, and other Discretionary Depositors.*





# Current Market Data

## Economic Indicators

Release Date	Indicator	Consensus	Actual
09/05/2014	<b>Non-Farm Payrolls M/M change:</b> Counts the number of paid employees working part-time or full-time in the nation's business and government establishments.	230,000	<b>142,000</b>
09/05/2014	<b>Employment Situation:</b> Measures the number of unemployed as a percentage of the labor force.	6.1%	<b>6.1%</b>
09/25/2014	<b>Durable Goods Orders - M/M change:</b> Reflects the new orders placed with domestic manufacturers for immediate and future delivery of factory hard goods.	-17.1%	<b>-18.2%</b>
09/26/2014	<b>Real Gross Domestic Product - Q/Q change:</b> The broadest measure of aggregate economic activity and encompasses every sector of the economy. GDP is the country's most comprehensive economic scorecard.	4.6%	<b>4.6%</b>
09/30/2014	<b>Consumer Confidence:</b> Measures consumer attitudes on present economic conditions and expectations of future conditions.	92.5	<b>86</b>
09/03/2014	<b>Factory Orders M/M change:</b> Represents the dollar level of new orders for both durable and nondurable goods.	10.9%	<b>10.5%</b>
09/17/2014	<b>Consumer Price Index - M/M change:</b> The Consumer Price Index is a measure of the average price level of a fixed basket of goods and services purchased by consumers.	0.0%	<b>-0.2%</b>

## Stock Indices

	Value	Change
Dow Jones (DJIA)	\$ 17,042.90	\$ (55.55)
S&P 500 Index	\$ 1,972.29	\$ (31.08)
NASDAQ (NDX)	\$ 4,049.55	\$ (33.00)

## Commodities

	Value	Change
Nymex Crude	\$ 91.16	\$ (4.80)
Gold (USD/OZ)	\$ 1,208.16	\$ (79.65)

## Fed Funds Target Rate

Current Fed Funds Rate: 0-0.25%		
Fed Move	Probability for FOMC Dates:	
	10/29/2014	12/17/2014
Decrease to 0.00%	66.0%	66.0%
Increase to 0.25%	34.0%	34.0%
Increase to 0.50%	0.0%	0.0%
Increase to 0.75%	0.0%	0.0%
Increase to 1%	0.0%	0.0%

## FOMC Meeting Schedule

Release	%	Risk Assessment
30-Jul	0-.25%	Growth
17-Sep	0-.25%	Growth

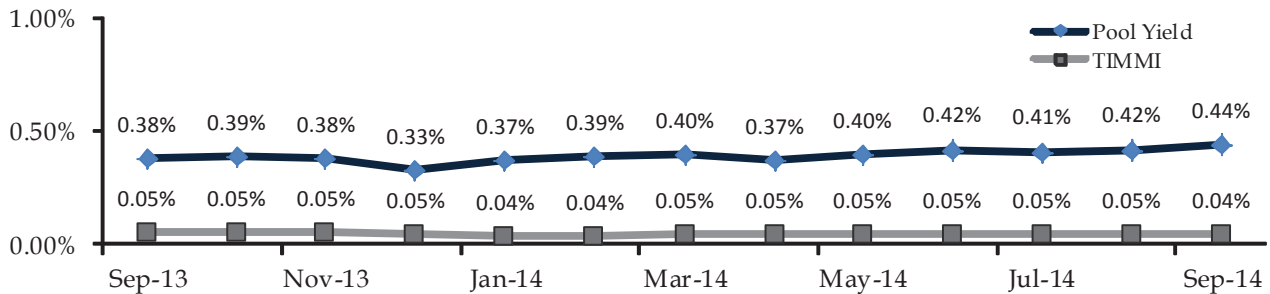
## US Treasury Curve (M/M)



# TIMMI

The Treasurer’s Institutional Money Market Index (TIMMI) is compiled and reported by the Riverside County Treasurer’s Capital Markets division. It is a composite index derived from four AAA rated prime institutional money market funds. Similar to the Treasurer’s Office, prime money market funds invest in a diversified portfolio of U.S. dollar denominated money market instruments including U.S. Treasuries, government agencies, commercial paper, certificates of deposits, repurchase agreements, etc. TIMMI is currently comprised of the five multi billion dollar funds listed below.

AAA Rated Prime Institutional Money-Market Funds		
Fund	Symbol	7 Day Yield
Fidelity Prime Institutional MMF	FIPXX	0.05%
Federated Prime Obligations Fund	POIXX	0.03%
Wells Fargo Advantage Heritage	WFJXX	0.06%
Morgan Stanley Institutional Prime Liquidity Fund	MPFXX	0.04%
JP Morgan	CJPXX	0.04%



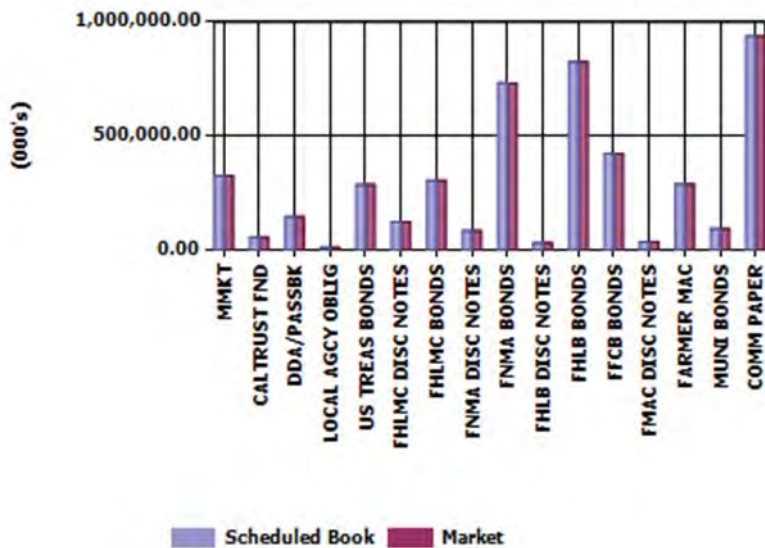
## Cash Flows

Month	Monthly Receipts	Monthly Disbursements	Difference	Required Maturesd Investments	Balance	Actual Investments Maturing	Available to Invest > 1 Year
10/2014					430.93		
10/2014	757.29	890.00	(132.71)		298.22	821.91	
11/2014	919.01	703.43	215.58		513.80	391.35	
12/2014	1,691.73	850.00	841.73		1,355.53	283.28	
01/2015	650.00	1,289.48	(639.48)		716.05	550.50	
02/2015	650.00	910.86	(260.86)		455.19	256.35	
03/2015	1,000.00	920.00	80.00		535.19	5.00	
04/2015	1,375.00	950.00	425.00		960.19	0.00	
05/2015	520.00	1,185.89	(665.89)		294.30	228.15	
06/2015	750.00	1,220.61	(470.61)	176.31	-	141.30	
07/2015	1,100.00	1,050.00	50.00		50.00	100.00	
08/2015	725.00	850.00	(125.00)	75.00	-	193.34	
09/2015	800.00	1,000.00	(200.00)	200.00	-	35.00	
<b>TOTALS</b>	<b>10,938.03</b>	<b>11,820.27</b>	<b>(882.24)</b>	<b>451.31</b>	<b>5,609.40</b>	<b>3,006.18</b>	<b>4,238.39</b>
				<b>9.62%</b>		<b>64.10%</b>	<b>90.38%</b>

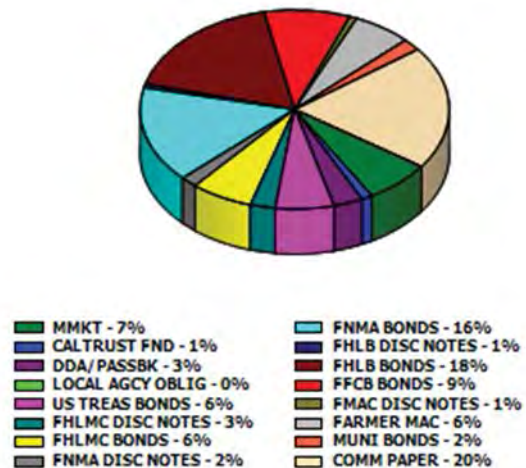
The Pooled Investment Fund cash flow requirements are based upon a 12 month historical cash flow model. Based upon projected cash receipts and maturing investments, there are sufficient funds to meet future cash flow disbursements over the next 12 months.

# Asset Allocation

Assets (000's)	Scheduled Par	Scheduled Book	Scheduled Market	Mkt/ Sch	Yield	WAL (Yr)	Mat (Yr)
MMKT	326,000.00	326,000.00	326,000.00	100.00%	0.05%	.003	.003
CALTRUST FND	54,000.00	54,000.00	54,000.00	100.00%	0.41%	.003	.003
DDA/PASSBK	145,000.00	145,000.00	145,000.00	100.00%	0.08%	.003	.003
LOCAL AGCY OBLIG	425.00	425.00	425.00	100.00%	0.92%	5.712	5.712
US TREAS BONDS	285,000.00	285,120.90	285,063.30	99.98%	0.21%	.382	.382
FHLMC DISC NOTES	123,125.00	123,026.57	123,081.81	100.04%	0.10%	.574	.574
FHLMC BONDS	304,200.00	304,144.62	304,133.53	100.00%	1.22%	2.171	3.596
FNMA DISC NOTES	83,265.00	83,234.14	83,262.43	100.03%	0.08%	.175	.175
FNMA BONDS	733,699.00	733,445.48	730,612.62	99.61%	0.71%	2.551	2.600
FHLB DISC NOTES	30,000.00	29,988.50	29,999.73	100.04%	0.08%	.093	.093
FHLB BONDS	827,730.71	827,604.30	825,659.49	99.77%	0.84%	1.998	2.770
FFCB BONDS	423,150.00	423,138.37	423,179.72	100.01%	0.22%	.636	.659
FMAC DISC NOTES	35,000.00	34,970.97	34,992.70	100.06%	0.12%	.486	.486
FARMER MAC	288,850.00	288,831.79	288,838.29	100.00%	0.38%	.636	.947
MUNI BONDS	91,500.00	91,483.59	91,483.59	100.00%	0.28%	.654	.654
COMM PAPER	939,655.00	939,295.12	939,405.68	100.01%	0.12%	.159	.159
<b>Totals (000's):</b>	<b>4,690,599.71</b>	<b>4,689,709.36</b>	<b>4,685,137.88</b>	<b>99.90%</b>	<b>0.44%</b>	<b>1.080</b>	<b>1.338</b>

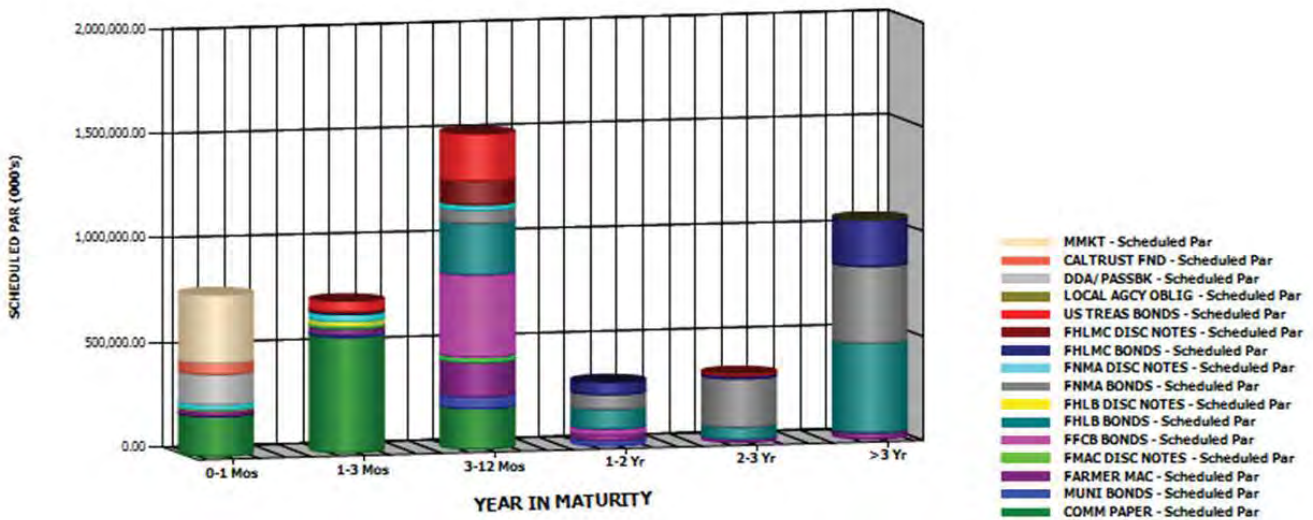


SCHEDULED PAR %



# Maturity Distribution

Scheduled Par (000's)	0-1 Mos	1-3 Mos	3-12 Mos	1-2 Yr	2-3 Yr	>3 Yr	Totals (000's)
MMKT	326,000.00	-	-	-	-	-	326,000.00
CALTRUST FND	54,000.00	-	-	-	-	-	54,000.00
DDA/PASSBK	445,000.00	-	-	-	-	-	445,000.00
LOCAL AGCY OBLIG	-	-	-	-	-	425.00	425.00
US TREAS BONDS	-	50,000.00	225,000.00	-	10,000.00	-	285,000.00
FHLMC DISC NOTES	-	8,125.00	115,000.00	-	-	-	123,125.00
FHLMC BONDS	-	5,000.00	-	61,000.00	14,625.00	223,575.00	304,200.00
FNMA DISC NOTES	25,000.00	33,265.00	25,000.00	-	-	-	83,265.00
FNMA BONDS	-	-	65,000.00	70,500.00	231,387.00	366,812.00	733,699.00
FHLB DISC NOTES	5,000.00	25,000.00	-	-	-	-	30,000.00
FHLB BONDS	-	-	245,000.00	95,000.00	58,685.71	429,045.00	827,730.71
FFCB BONDS	-	-	393,150.00	25,000.00	5,000.00	-	423,150.00
FMAC DISC NOTES	-	10,000.00	25,000.00	-	-	-	35,000.00
FARMER MAC	25,000.00	30,000.00	165,000.00	30,000.00	8,850.00	30,000.00	288,850.00
MUNI BONDS	1,635.00	9,355.00	55,975.00	24,535.00	-	-	91,500.00
COMM PAPER	190,279.00	553,876.00	195,500.00	-	-	-	939,655.00
<b>Totals (000's):</b>	<b>771,914.00</b>	<b>724,621.00</b>	<b>1,509,625.00</b>	<b>306,035.00</b>	<b>328,547.71</b>	<b>1,049,857.00</b>	<b>4,690,599.71</b>
<b>%</b>	<b>16.46%</b>	<b>15.45%</b>	<b>32.18%</b>	<b>6.52%</b>	<b>7.00%</b>	<b>22.38%</b>	
<b>Cumulative %</b>	<b>16.46%</b>	<b>31.90%</b>	<b>64.09%</b>	<b>70.61%</b>	<b>77.62%</b>	<b>100.00%</b>	

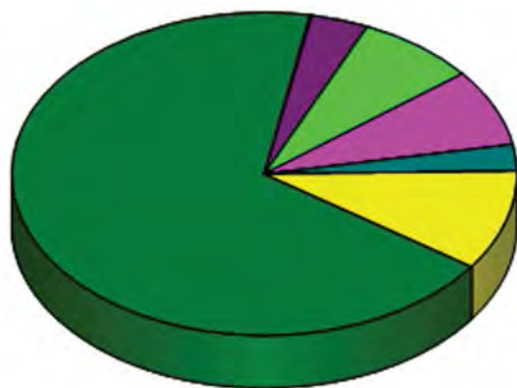


# Credit Quality

Moody (000's)	Par	Book	Market	MKT/Book	Yield
Aaa	3,197,634.71	3,197,169.38	3,192,478.13	99.85%	0.56%
Aa	5,000.00	4,998.50	4,979.50	99.62%	1.01%
Aa1	173,080.00	173,043.25	173,050.93	100.00%	0.11%
Aa2	358,696.00	358,570.04	358,605.38	100.01%	0.14%
Aa3	361,914.00	361,751.33	361,794.09	100.01%	0.14%
A1	125,000.00	124,949.09	124,973.87	100.02%	0.13%
NR	469,275.00	469,227.77	469,255.99	100.01%	0.27%
<b>Totals (000's):</b>	<b>4,690,599.71</b>	<b>4,689,709.36</b>	<b>4,685,137.88</b>	<b>99.90%</b>	<b>0.44%</b>

## MOODY'S

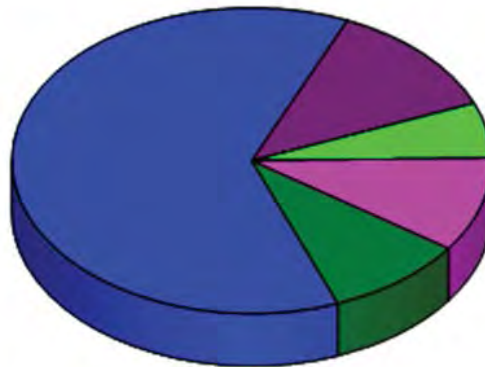
BOOK %



■ Aaa - 68%   
 ■ Aa1 - 4%   
 ■ Aa3 - 8%   
 ■ NR - 10%  
■ Aa - 0%   
 ■ Aa2 - 8%   
 ■ A1 - 3%

## S & P

BOOK %



■ AAA - 9%   
 ■ AA- - 6%  
■ AA+ - 62%   
 ■ NR - 10%  
■ AA - 12%

S&P (000's)	Par	Book	Market	MKT/Book	Yield
AAA	442,465.00	442,446.06	442,512.45	100.02%	0.12%
AA+	2,925,744.71	2,925,236.68	2,920,484.82	99.84%	0.61%
AA	578,115.00	557,925.51	577,983.63	100.01%	0.13%
AA-	275,000.00	274,873.34	274,901.00	100.01%	0.14%
NR	469,275.00	469,227.77	469,255.99	100.01%	0.27%
<b>Totals (000's):</b>	<b>4,690,599.71</b>	<b>4,689,709.36</b>	<b>4,685,137.88</b>	<b>99.90%</b>	<b>0.44%</b>













Month End Portfolio Holdings

Table with columns: CUSIP, Description, Maturity Date, Coupon, Yield To Maturity, Par Value, Book Value, Market Price, Market Value, Unrealized Gain/Loss, Modified Duration, Years To Maturity. Includes sub-sections for FMAC DISC NOTES, FARMER MAC, MUNI BONDS, and COMM PAPER.



# Full Compliance

The Treasurer’s Pooled Investment Fund was in **FULL COMPLIANCE** with the Treasurer’s Statement of Investment Policy. The County’s Investment Policy is more restrictive than the California Government Code. This policy is reviewed annually by the County’s Investment Oversight Committee and approved by the County Board of Supervisors.



MUNICIPAL BONDS (MUNI)	5 YEARS	NO LIMIT	NA	3 YEARS	15%	AA-/Aa3/AA-	1.95%
U.S. TREASURIES	5 YEARS	NO LIMIT	NA	5 YEARS	100%	NA	6.08%
LOCAL AGENCY OBLIGATIONS (LAO)	5 YEARS	NO LIMIT	NA	3 YEARS	2.5%	INVESTMENT GRADE	0.01%
FEDERAL AGENCIES	5 YEARS	NO LIMIT	AAA	5 YEARS	100%	NA	60.74%
COMMERCIAL PAPER (CP)	270 DAYS	40%	A1/P1	270 DAYS	40%	A1/P1/F1	20.03%
CERTIFICATE & TIME DEPOSITS (NCD & TCD)	5 YEARS	30%	NA	1 YEAR	25% Combined	A1/P1/F1	0.00%
REPURCHASE AGREEMENTS (REPO)	1 YEARS	NO LIMIT	NA	45 DAYS	40% max, 25% in term repo over 7 days	A1/P1/F1	0.00%
REVERSE REPOS	92 DAYS	20%	NA	60 DAYS	10%	NA	0.00%
MEDIUM TERM NOTES (MTNO)	5 YEARS	30%	A	3 YEARS	20%	AA/Aa2/AA	0.00%
CALTRUST SHORT TERM FUND	NA	NA	NA	DAILY LIQUIDITY	1.0%	NA	1.15%
MONEY MARKET MUTUAL FUNDS (MMF)	60 DAYS <sup>(1)</sup>	20%	AAA/Aaa <sup>(2)</sup>	DAILY LIQUIDITY	20%	AAA by 2 Of 3 RATINGS AGC.	6.95%
LOCAL AGENCY INVESTMENT FUND (LAIF)	NA	NA	NA	DAILY LIQUIDITY	Max \$50 million	NA	0.00%
CASH/DEPOSIT ACCOUNT	NA	NA	NA	NA	NA	NA	3.09%

<sup>1</sup> Mutual Funds maturity may be interpreted as weighted average maturity not exceeding 60 days.

<sup>2</sup> Or must have an investment advisor with not less than 5 years experience and with assets under management of \$500,000,000.



**THIS COMPLETES THE REPORT REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE 53646**





County of Riverside  
Treasurer-Tax Collector  
Capital Markets

---

4080 Lemon Street, 4th Floor  
Riverside, CA 92502-2205

[www.treasurer-tax.co.riverside.ca.us](http://www.treasurer-tax.co.riverside.ca.us)

(951) 955-3979



**Board Meeting Agenda  
November 17, 2014**

Topic: Approval of Change Order No. 2 – Bid No. 2013/14-06 – Category 01 – Site Development – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible  
Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations.

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Site Development category at the Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-06 – Category 1 – Site Development – Liberty Elementary School Wing Addition. The bid was awarded to Ironclad General Engineering, Inc. and Purchase Order No. C6003151 was issued in the amount of \$320,000.00. One previous change order was approved for (\$20,000.00), bringing the total amount of the purchase order to \$300,000.00.

District staff is requesting a change in the scope of work for Change Order No. 2 to (1) revise the demolition grading to give better access to the trash enclosure; and (2) repair the existing sidewalks that were damaged through the course of construction.

Change Order No 2, in the amount of \$3,405.00 brings the total amount of the purchase order to \$303,405.00. Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District No. 16 funds.

---

**FISCAL IMPACT:** Change order value of \$3,405.00 is included in the budget for the project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 2 in the amount of \$3,405.00 to Ironclad General Engineering, Inc., bringing the new total amount of the purchase order to \$303,405.00.

---

**ADDITIONAL MATERIAL:** Request for Change Order No. 2 – Category 01 – Site Development – Liberty Elementary School Wing Addition.

Attached: Yes



Distribution to:			
<b>OWNER</b>	<input checked="" type="checkbox"/>	<b>FIELD</b>	<input checked="" type="checkbox"/>
<b>ARCHITECT</b>	<input checked="" type="checkbox"/>	<b>IOR</b>	<input checked="" type="checkbox"/>
<b>CONTRACTOR</b>	<input checked="" type="checkbox"/>	<b>DSA</b>	<input checked="" type="checkbox"/>

<b>PROJECT:</b>	Riverside Unified School District Liberty Classroom Building Addition Riverside, CA 92503	<b>CHANGE ORDER NO: 18-01-03</b>
		<b>DATE:</b> April 30, 2014
<b>TO:</b>	Tilden-Coil, Inc. 3612 Mission Inn Ave Riverside, CA 92501	<b>HMC#: 3152145</b> <b>DSA A#: 04-112203</b> <b>DSA File #: 33-38</b>

**You are directed to make the following changes in this Contract:**

Reference attached Item: 18.1 – 18.2

Not valid until signed by both the Owner and Architect.  
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum .....	\$	320,000.00
Net change by previously authorized Change Orders .....	\$	(20,000.00)
The Contract Sum prior to this Change Order was .....	\$	300,000.00
The Contract Sum will be <b>increased</b> by this Change Order.....	\$	3,405.00
The new Contract Sum including this Change Order will be .....	\$	303,405.00

The Contract Time will be changed by **[5]** Days.  
The Date of Completion as of the date of this Change Order therefore is: **November 16, 2014.**

<b>ARCHITECT</b>	<b>CONTRACTOR</b>	<i>Authorized:</i> <b>OWNER</b>
HMC Architects 3546 Concours Street Ontario, CA 91764	Ironclad General Engineering 17863 Grandis Ct. Riverside, CA 92503	Riverside Unified School District Post Office Box 2800 Riverside, CA 92516
By _____	By _____	By _____
Date _____	Date _____	Date _____

**ITEM CO-18.1:**  
(PCR-91R1/CCD-10)

**Reference As Approved Drawings C-1.2, C-3.1, A1.11 & A1.15:**

At the north parking lot, revise the demolition, grading and asphalt paving as shown on drawings CD-26.01, CD-26.02, CD-26.03, and CD-26.04.

**Justification:**

Parking lot layout revised to provide better access to the trash enclosure.

**ADD        \$7,175.00**

**ITEM CO-18.2:**  
(PCR-97)

**Reference As Approved Drawing C6.1:**

This change proposal reflects the costs related to saw cut, demo, grade and repour sidewalk along the new construction entrance and along the temporary fire entrance.

**Justification:**

Repair existing sidewalks damaged through the course construction.

**ADD        \$12,617.00**

**ITEM CO-18.3:**

**Reference Bid Category 01 – Site Development Summary:**

Utilize the remaining portion of the Bid Category-01 \$25,000.00 Allowance to offset Change Order Items 18.1 & 18.2.

**Justification:**

Utilize the remaining portion of the Bid Category-01 Allowance to offset the added scope costs.

**DEDUCT    (\$16,387.00)**

**TOTAL CHANGE ORDER        \$3,405.00**

**Board Meeting Agenda  
November 17, 2014**

Topic: Approval of Change Order No. 1 – Bid No. 2013/14-07 – Category 02 – Concrete – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Concrete category at the Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-07 – Category 2 – Concrete – Liberty Elementary School Wing Addition. The bid was awarded to R. C. Construction Services, Inc. and Purchase Order C6003159 was issued in the amount of \$404,000.00.

District staff is requesting a change in the scope of work for Change Order No. 1 to revise the footing layout along the east and west stair landings.

Change Order No 1, in the amount of \$2,989.00 brings the total amount of the purchase order to \$406,989.00. Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District No. 16 funds.

---

**FISCAL IMPACT:** Change order value of \$2,989.00 is included in the budget for the project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 1 in the amount of \$2,989.00 to R. C. Construction Services, Inc., bringing the new total amount of the purchase order to \$406,989.00.

---

---

**ADDITIONAL MATERIAL:** Request for Change Order No. 1 – Category 02 – Concrete – Liberty Elementary School Wing Addition.

Attached: Yes

Distribution to:				
<b>OWNER</b>	<input checked="" type="checkbox"/>	<b>FIELD</b>	<input checked="" type="checkbox"/>	
<b>ARCHITECT</b>	<input checked="" type="checkbox"/>	<b>IOR</b>	<input type="checkbox"/>	
<b>CONTRACTOR</b>	<input type="checkbox"/>	<b>DSA</b>	<input type="checkbox"/>	

<b>PROJECT:</b>	Riverside Unified School District Liberty Classroom Building Addition Riverside, CA 92503	<b>CHANGE ORDER NO: 20-02-02</b>
		<b>DATE:</b> September 17, 2014
<b>TO:</b>	Tilden-Coil, Inc. 3612 Mission Inn Ave Riverside, CA 92501	<b>HMC#: 3152145</b> <b>DSA A#: 04-112203</b> <b>DSA File #: 33-38</b>

**You are directed to make the following changes in this Contract:**

Reference attached Item: 20.1 – 20.2

Not valid until signed by both the Owner and Architect.  
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum .....	\$	404,000.00
Net change by previously authorized Change Orders .....	\$	0.00
The Contract Sum prior to this Change Order was .....	\$	404,000.00
The Contract Sum will be <b>increased</b> by this Change Order .....	\$	2,989.00
The new Contract Sum including this Change Order will be .....	\$	406,989.00

The Contract Time will be changed by **[2]** Days.  
The Date of Completion as of the date of this Change Order therefore is: **November 17, 2014**

<b>ARCHITECT</b>	<b>CONTRACTOR</b>	<i>Authorized:</i> <b>OWNER</b>
HMC Architects 3546 Concours Street Ontario, CA 91764	R. C. Construction Services 2223 N. Locust Ave Rialto, CA 92377	Riverside Unified School District Post Office Box 2800 Riverside, CA 92516
By _____	By _____	By _____
Date _____	Date _____	Date _____

cc:  
File



**ITEM CO-20.1:**  
(PCR-094)

**Reference As Approved Drawings A1.13 & A1.14:**

Along the east and west stair landings, provide the footing layout as shown on drawings CD-22.01, CD-22.02 & CD-22.03.

**Justification:**

Clarify the layout of the of the footing for the stair landings.

**ADD            \$4,176.00**

**ITEM CO-20.2:**

**Reference Bid Category 02 - Concrete:**

Utilize the remaining portion of the Bid Category-02 allowance to offset Change Order Items 20.1.

**Justification:**

Utilize the remaining portion of the Bid Category-02 allowance to offset the added scope cost.

**DEDUCT        (\$1,187.00)**

**TOTAL CHANGE ORDER        \$2,989.00**

**Board Meeting Agenda  
November 17, 2014**

Topic: Approval of Change Order No. 1 – Bid No. 2013/14-08 – Category 03 – Fence & Gates – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible  
Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Fences & Gates category at the Liberty Elementary School Wing Addition.

---

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-08 – Category 3 – Fences & Gates – Liberty Elementary School Wing Addition. The bid was awarded to Alcorn Fence Company, Inc. and Purchase Order No. C6003150 was issued in the amount of \$69,575.00.

District staff is requesting a change in the scope of work for Change Order No. 1 to (1) deduct new fencing along the southwest end of the property line from the scope of work; and (2) relocate an existing fence on the playground to allow temporary access for a fire entrance.

Change Order No 1, in the amount of \$814.00 brings the total amount of the purchase order to \$70,389.00. Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District No. 16 funds.

---

**FISCAL IMPACT:** Change order value of \$814.00 is included in the budget for the project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 1 in the amount of \$814.00 to Alcorn Fence Company, Inc., bringing the new total amount of the purchase order to \$70,389.00.

---

---

**ADDITIONAL MATERIAL:** Request for Change Order No. 1 – Category 03 – Fences & Gates – Liberty Elementary School Wing Addition.

Attached: Yes



Distribution to:			
<b>OWNER</b>	•	<b>FIELD</b>	•
<b>ARCHITECT</b>	•	<b>IOR</b>	•
<b>CONTRACTOR</b>	•	<b>DSA</b>	•

<b>PROJECT:</b>	Riverside Unified School District Liberty Classroom Building Addition Riverside, CA 92503	<b>CHANGE ORDER NO:</b> 22-03-01
		<b>DATE:</b> September 22, 2014
<b>TO:</b>	Tilden-Coil, Inc. 3612 Mission Inn Ave Riverside, CA 92501	<b>HMC#:</b> 3152145 <b>DSA A#:</b> 04-112203 <b>DSA File #:</b> 33-38

**You are directed to make the following changes in this Contract:**

Reference attached Item: 22.1 – 22.2

Not valid until signed by both the Owner and Architect.  
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum .....	\$	69,575.00
Net change by previously authorized Change Orders .....	\$	0.00
The Contract Sum prior to this Change Order was .....	\$	69,575.00
The Contract Sum will be <b>increased</b> by this Change Order .....	\$	814.00
The new Contract Sum including this Change Order will be .....	\$	70,389.00

The Contract Time will be changed by **[0]** Days.  
The Date of Completion as of the date of this Change Order therefore is: **October 10, 2014**

<b>ARCHITECT</b>	<b>CONTRACTOR</b>	<i>Authorized:</i> <b>OWNER</b>
HMC Architects 3546 Concoors Street Ontario, CA 91764	Alcorn Fence Company 6445 Old Pedley Road Riverside, CA 92519	Riverside Unified School District Post Office Box 2800 Riverside, CA 92516
By _____	By _____	By _____
Date _____	Date _____	Date _____

**ITEM CO-22.1:**  
(PCR-025)

**Reference As Approved Drawing A1.12:**

Along the southwest end of the property line, an existing 12 foot high section of fence is to remain in place.

**Justification:**

Value Engineering.

**DEDUCT            (\$515.00)**

**ITEM CO-22.2:**  
(PCR-057)

**Reference As Approved Drawing A1.00:**

Cost to relocate the existing gate on the playground on Garfield Street. The relocation was necessary to facilitate a temporary access for the fire department while the reconstruction of the North parking lot was taking place as shown on the revised Fire Access Plan Sheet A1.00 that was approved by the Local Fire Authority on 06-04-14.

**Justification:**

Required by the Local Fire Authority.

**ADD                \$1,329.00**

**TOTAL CHANGE ORDER            \$814.00**

**Board Meeting Agenda  
November 17, 2014**

Topic: Approval of Change Order No. 1 – Bid No. 2013/14-13 – Category 08 – Casework – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible  
Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Casework category at the Liberty Elementary School Wing Addition.

---

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-13 – Category 8 – Casework – Liberty Elementary School Wing Addition. The bid was awarded to Stolo Cabinets, Inc. and Purchase Order No. C6003129 was issued in the amount of \$84,075.00.

District staff is requesting a change in the scope of work for Change Order No. 1 to replace the specified cabinets with cabinets without the center divider.

Change Order No 1, in the amount of (\$408.00) brings the total amount of the purchase order to \$83,667.00. Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District No. 16 funds.

---

**FISCAL IMPACT:** Change order value of (\$408.00) is included in the budget for the project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 1 in the amount of (\$408.00) to Stolo Cabinets, Inc., bringing the new total amount of the purchase order to \$83,667.00.

---

---

**ADDITIONAL MATERIAL:** Request for Change Order No. 1 – Category 08 – Casework – Liberty Elementary School Wing Addition.

Attached: Yes

Distribution to:

**OWNER**   
**ARCHITECT**   
**CONTRACTOR**

**FIELD**   
**IOR**   
**DSA**

**PROJECT:** Riverside Unified School District  
Liberty Classroom Building Addition  
Riverside, CA 92503

**CHANGE ORDER NO: 26-08-01**

**DATE:** September 22, 2014

**TO:** Tilden-Coil, Inc.  
3612 Mission Inn Ave  
Riverside, CA 92501

**HMC#: 3152145**  
**DSA A#: 04-112203**  
**DSA File #: 33-38**

**You are directed to make the following changes in this Contract:**

Reference attached Item: 26.01

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum .....	\$	84,075.00
Net change by previously authorized Change Orders .....	\$	0.00
The Contract Sum prior to this Change Order was .....	\$	84,075.00
The Contract Sum will be <b>decreased</b> by this Change Order .....	\$	(408.00)
The new Contract Sum including this Change Order will be .....	\$	83,667.00

The Contract Time will be changed by **[0]** Days.

The Date of Completion as of the date of this Change Order therefore is: **October 10, 2014**

**ARCHITECT**

HMC Architects  
3546 Concourse Street  
Ontario, CA 91764

**CONTRACTOR**

Stolo Cabiets  
860 Challenger Street  
Brea, CA 92821

*Authorized:*

**OWNER**

Riverside Unified School District  
Post Office Box 2800  
Riverside, CA 92516

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

cc:  
File

**ITEM CO-26.1:**  
(PCR-042)

**Reference As Approved Drawings A2.10 & A2.20:**

In the 1<sup>st</sup> and 2<sup>nd</sup> floor classrooms, replace the specified 112 cabinets with 102 cabinets.

**Justification:**

Provide cabinets without the center divider.

**ADD            \$(408.00)**

**TOTAL CHANGE ORDER            \$(408.00)**



**Board Meeting Agenda  
November 17, 2014**

Topic: Approval of Change Order No. 1 – Bid No. 2013/14-23 – Category 18 – Drywall & Plaster – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible  
Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Drywall & Plaster category at the Liberty Elementary School Wing Addition.

---

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-23 – Category 18 – Drywall & Plaster – Liberty Elementary School Wing Addition. The bid was awarded to Orange County Plastering Company, Inc. and Purchase Order No. C6003155 was issued in the amount of \$422,373.00.

District staff is requesting a change in the scope of work for Change Order No. 1 to add one-hour walls and draft stops that were not listed on plans.

Change Order No 1, in the amount of \$4,614.00 brings the total amount of the purchase order to \$426,987.00. Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District No. 16 funds.

---

**FISCAL IMPACT:** Change order value of \$4,614.00 is included in the budget for the project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 1 in the amount of \$4,614.00 to Orange County Plastering, Inc., bringing the new total amount of the purchase order to \$426,987.00.

---

---

**ADDITIONAL MATERIAL:** Request for Change Order No. 1 – Category 18 – Drywall & Plaster – Liberty Elementary School Wing Addition.

Attached: Yes



Distribution to:

<b>OWNER</b>	<input checked="" type="checkbox"/>	<b>FIELD</b>	<input checked="" type="checkbox"/>
<b>ARCHITECT</b>	<input checked="" type="checkbox"/>	<b>IOR</b>	<input checked="" type="checkbox"/>
<b>CONTRACTOR</b>	<input checked="" type="checkbox"/>	<b>DSA</b>	<input checked="" type="checkbox"/>

**PROJECT:** Riverside Unified School District  
 Liberty Classroom Building Addition  
 Riverside, CA 92503

**CHANGE ORDER NO: 25-18-01**

**DATE:** September 22, 2014

**TO:** Tilden-Coil, Inc.  
 3612 Mission Inn Ave  
 Riverside, CA 92501

**HMC#: 3152145**  
**DSA A#: 04-112203**  
**DSA File #: 33-38**

**You are directed to make the following changes in this Contract:**

Reference attached Item: 25.01

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum .....	\$	422,373.00
Net change by previously authorized Change Orders .....	\$	0.00
The Contract Sum prior to this Change Order was .....	\$	422,373.00
The Contract Sum will be <b>increased</b> by this Change Order .....	\$	4,614.00
The new Contract Sum including this Change Order will be .....	\$	426,987.00

The Contract Time will be changed by **[2]** Days.

The Date of Completion as of the date of this Change Order therefore is: **October 12, 2014**

**ARCHITECT**

HMC Architects  
 3546 Concoars Street  
 Ontario, CA 91764

By \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACTOR**

Orange County Plastering  
 Company, Inc.  
 3191-B1 Airport Loop Drive  
 Costa Mesa, CA 92626

By \_\_\_\_\_

Date \_\_\_\_\_

*Authorized:*

**OWNER**

Riverside Unified School District  
 Post Office Box 2800  
 Riverside, CA 92516

By \_\_\_\_\_

Date \_\_\_\_\_

**ITEM CO-25.1:**  
(PCR-098)

**Reference As Approved Drawings A2.20, M-2.01:**

In Data 206, provide a 1-Hr Shaft wall around the duct for EF-5.  
In Classrooms 203, 204 & 205, reduce the size of the specified shaft walls.  
Along the 2<sup>nd</sup> floor, the east wall of Elevator 208 is to be finished as a 1-Hr wall.  
Along the ceiling of Walkway 211, install draft stops such that the greatest horizontal dimension does not exceed 100 lineal feet

**Justification:**

1-Hr shaft wall provided in lieu of adding a damper to the duct of EF-5.  
Size of shaft walls reduced to eliminate conflict with the window openings.  
The 1-Hr rated wall symbol was inadvertently not shown on the floor plan.  
Draft stops inadvertently not shown on the floor plan.

**ADD            \$4,614.00**

**TOTAL CHANGE ORDER            \$4,614.00**

**Board Meeting Agenda  
November 17, 2014**

Topic: Approval of Change Order No. 1 – Bid No. 2013/14-26 – Category 21 – Acoustical – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible  
Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Acoustical category at the Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-26 – Category 21 – Acoustical – Liberty Elementary School Wing Addition. The bid was awarded to Preferred Ceilings, Inc. and Purchase Order No. C6003156 was issued in the amount of \$43,980.00.

District staff is requesting a change in the scope of work for Change Order No. 1 to provide additional seismic wires to accommodate the change to recessed light fixtures.

Change Order No 1, in the amount of \$988.00 brings the total amount of the purchase order to \$44,968.00. Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District No. 16 funds.

---

**FISCAL IMPACT:** Change order value of \$988.00 is included in the budget for the project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 1 in the amount of \$988.00 to Preferred Ceilings, Inc., bringing the new total amount of the purchase order to \$44,968.00.

---

---

**ADDITIONAL MATERIAL:** Request for Change Order No. 1 – Category 21 – Acoustical – Liberty Elementary School Wing Addition.

Attached: Yes

Distribution to:

<b>OWNER</b>	<input checked="" type="checkbox"/>	<b>FIELD</b>	<input checked="" type="checkbox"/>
<b>ARCHITECT</b>	<input checked="" type="checkbox"/>	<b>IOR</b>	<input type="checkbox"/>
<b>CONTRACTOR</b>	<input type="checkbox"/>	<b>DSA</b>	<input type="checkbox"/>

**PROJECT:** Riverside Unified School District  
Liberty Classroom Building Addition  
Riverside, CA 92503

**CHANGE ORDER NO:** 21-21-01

**DATE:** September 17, 2014

**TO:** Tilden-Coil, Inc.  
3612 Mission Inn Ave  
Riverside, CA 92501

**HMC#:** 3152145  
**DSA A#:** 04-112203  
**DSA File #:** 33-38

**You are directed to make the following changes in this Contract:**

Reference attached Item: 21.1

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum .....	\$	43,980.00
Net change by previously authorized Change Orders .....	\$	0.00
The Contract Sum prior to this Change Order was .....	\$	43,980.00
The Contract Sum will be <b>increased</b> by this Change Order .....	\$	988.00
The new Contract Sum including this Change Order will be .....	\$	44,968.00

The Contract Time will be changed by **[1]** Days.

The Date of Completion as of the date of this Change Order therefore is: **October 11, 2014**

**ARCHITECT**

HMC Architects  
3546 Concourses Street  
Ontario, CA 91764

**CONTRACTOR**

Preferred Ceilings  
475 Capricorn Street  
Brea, CA 92821

*Authorized:*

**OWNER**

Riverside Unified School District  
Post Office Box 2800  
Riverside, CA 92516

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

cc:  
File

**ITEM CO-20.1:**  
(PCR-094)

**Reference As Approved Drawings E3.10, E3.20, E5.12, E6.10 & E6.12:**

At the 1<sup>st</sup> and 2<sup>nd</sup> floors, provide additional seismic wires to accommodate the change to recessed light fixtures as shown on drawings CD-05.01 through CD-05.12.

**Justification:**

**ADD                    \$988.00**

**TOTAL CHANGE ORDER                    \$988.00**



**Board Meeting Agenda  
November 17, 2014**

Topic: Approval of Change Order No. 5 – Bid No. 2013/14-52 – Restroom Renovation – Monroe Elementary School

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Restroom Renovation – Monroe Elementary School.

---

**DESCRIPTION OF AGENDA ITEM:**

On May 19, 2014, the Board of Education approved Bid No. 2013/14-52 – Restroom Renovation – Monroe Elementary School. The bid was awarded to Caltec Corporation, and Purchase Order C6003267 was issued for the amount of \$259,000.00. Four subsequent change orders were approved for \$17,428.49, bringing the total amount of the purchase order to \$276,428.49.

District staff is requesting a change in the scope of work for Change Order No. 5 to repair and replace the faucet at the Boys restroom in Building F that was vandalized.

Change Order No 5, in the amount of \$419.15, brings the total amount of the purchase order to \$276,847.64. Funding for this project is one hundred percent (100%) Measure B.

---

**FISCAL IMPACT:** Change order value of \$419.15 is included in the budget for this project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 5 in the amount of \$419.15 to Caltec Corporation, bringing the new total amount of the Purchase Order to \$276,847.64.

---

**ADDITIONAL MATERIAL:** Request for Change Order No. 5 – Restroom Renovation –  
Monroe Elementary School.

Attached: Yes





CHANGE ORDER REQUEST (COR)

Project Name:	<u>Restroom Renovations at Two Sites</u>	COR Number:	<u>10</u>
To:	<u>Mr. Kevin Hauser</u>	Contract Number:	<u></u>
From: (Contractor)	<u>Caltec Corp.</u>	Date Generated:	<u>23-Sep-14</u>
		Page:	<u>1 of 2</u>

Description of Work: \_\_\_\_\_ Reference RFI No. \_\_\_\_\_

Per District direction, Caltec investigated and determined damaged faucet at Boys restroom in Building F was tampered with. Cost for repair and replacement.

	EXTRA	CREDIT <small>Enter Negative Numbers</small>
<b>1) Work Performed by Subcontractor</b>		
A. <b>Material:</b> (Attach receipts, invoices or itemized quantity and unit cost, plus sales tax and delivery. Enter Total as Material.)	_____	_____
B. <b>Labor:</b> (Attach itemized hours times rates in accordance with certified payroll records. Separately show dollar amount for employer-paid payroll taxes/insurance benefits. Enter Total as Labor.)	_____	_____
C. <b>Equipment:</b> Attach receipts, tear tickets or invoices indicating unit costs and total hours or loads charged. Enter Total as Equipment.)	_____	_____
D. <b>SUBTOTAL (LINES A+B+C)</b>	_____	_____
E. <b>Subcontractor Overhead &amp; Profit:</b> See Contractor Overhead & Profit as described in Section 7.8.2(D)(2)(g) above.	_____	_____
F. <b>Total Subcontractor Cost (Credit).</b> (Lines D+E)	_____	_____
G. <b>General Contractor's Overhead and Profit and Bond (On Subcontractor's Work)</b> as described in section 7.8.2(D)(2)(h) above.	_____	_____
H. <b>Total Subcontractor(s) Cost (Credit).</b> A cumulative total of all Subcontractors working on this Change. (Lines F for ALL Subcontractors)	_____	_____
<b>2) Work Performed by Contractor</b>		
I. <b>Material:</b> (Attach receipts, invoices or itemized quantity and unit cost, plus sales tax and delivery. Enter Total as	_____	_____
J. <b>Labor:</b> (Attach itemized hours times rates in accordance with certified payroll records. Separately show dollar amount for employer-paid payroll taxes/insurance benefits. Enter Total as Labor.)	_____	_____



CALTEC CORPORATION

GENERAL BUILDING & ENGINEERING CONTRACTOR  
LICENSE NO. 852623

Project Name: Restroom Renovations at Two Sites COR Number: 10

To: Mr. Kevin Hauser Contract Number: \_\_\_\_\_

From: (Contractor) Caltec Corp. Date Generated: 23-Sep-14

Page: 2 of 2

K. Equipment: Attach receipts, tear tickets or invoices indicating unit costs and total hours or loads charged. Enter Total as Equipment.)	_____	_____
L. SUBTOTAL (LINES I+J+K)	_____	\$ _____
M. Contractor Overhead & Profit and Bond: See Contractor Overhead & Profit as described in Section 7.8.2(D)(2)(g) above.	_____	\$ _____
N. Total Contractor Cost (Credit). (Lines L+M)	_____	\$ _____
3) Total of Work Performed by Subcontractor(s) and the Contractor.	_____	_____
O. Total Subcontractor(s) Cost (Credit). (Line H)	_____	_____
P. Total Contractor(s) Cost (Credit). (Line N)	_____	_____
Q. Grand Total (Credit). (Lines O+P)	\$ 419.15	_____

The proposal would  Increase  Decrease the Milestones and/or Contract Time by - Working days.

The proposal does NOT affect the Milestones and/or Contract Time.

<u>Caltec Corp.</u>	<u><i>Abghari</i></u>	<u>23-Sep-14</u>
Contractor	Signature	Date
<u>Architect of Record</u>	<u>Signature</u>	<u>Date</u>
<u>KEVIN HAUSER</u>	<u><i>Kevin Hauser</i></u>	<u>9/23/14</u>
District	Signature	Date
_____	Signature	Date



CALTEC CORPORATION

GENERAL BUILDING & ENGINEERING CONTRACTOR  
LICENSE NO. 852623

## CHANGE ORDER REQUEST (COR) 10

RE: RESTROOM RENOVATIONS AT MONROE ELEMENTARY SCHOOL

September 23, 2014

Attachment to COR 10

Material		
Faucet, including shipping		\$140
Labor		
1 Labor x 3 Hours x \$61.9/Hr		\$185.70
Employer Contribution		\$35.64
Subtotal		\$361.34
O&P		\$57.91
Total		\$419.15

**Board Meeting Agenda  
November 17, 2014**

Topic: Approval of Change Order No. 1 – Bid No. 2013/14-64 – Exterior Alterations – Riverside Polytechnic High School

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Exterior Alterations – Riverside Polytechnic High School.

---

**DESCRIPTION OF AGENDA ITEM:**

On June 2, 2014, the Board of Education approved Bid No. 2013/14-64 – Exterior Alterations – Riverside Polytechnic High School. The bid was awarded to Visionary Construction & Consulting, Inc., and Purchase Order C6003273 was issued for the amount of \$200,000.00.

District staff is requesting a change in the scope of work for Change Order No. 1 to (1) repair the parkway and caulk the top of the stackable walls with liquid nails; and (2) delete stolon seeding from the scope of work.

Change Order No 1, in the amount of \$3,187.24, brings the total amount of the purchase order to \$203,187.24. Funding for this project is one hundred percent (100%) Measure B.

---

**FISCAL IMPACT:** Change order value of \$3,187.24 is included in the budget for this project.

**RECOMMENDATION:** It is recommended that the Board of Education approve Change Order No. 1 in the amount of \$3,187.24 to Visionary Construction & Consulting, Inc., bringing the new total amount of the purchase order to \$203,187.24.

---

**ADDITIONAL MATERIAL:** Request for Change Order No. 1 – Exterior Alterations –  
Riverside Polytechnic High School.

Attached: Yes

# Visionary Construction & Consulting, Inc.

## Contractor Change Order Request

Project: Exterior Alterations at Poly High School

C.O.R. # 001

Project #: 2013/14-64

Date: 9/16/2014

Description: Parkway Repairs and Liquid Nails at the top of the Stackable Walls.

### General Contractor Direct Costs

#### Additive Costs:

Labor	32 HRs @ 66.07	16 hrs @ 67.71	\$3,197.60
Material	Irrigation Parts & Liquidnails		\$270.13
Equipment	Service Truck		\$75.00
Subtotal Additive Costs			\$3,542.73

#### Deductive Costs:

Labor	\$0.00	
Material	\$0.00	
Equipment	\$0.00	
Subtotal Deductive Costs		\$0.00

Subtotal \$3,542.73

General Contractor Mark Up \$531.41

Total General Contractor Cost \$4,074.14

### Sub-Contractor Direct Cost

#### Additive Costs:

Labor	\$0.00	
Materials	\$0.00	
Equipment	\$0.00	
Subtotal Additive Cost		\$0.00

Change Order Request

C.O.R. # 001

Page 2

Deductive Costs:

Labor

\$0.00
\$0.00
\$0.00

Material

Equipment

Subtotal Deductive Cost

\$0.00
--------

Subtotal

\$0.00
--------

Sub-Contractor Mark Up

\$0.00
--------

Total Sub-Contractor Cost

\$0.00
--------

General's Mark Up on Sub-Contractor Cost

\$0.00
--------

Insurance

\$81.48
---------

Total Change Order Request

\$4,155.62
------------

Additional time required

2 # of days

# Visionary Construction & Consulting, Inc.

## Contractor Change Order Request

Project: Exterior Alterations at Poly High School

C.O.R. # 002

Project #: 2013/14-64

Date: 10/7/2014

Description: Stolon Seeding Credit

### General Contractor Direct Costs

#### Additive Costs:

Labor	\$0.00	
Material	\$0.00	
Equipment	\$0.00	
Subtotal Additive Costs		\$0.00

#### Deductive Costs:

Labor 8 Hrs @ 66.07	-\$528.56	
Material 1,100 sqft	-\$297.00	
Equipment	\$0.00	
Subtotal Deductive Costs		-\$825.56

Subtotal -\$825.56

General Contractor Mark Up -\$123.83

Total General Contractor Cost -\$949.39

### Sub-Contractor Direct Cost

#### Additive Costs:

Labor	\$0.00	
Materials	\$0.00	
Equipment	\$0.00	
Subtotal Additive Cost		\$0.00



Change Order Request

C.O.R. # 002

Page 2

Deductive Costs:

Labor  
Material  
Equipment  
Subtotal Deductive Cost

\$0.00
\$0.00
\$0.00
\$0.00

Subtotal

\$0.00
--------

Sub-Contractor Mark Up

\$0.00
--------

Total Sub-Contractor Cost

\$0.00
--------

General's Mark Up on Sub-Contractor Cost

\$0.00
--------

Insurance

-\$18.99
----------

Total Change Order Request

-\$968.38
-----------

Additional time required

0 # of days

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003151 – Bid No. 2013/14-06 – Category 01 – Site Development – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Site Development – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-06 – Category 01 – Site Development – Liberty Elementary School Wing Addition. The bid was awarded to Ironclad General Engineering, Inc. and Purchase Order No. C6003151 was issued in the amount of \$320,000.00. Two Change Orders were approved for (\$16,595.00), bringing the total amount of the purchase order to \$303,405.00.

The scope of work for this project was to complete Site Development at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Ironclad General Engineering, Inc., – Purchase Order C6003151, for a total of \$303,405.00.

---


**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached:     Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Ironclad General Engineering
Address:	555 W. 1 <sup>st</sup> Street Rialto, CA 92376
Category # / Title	Bid Category No. 01 – Site Development
PO#:	RUSD PO # C-6003151
Original Contract Amount:	\$ 320,000.00
Total # of Change Orders:	(2) Two
Total \$ of Change Orders:	\$ -16,595.00
New Contract Amount:	\$ 303,405.00
Date of Completion:	September 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:  10/16/2014  


---

Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003150 – Bid No. 2013/14-08 – Category 03 – Fences & Gates – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Fences & Gates – Liberty Elementary School Wing Addition.

---

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-08 – Category 03 – Fences & Gates – Liberty Elementary School Wing Addition. The bid was awarded to Alcorn Fence Company, Inc. and Purchase Order No. C6003150 was issued in the amount of \$69,575.00. One Change Order was approved for \$814.00, bringing the total amount of the purchase order to \$70,389.00.

The scope of work for this project was to install Fences & Gates at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Alcorn Fence Company, Inc., – Purchase Order C6003150, for a total of \$70,389.00.

---

**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached:     Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Alcorn Fence Company
Address:	1212 West Struck Avenue Orange, CA 92867
Category # / Title	Bid Category No. 03 – Fences & Gates
PO#:	RUSD PO # C-6003150
Original Contract Amount:	\$ 69,575.00
Total # of Change Orders:	(1) One
Total \$ of Change Orders:	\$ 814.00
New Contract Amount:	<b>\$70,389.00</b>
Date of Completion:	October 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:

  
10/16/2014

Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager



**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003154 – Bid No. 2013/14-09 – Category 04 – Structural Steel – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Structural Steel – Liberty Elementary School Wing Addition.

---

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-09 – Category 04 – Structural Steel – Liberty Elementary School Wing Addition. The bid was awarded to RND Contractors, Inc. and Purchase Order No. C6003154 was issued in the amount of \$208,698.00. One change order was approved for \$9,596.00, bringing the total amount of the purchase order to \$218,294.00.

The scope of work for this project was to install Structural Steel at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None



**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for RND Contractors, Inc., – Purchase Order C6003154, for a total of \$218,294.00.

---

**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached:     Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	RND Contractors
Address:	14796 Jurupa Avenue, Unit A Fontana, CA 92337
Category # / Title	Bid Category No. 04 – Structural Steel
PO#:	RUSD PO # C-6003154
Original Contract Amount:	\$ 208,698.00
Total # of Change Orders:	(1) One
Total \$ of Change Orders:	\$ 9,596.00
New Contract Amount:	\$ \$218,294.00
Date of Completion:	October 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:

  
10/16/2014

Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager



**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003127 – Bid No. 2013/14-11 – Category 06 – Roofing – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible  
Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Roofing – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-11 – Category 06 – Roofing – Liberty Elementary School Wing Addition. The bid was awarded to Rite-Way Roof Corporation and Purchase Order No. C6003127 was issued in the amount of \$77,700.00.

The scope of work for this project was to install roofing at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Rite-Way Roof Corporation – Purchase Order C6003127, for a total of \$77,700.00.

---


**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached: Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Rite-Way Roof Corporation
Address:	15425 Arrow Route Fontana, CA 92335
Category # / Title	Bid Category No. 06 – Roofing
PO#:	RUSD PO # C-6003127
Original Contract Amount:	\$ 77,700.00
Total # of Change Orders:	(0) Zero
Total \$ of Change Orders:	\$ 0.00
New Contract Amount:	\$ 77,700.00
Date of Completion:	September 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:  10/16/2014  
 \_\_\_\_\_  
 Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003128 – Bid No. 2013/14-12 – Category 07 – Sheet Metal – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Sheet Metal – Liberty Elementary School Wing Addition.

---

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-12 – Category 07 – Sheet Metal – Liberty Elementary School Wing Addition. The bid was awarded to Challenger Sheet Metal, Inc. and Purchase Order No. C6003128 was issued in the amount of \$61,000.00. One change order was approved for (\$3,650.00), bringing the total amount of the purchase order to \$57,350.00.

The scope of work for this project was to install Sheet Metal at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Challenger Sheet Metal, Inc., – Purchase Order C6003128, for a total of \$57,350.00.

---

**ADDITIONAL MATERIAL:** Notice of Completion Request


Attached:     Yes



## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Challenger Sheet Metal
Address:	9353 Abraham Way Santee, CA 92071
Category # / Title	Bid Category No. 07 – Sheet Metal
PO#:	RUSD PO # C-6003128
Original Contract Amount:	\$ 61,000.00
Total # of Change Orders:	(1) One
Total \$ of Change Orders:	\$ -3,650.00
New Contract Amount:	\$ 57,350.00
Date of Completion:	September 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:  10/16/2014  
Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager





**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003129 – Bid No. 2013/14-13 – Category 08 – Casework – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible  
Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Casework – Liberty Elementary School Wing Addition.

---

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-13 – Category 08 – Casework – Liberty Elementary School Wing Addition. The bid was awarded to Stolo Cabinets, Inc. and Purchase Order No. C6003129 was issued in the amount of \$84,075.00. One change order was approved for (\$408.00), bringing the total amount of the purchase order to \$83,667.00.

The scope of work for this project was to install Casework at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Stolo Cabinets, Inc., – Purchase Order C6003129, for a total of \$83,667.00.

---


**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached: Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Stolo Cabinets
Address:	860 Challenger Street Brea, CA 92821
Category # / Title	Bid Category No. 08 – Casework
PO#:	RUSD PO # C-6003129
Original Contract Amount:	\$ 84,075.00
Total # of Change Orders:	(1) One
Total \$ of Change Orders:	\$ -408.00
New Contract Amount:	\$ 83,667.00
Date of Completion:	September 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:  **10/16/2014**  
\_\_\_\_\_  
Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003130 – Bid No. 2013/14-14 – Category 09 – Doors & Hardware – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Doors & Hardware – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-14 – Category 09 – Doors & Hardware – Liberty Elementary School Wing Addition. The bid was awarded to Inland Building Construction Company, Inc. and Purchase Order No. C6003130 was issued in the amount of \$71,700.00.

The scope of work for this project was to install Doors & Hardware at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Inland Building Construction Company, Inc., – Purchase Order C6003130, for a total of \$71,700.00.

---

**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached:     Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Inland Building Construction Company
Address:	323 South Sierra Way San Bernardino, CA 92408
Category # / Title	Bid Category No. 09 – Doors & Hardware
PO#:	RUSD PO # C-6003130
Original Contract Amount:	\$ 71,700.00
Total # of Change Orders:	(0) Zero
Total \$ of Change Orders:	\$ 0.00
New Contract Amount:	\$ 71,700.00
Date of Completion:	September 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:



10/16/2014

Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003131 – Bid No. 2013/14-15 – Category 10 – Glass & Glazing – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Glass & Glazing – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-15 – Category 10 – Glass & Glazing – Liberty Elementary School Wing Addition. The bid was awarded to Queen City Glass Company, Inc. and Purchase Order No. C6003131 was issued in the amount of \$132,830.00. One change order was approved for \$7,719.00, bringing the total amount of the purchase order to \$140,549.00.

The scope of work for this project was to install Glass & Glazing at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Queen City Glass Company, Inc., – Purchase Order C6003131, for a total of \$140,549.00.

---

**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached:     Yes




## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Queen City Glass Company
Address:	42210 Roick Drive, Suite 6 Temecula, CA 92590
Category # / Title	Bid Category No. 10 – Glazing
PO#:	RUSD PO # C-6003131
Original Contract Amount:	\$ 132,830.00
Total # of Change Orders:	(1) One
Total \$ of Change Orders:	\$ 7,719.00
New Contract Amount:	\$ 140,549.00
Date of Completion:	September 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:

 **10/16/2014**  
\_\_\_\_\_  
Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003132 – Bid No. 2013/14-16 – Category 11 – Flooring – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Flooring – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-16 – Category 11 – Flooring – Liberty Elementary School Wing Addition. The bid was awarded to Continental Flooring, Inc. and Purchase Order No. C6003132 was issued in the amount of \$49,721.00.

The scope of work for this project was to install Flooring at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Continental Flooring, Inc., – Purchase Order C6003132, for a total of \$49,721.00.

---


**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached: Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Continental Flooring
Address:	10763 Bell Court Rancho Cucamonga, CA 91730
Category # / Title	Bid Category No. 11 – Flooring
PO#:	RUSD PO # C-6003132
Original Contract Amount:	\$ 49,721.00
Total # of Change Orders:	(0) Zero
Total \$ of Change Orders:	\$ 0.00
New Contract Amount:	\$ 49,721.00
Date of Completion:	September 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:  10/16/2014  
Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003158 – Bid No. 2013/14-21 – Category 16 – Plumbing – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Plumbing – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-21 – Category 16 – Plumbing – Liberty Elementary School Wing Addition. The bid was awarded to Empeyrean Plumbing, Inc. and Purchase Order No. C6003158 was issued in the amount of \$334,485.00.

The scope of work for this project was to install Plumbing at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Empeyrean Plumbing, Inc., – Purchase Order C6003158, for a total of \$334,485.00.

---

**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached: Yes



## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Empyrean Plumbing
Address:	1370 Dodson Way Riverside, CA 92507
Category # / Title	Bid Category No. 16 – Plumbing
PO#:	RUSD PO # C-6003158
Original Contract Amount:	\$ 334,485.00
Total # of Change Orders:	(0) Zero
Total \$ of Change Orders:	\$ 0.00
New Contract Amount:	\$ 334,485.00
Date of Completion:	October 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:



10/16/2014

Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003135 – Bid No. 2013/14-22 – Category 17 – Painting – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Painting – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-22 – Category 17 – Painting – Liberty Elementary School Wing Addition. The bid was awarded to A.J. Fistes Corporation, Inc. and Purchase Order No. C6003135 was issued in the amount of \$44,076.00.

The scope of work for this project was to perform all Painting at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for A.J. Fistes Corporation, Inc., – Purchase Order C6003135, for a total of \$44,076.00.



---

**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached: Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	AJ Fistes Corporation
Address:	2214 Atlantic Avenue Long Beach, CA 90806
Category # / Title	Bid Category No. 17 – Painting
PO#:	RUSD PO # C-6003135
Original Contract Amount:	\$ 44,076.00
Total # of Change Orders:	(0) Zero
Total \$ of Change Orders:	\$ 0.00
New Contract Amount:	\$ 44,076.00
Date of Completion:	October 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:



10/16/2014

Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003155 – Bid No. 2013/14-23 – Category 18 – Drywall & Plaster – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Drywall & Plaster – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-23 – Category 18 – Drywall & Plaster – Liberty Elementary School Wing Addition. The bid was awarded to Orange County Plastering Company, Inc. and Purchase Order No. C6003155 was issued in the amount of \$422,373.00. One change order was approved for \$4,614.00, bringing the total amount of the purchase order to \$426,987.00.

The scope of work for this project was to install Drywall & Plaster at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Orange County Plastering Company, Inc., – Purchase Order C6003155, for a total of \$426,987.00.

---


**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached:     Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Orange County Plastering Company
Address:	3191 B-1 Airport Loop Drive Costa Mesa, CA 92626
Category # / Title	Bid Category No. 18 – Drywall & Plaster
PO#:	RUSD PO # C-6003155
Original Contract Amount:	\$ 422,373.00
Total # of Change Orders:	(1) One
Total \$ of Change Orders:	\$ 4,614.00
New Contract Amount:	\$ 426,987.00
Date of Completion:	October 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:  10/16/2014  
 Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003153 – Bid No. 2013/14-25 – Category 20 – Ceramic Tile – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible  
Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Ceramic Tile – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-25 – Category 20 – Ceramic Tile – Liberty Elementary School Wing Addition. The bid was awarded to Premier Tile & Marble, Inc. and Purchase Order No. C6003153 was issued in the amount of \$36,931.00.

The scope of work for this project was to install Ceramic Tile at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Premier Tile & Marble, Inc., – Purchase Order C6003153, for a total of \$36,931.00.

---

**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached: Yes




## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Premier Tile & Marble
Address:	15000 S. Main Street Gardena, CA 90248
Category # / Title	Bid Category No. 20 – Ceramic Tile
PO#:	RUSD PO # C-6003153
Original Contract Amount:	\$ 36,931.00
Total # of Change Orders:	(0) Zero
Total \$ of Change Orders:	\$ 0.00
New Contract Amount:	\$ 36,931.00
Date of Completion:	September 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:

 **10/16/2014**  
\_\_\_\_\_  
Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager



**Board Meeting Agenda  
November 17, 2014**

Topic: Notice of Completion – Purchase Order C6003156 – Bid No. 2013/14-26 – Category 21 – Acoustical – Liberty Elementary School Wing Addition

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Acoustical – Liberty Elementary School Wing Addition.

---

**DESCRIPTION OF AGENDA ITEM:**

On December 9, 2013, the Board of Education approved Bid No. 2013/14-26 – Category 21 – Acoustical – Liberty Elementary School Wing Addition. The bid was awarded to Preferred Ceilings, Inc. and Purchase Order No. C6003156 was issued in the amount of \$43,980.00. One change order was approved for \$988.00, bringing the total amount of the purchase order to \$44,968.00.

The scope of work for this project was to install Acoustical at the Liberty Elementary School Wing Addition.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is fifty percent (50%) from State Funds and fifty percent (50%) from Community Facilities District Funds.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Preferred Ceiling, Inc., – Purchase Order C6003156, for a total of \$44,968.00.

---

**ADDITIONAL MATERIAL:** Notice of Completion Request

Attached:     Yes

## NOTICE OF COMPLETION REQUEST

Date:	October 16, 2014
To:	Laurie O'Brien Riverside Unified School District
From:	Jeremy Moore, Project Manager
Project:	Liberty Elementary School Classroom Additions
Contractor:	Preferred Ceiling
Address:	475 Capricorn Brea, CA 92821
Category # / Title	Bid Category No. 21 – Acoustical
PO#:	RUSD PO # C-6003156
Original Contract Amount:	\$ 43,980.00
Total # of Change Orders:	(1) One
Total \$ of Change Orders:	\$ 988.00
New Contract Amount:	\$ 44,968.00
Date of Completion:	October 25 <sup>th</sup> , 2014
Requested Board Meeting:	November 17th, 2014

The Contractor has completed their contractual obligation to the Riverside Unified School District. All Field Work has been performed, all Closeout Items have been submitted and all Change Orders have been approved.

Signed:



10/16/2014

Tilden-Coil Constructors, Inc. – Jeremy Moore, Project Manager

**Board Meeting Agenda  
November 3, 2014**

Topic: Notice of Completion – Purchase Order C6003273 – Bid No. 2013/14-64 – Exterior Alterations – Riverside Polytechnic High School

Presented by: Jane Jumnongsilp, Fiscal Services Manager  
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for Exterior Alterations – Riverside Polytechnic High School.

---

---

**DESCRIPTION OF AGENDA ITEM:**

On June 2, 2014, the Board of Education approved Bid No. 2013/14-64 – Exterior Alterations – Riverside Polytechnic High School. The bid was awarded to Visionary Construction & Consulting, Inc., and Purchase Order C6003273 was issued for the amount of \$200,000.00. One subsequent change order was approved for \$3,187.24, bringing the total of the purchase order to \$203,187.24.

The scope of work for this project was to complete various exterior alterations at Riverside Polytechnic High School.

District staff, architect, and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is one hundred percent (100%) from Measure B.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education approve that a Notice of Completion be filed for Visionary Construction & Consulting, Inc., – Purchase Order C6003273, for a total of \$203,187.24.

---

**ADDITIONAL MATERIAL:** Invoice at 100% Complete

Attached: Yes





# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 005

APPLICATION DATE: 09/20/2014

PERIOD TO: 09/30/2014

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1.	Supervision	10,250.00	10,250.00	0.00	0.00	0.00	10,250.00	0.00	512.50
2.	Demolition	27,500.00	27,500.00	0.00	0.00	0.00	27,500.00	0.00	1,375.00
3.	Concrete	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	0.00	325.00
4.	Asphalt Paving	6,280.00	6,280.00	0.00	0.00	0.00	6,280.00	0.00	314.00
5.	Landscaping	11,470.00	11,470.00	0.00	0.00	0.00	11,470.00	0.00	573.50
6.	Irrigation	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00	1,000.00
7.	Clay Infield	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	0.00	325.00
8.	Block Wall	4,300.00	4,300.00	0.00	0.00	0.00	4,300.00	0.00	215.00
9.	Fence & Gates	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.00	1,100.00
10.	Trash Enclosure	11,550.00	11,550.00	0.00	0.00	0.00	11,550.00	0.00	577.50
11.	Extend Water Main Valve	8,650.00	8,650.00	0.00	0.00	0.00	8,650.00	0.00	432.50
12.	Boost Pump	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	500.00
13.	Electrical	17,500.00	17,500.00	0.00	0.00	0.00	17,500.00	0.00	875.00
14.	Bonds	8,500.00	8,500.00	0.00	0.00	0.00	8,500.00	0.00	425.00
15.	Insurance	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00	300.00
16.	OH & Profit	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.00	1,100.00
17.	Allowance	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	50.00
18.	Change Order # 001	4,155.62	4,155.62	0.00	0.00	0.00	4,155.62	0.00	157.78
19.	Change Order # 002	-968.38	-968.38	0.00	0.00	0.00	-968.38	0.00	-48.41
	<b>GRAND TOTAL</b>	203,187.24	203,187.24	\$0.00	\$0.00	\$0.00	203,187.24	\$0.00	\$10,109.37

AIA Document G703™ - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1976, 1983 and 1992 by The American Institute of Architects. All rights reserved. This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:30:46 on 10/07/2014 under Order No. 7126527623\_1 which expires on 05/20/2015, and is not for resale.

User Notes:

(1663584065)

**Board Meeting Agenda  
November 17, 2014**

Topic: Title I Schoolwide Plan Adoption

Presented by: Anu Menon, Director, Academic English Learners and Student Support  
Nick Chitwood, Teacher on Special Assignment, Academic English Learners and Student Support

Responsible  
Cabinet Member: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12

Type of Item: Consent

Short Description: The No Child Left Behind Act requires Board approval of Title I Schoolwide Plans.

---

**DESCRIPTION OF AGENDA ITEM:**

The No Child Left Behind act provides additional funding to districts and school sites through the Title I program, a program targeting the educational needs of low income students. There are two methods of delivery for Title I services: targeted assistance, and schoolwide programs. Targeted programs are limited in scope to a few identified students. However, schoolwide programs provide additional flexibility for sites to use the funds to improve the educational program for all students.

Riverside Unified School District is adding Matthew Gage Middle School to the schoolwide Title I program. To implement a schoolwide program, sites must undertake an educational needs analysis, and develop a Title I schoolwide plan encompassing strategies to best meet the needs of all students at their sites. This plan is made in consultation with site parents and staff, and approved by the School Site Council. The final step for sites to adopt a Title I Schoolwide Program is Board of Education approval of the Schoolwide Plan.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board approve the Title I Schoolwide Plans for Matthew Gage Middle School.

---

**ADDITIONAL MATERIAL:** The Gage Title I Schoolwide Plan can be reviewed via the following link: <http://www.rusdlink.org/Page/6086>.

Attached: No





**Board Meeting Agenda  
November 17, 2014**

Topic: Certificated Personnel Assignment Order – CE 14/15-08 and  
Classified/Non-Classified Personnel Assignment Order CL 14/15-08

Presented by: Kylee Ybarra, Director, Certificated Personnel–Leadership and Development  
Vanessa Connor, Director, Classified Personnel–Leadership and Development

Responsible  
Cabinet Member: Susan Mills, Assistant Superintendent, Department of Personnel–Leadership  
and Development

Type of Item: Consent

Short Description: The latest District’s management, certificated and classified personnel  
actions are presented to the Board of Education for approval.

---

---

**DESCRIPTION OF AGENDA ITEM:**

Board approval is requested of the District’s latest management, certificated and classified  
personnel actions, which include the following:

Change in Status from Substitute Employee to Regular Employee, Change of Employment  
Status, Change of Status-Remove Evening Shift Differential, Increase in Hours, Increase in  
Hours/Work Year, Leaves, New Hires, New Hires—Probationary 1, Promotions, Rehires,  
Resignations, Retirements, Retirements-Managers/Supervisors, Substitutes, Temporarily  
Assigned to a Higher Classification, and Voluntary Demotions/Reassignments/  
Reductions/Transfers.

---

**FISCAL IMPACT:** To be determined

**RECOMMENDATION:** It is recommended that the Board of Education approve the District’s  
latest personnel actions for both certificated and classified.

---

---

**ADDITIONAL MATERIAL:** Certificated Personnel Assignment Order – CE 14/15-08 and  
Classified/Non-Classified Personnel Assignment Order CL 14/15-08

Attached: Yes

**CERTIFICATED PERSONNEL ASSIGNMENT ORDER #CE 14/15-08**

November 17, 2014

**CERTIFICATED PERSONNEL**

**Change of Employment Status**

Madison Elementary  
School

Vasquez, Sabrina	From: Teacher, Temporary §44920	To: Teacher, Probationary 1	08/18/14
------------------	------------------------------------	--------------------------------	----------

**Increase in Hours**

Riverside Adult School

Lerner, Michael V.	Teacher	From: 32 hrs./week To: 36 hrs./week	09/02/14
--------------------	---------	--	----------

Smith, Robert W.	Teacher	From: 32 hrs./week To: 36 hrs./week	09/02/14
------------------	---------	--	----------

**Leaves**

Amelia Earhart Middle School

(Family Medical Leave Act Leave) Quezada, Karinna	Teacher	11/13/14 – 11/21/14
--	---------	------------------------

Emerson Elementary School

(Family Medical Leave Act Leave) Bristow, Kristen	Teacher	12/01/14 – 12/19/14
--	---------	------------------------

John W. North High School

(Family Medical Leave Act Leave) Valdez, Brenda J.	Teacher	11/19/14 – 12/19/14
---	---------	------------------------

Psychological Services

(Personal Unpaid Leave) Trottman, Joyce	School Psychologist	01/05/15 – 06/18/15
--	---------------------	------------------------

## Leaves - Continued

Secondary Site (Paid Administrative Leave) 14/15-060007	Teacher	11/04/14 - undetermined
---	---------	----------------------------

## New Hires – Probationary 1

Louisa May Alcott Elementary School Winsell, Emily K.	TSA/HEARTS Coordinator	10/27/14
Magnolia Elementary School Shaibi, Diana	TSA/HEARTS Coordinator	10/22/14
Riverside Polytechnic High School Cortez, Veronica	Teacher	10/31/14

## Substitutes

Geyer, Jenny	Substitute Teacher	10/31/14
Henthorn, Christopher	Substitute Teacher	10/31/14
Johnson, Eloisa	Substitute Teacher	10/28/14
Judge, Brittany	Substitute Teacher	10/28/14
Maramba, Ramon	Substitute Teacher	10/28/14
Montgomery, Rosalind	Substitute Teacher	10/28/14
Smith, Marvin	Substitute Teacher	10/28/14
Sonco, Wellington	Substitute Teacher	10/29/14
Vargas, Andres	Substitute Teacher	10/31/14

**CLASSIFIED/NON-CLASSIFIED PERSONNEL ASSIGNMENT ORDER #CL 14/15-08**  
 November 17, 2014

CLASSIFIED PERSONNEL

**Change in Status from Substitute Employee to Regular Employee**

John Adams Elementary  
 School

Montano, Gloria	Instructional Assistant – Special Education II	10 months, 6 hours	10/27/14
-----------------	---	--------------------	----------

Arlington High School

Vela, Holly A.	Cafeteria Worker I	10 months, 3 hours	10/15/14
----------------	--------------------	--------------------	----------

Henry W. Longfellow  
 Elementary School

Solorio, Rosa J.	Cafeteria Worker I	10 months, 3 hours	10/15/14
------------------	--------------------	--------------------	----------

Maintenance &  
 Operations

Calvillo, Anthony O.	Painter I	12 months, 8 hours	10/08/14 <i>Amendment to 11/03/14 Board</i>
----------------------	-----------	--------------------	--

Monroe Elementary  
 School

<del>Gomez, Genesis M.</del>	<del>Cafeteria Worker I</del>	<del>10 months, 3 hours</del>	10/15/14 <i>Amendment to 11/03/14 Board</i>
------------------------------	-------------------------------	-------------------------------	--

John W. North High  
 School

Healy, Paige M.	Accounting Assistant – High School	10 months, 3 hours	10/30/14
-----------------	---------------------------------------	--------------------	----------

Riverside Polytechnic  
 High School

Alonzo, Steffanie A.	Instructional Assistant – Special Education I	10 months, 5 hours	10/28/14
----------------------	--	--------------------	----------

### **Change of Status – Remove Evening Shift Differential**

Arlington High School Sanchez, Ron A.	Custodian, 12 months, 8 hours	Work Schedule: 6:00 a.m. – 2:30 p.m.	09/01/14
--	----------------------------------	---	----------

### **Increase in Hours/Work Year**

Matthew Gage Middle School Zuniga, Lisa M.	Instructional Assistant – Special Education I	From: 4 hours/day To: 5 hours/day	09/29/14
--	--	--------------------------------------	----------

Henry W. Longfellow Elementary School Encalada-Albiter, Rubi R.	Community Assistant – Bilingual	From: 6 hours/day To: 7 hours/day	10/01/14
--	------------------------------------	--------------------------------------	----------

Nutrition Services – River Springs Martinez, Monica C.	Cafeteria Worker I	From: 3.2 hours/day To: 3.75 hours/day	08/25/14
--	--------------------	---	----------

Publications Santiago De La Rosa, Ivan J.	Bindery Worker I	From: 4 hours/day To: 8 hours/day	10/09/14
---	------------------	--------------------------------------	----------

Ramona High School Mireles, Alyssa M.	Instructional Assistant – Special Education I	From: 4 hours/day To: 5 hours/day	08/25/14
--	--	--------------------------------------	----------

Stockroom Magana Jr., David A.	Stockroom/Mailroom/ Delivery Driver	From: 6 hours/day To: 8 hours/day	10/09/14
-----------------------------------	--	--------------------------------------	----------

### **New Hires**

Business Services Morris, Tiffany N.	Account Clerk I	12 months, 8 hours	11/05/14
---	-----------------	--------------------	----------

Central Middle School Westlake, Clifton R.	Campus Supervisor	10 months, 7 hours	11/03/14
---	-------------------	--------------------	----------

## **New Hires - Continued**

Riverside Polytechnic  
High School

Haro, Maria C.

Instructional Assistant –  
Special Education I

10 months, 4 hours

11/03/14

Special Education

Garcia, Audrey M.

Instructional Assistant –  
Special Education II,  
Sign Language

10 months, 6 hours

11/03/14

## **Promotions**

Anderson, Diana C.

From: Tomás Rivera  
Elementary School,  
Cafeteria Worker I,  
10 months, 3 hours

To: Ramona High  
School,  
Accounting Assistant –  
High School,  
11 months, 8 hours

11/03/14

Garcia, Gabriel M.

From: Ramona High  
School,  
Cafeteria Worker I,  
10 months, 3 hours

To: Nutrition Services,  
Food Production  
Worker,  
12 months, 8 hours

10/20/14

Reyna, Josue

From: Special Education,  
Nonpublic School/  
Agency Technician/  
Assistant,  
12 months, 8 hours

To: Pupil Services,  
Pupil Services/SELPA  
Technician,  
12 months, 8 hours

10/27/14

## **Rehires**

Emerson Elementary  
School & Henry W.  
Longfellow Elementary  
School

Martinez, Luis R.

Translator

10 months, 8 hours (4  
hours/site)

11/03/14

**Resignations**

William Howard Taft Elementary School Swayne, Betty J.	Instructional Assistant – Computer Resources	7 years of service	11/01/14
--	---	--------------------	----------

**Retirements**

Ramona High School Campos, Joseph S.	Campus Supervisor	14 years of service	12/31/14
Mark Twain Elementary School Ricci, Ana M.	Instructional Assistant – Special Education II	26 years, 6 months of service	05/01/15

**Retirements – Managers/Supervisors**

Martin Luther King High School Romero, John	Plant Supervisor II	35 years, 2 months of service	12/02/14
---	---------------------	----------------------------------	----------

**Temporarily Assigned to a Higher Classification**

Highland Elementary School Smith Charlene L.	From: School Office Assistant	To: Assistant Principal’s Secretary	10/24/14 – 11/30/14
Maintenance & Operations Macedo, Lilia	From: Custodian	To: Lead Custodian	10/01/14 – 11/28/14

**Temporarily Assigned to a Higher Classification - Continued**

Ramona High School Valdez, Marcos R.	From: Custodian	To: Maintenance & Operations, Refuse & Compactor Vehicle/Equipment Operator	10/31/14 – 11/28/14
---	-----------------	---	------------------------

**Voluntary Demotions/Reassignments/Reductions/Transfers**

Velasquez, Christina	From: Martin Luther King High School, Instructional Assistant – Special Education I, 10 months, 5 hours	To: Martin Luther King High School, Instructional Assistant – Special Education I, 10 months, 5.5 hours	10/13/14
----------------------	---	---	----------



## NON-CLASSIFIED PERSONNEL

### New Hires

Adame-Ramirez, Breanna	AVID Tutor	10/28/14
Aguirre, Xavier	AVID Tutor	10/28/14
Archuletta, Alina	Tutor	10/22/14
Beaulieu, Kristine	Substitute Instructional Assistant	10/31/14
Bernal, Kaina	AVID Tutor	10/28/14
Castellanos, Ricardo	Substitute Carpenter	10/31/14
Castillo, Lea	Student Worker	10/21/14
Cervantes, Angela	AVID Tutor	10/28/14
Frost, Leah	Noon Playground Supervisor	10/31/14
Garcia, Norma	Noon Playground Supervisor	10/31/14
Goetzinger, Chrystal	Noon Playground Supervisor	10/31/14
Juarez Mireles, Marcelo	Substitute Custodian	10/31/14
Keys, Jeanette	Substitute Instructional Assistant	10/31/14
Kruse, Kilian	Substitute Custodian	10/28/14
Leevan, Reanna	Noon Playground Supervisor	10/31/14
Linares, Kennedie	AVID Tutor	10/28/14
Lopez, Ileana	AVID Tutor	10/28/14
Moya, Alina	Tutor	11/03/14
Munoz, Aracely	AVID Tutor	10/27/14
Nasluchacz, Katherine	Noon Playground Supervisor	10/31/14
Navarro, Michelle	Noon Playground Supervisor	10/31/14
Orantes, Amanda	Student Worker	10/21/14
Pereyda, Bridget	Substitute Instructional Assistant	10/31/14
Ramirez de Garcia, Olga	Noon Playground Supervisor	10/31/14
Ramos, Elizabeth	Substitute Health Assistant	10/31/14
Rodriguez, Debbie	Noon Playground Supervisor	10/31/14
Stewart, Bianca	AVID Tutor	10/28/14
Underwood, Kelly	Noon Playground Supervisor	10/31/14
Vargas, Andrew	AVID Tutor	10/28/14
Wolfe, Jacob	Substitute Instructional Assistant	10/31/14

### New Hires – \*Athletic Coaches

Arlington High School		
Honey, Alexandra	Water Polo – Assistant	10/27/14
Quist, Thad	Football – Assistant	11/03/14
John W. North High School		
Amezcuca, Frank	Wrestling - Assistant	01/27/14
Cox, Marquise	Football – Assistant	10/30/14

**New Hires – \*Athletic Coaches - Continued**

Ramona High School

Thompson, Andrea

Girls Basketball – Var. Assistant

11/03/14

\*The temporary athletic coaches listed above are knowledgeable of the assigned sports and meet the qualifications and competencies required by law.



## Riverside Unified School District

---

3380 14<sup>th</sup> Street • Riverside, CA • 92501

### Board Meeting Agenda November 17, 2014

Topic: Fall 2014 Enrollment Report

Presented by: Hayley Calhoun, Director, Planning and Development

Responsible

Cabinet Member: Kirk R. Lewis, Ed.D., Assistant Superintendent Operations

Type of Item: Report/Discussion

Short Description: The actual K-12 Fall 2014 enrollment will be presented and contrasted with projected enrollment and prior year's enrollment.

---

---

#### **DESCRIPTION OF AGENDA ITEM:**

Each fall, the Operations Division presents a report regarding the fall enrollment and District growth contrasted with projected enrollment and prior year's enrollments. The District experienced a decrease of 323 students over last year for a grand total of 41,946 students.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** This is a report item. No action is necessary.

---

---

**ADDITIONAL MATERIAL:** Riverside Unified School District Enrollment Report 2014-2015 presentation.

Attached: Yes

# Riverside Unified School District Enrollment Report 2014/15

Presented Nov 17, 2014

## Operations Division

Dr. Kirk R. Lewis, Assistant Superintendent

Hayley L Calhoun, Director Planning & Development

# Fall 2014 Enrollment Counts

High School	11,926	
Middle School	5,904	
Elementary School	20,822	
<b>Total Base K-12 Enrollment</b>		<b>38,652</b>

---

Special Programs K-12	1,430	
Special Day Class K-12	1,808	
<b>Total K-12 Enrollment</b>		<b>41,890</b>

---

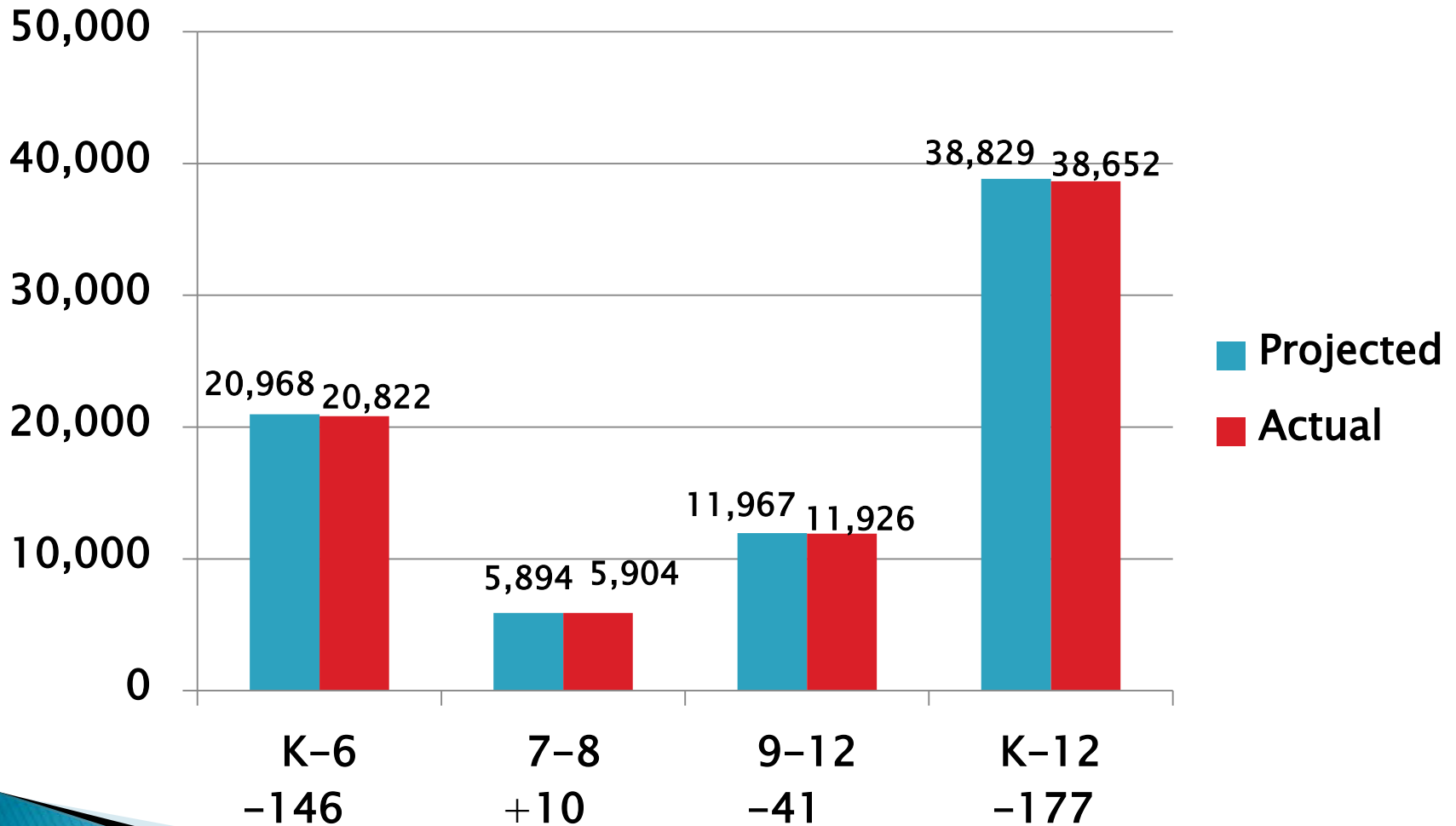
Preschool Total		1,038
• Regular Education	828	
• Special Education	210	
Project TEAM		56

<b>Total Enrollment all Programs</b>		<b>42,984</b>
--------------------------------------	--	---------------

---

Special Programs include STEM Academy, Summit View, Lincoln, Raincross, RVS, RCC Charter, and Opportunity Classes at Middle and High schools

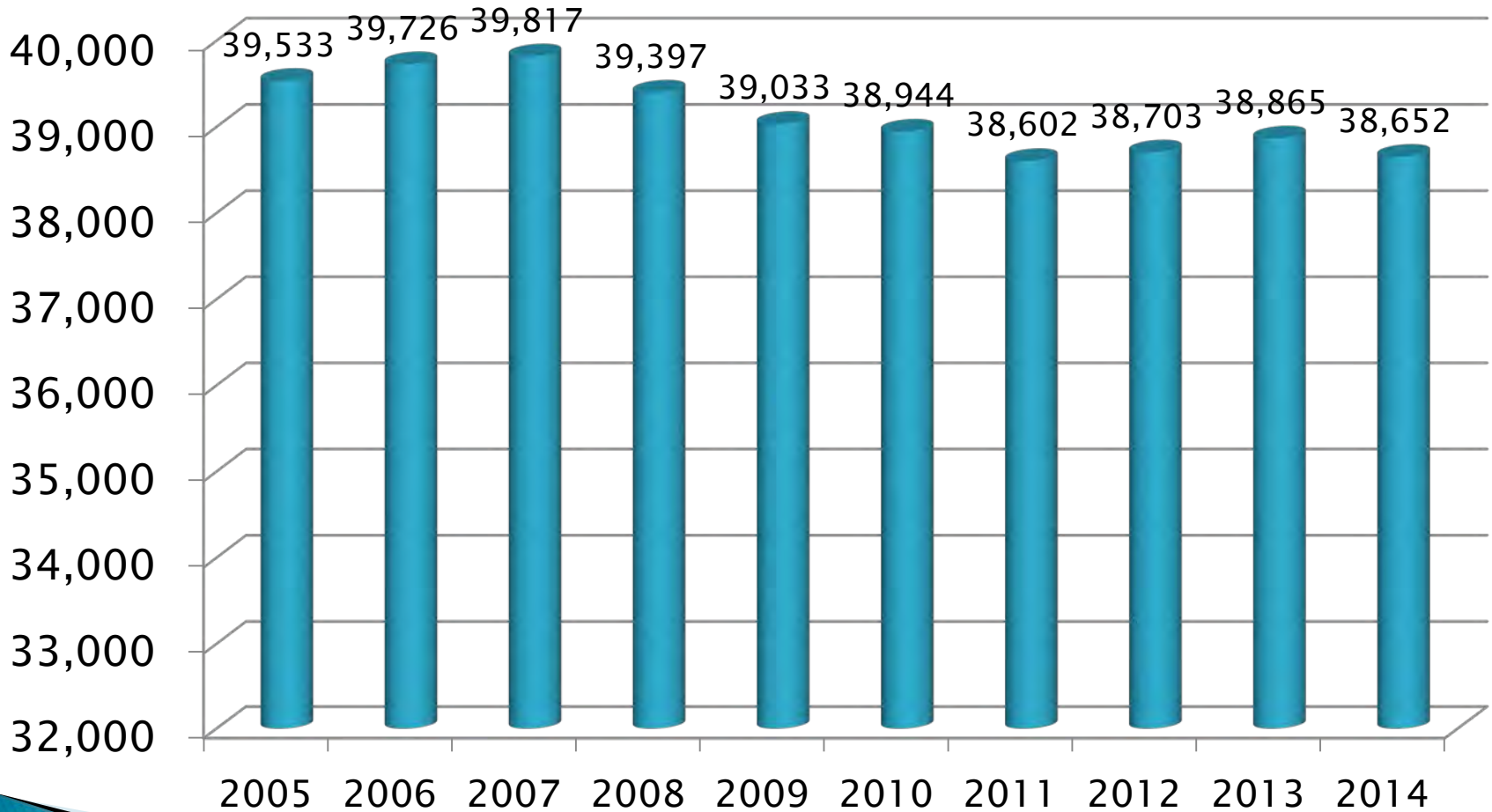
# Projected vs. Actual K-12 Base Enrollment 2014



# K-12 Base Enrollment History

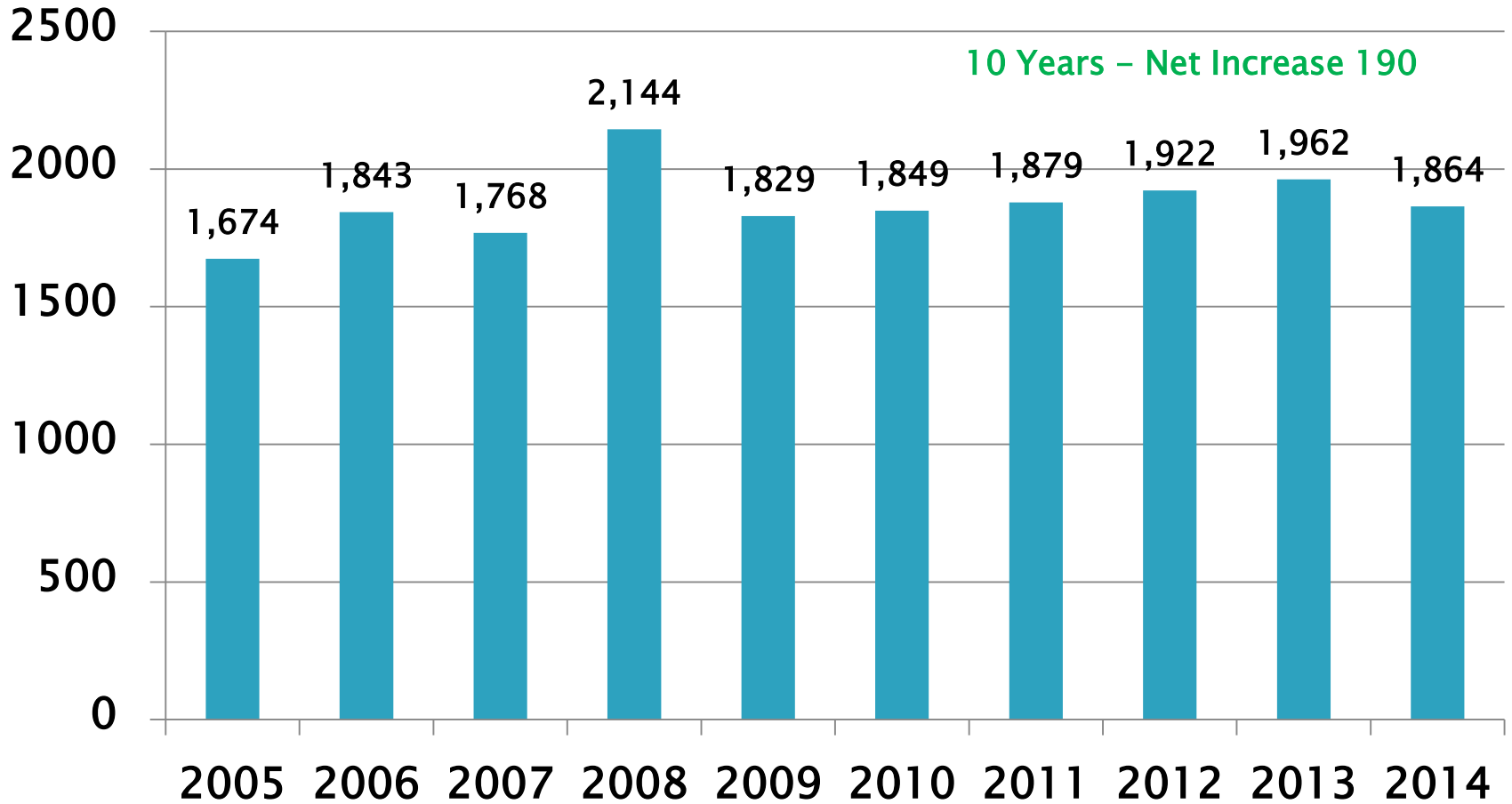
Excludes Special Day Class & Special Programs

10 Years – Net loss 881



# K-12 SDC Enrollment History

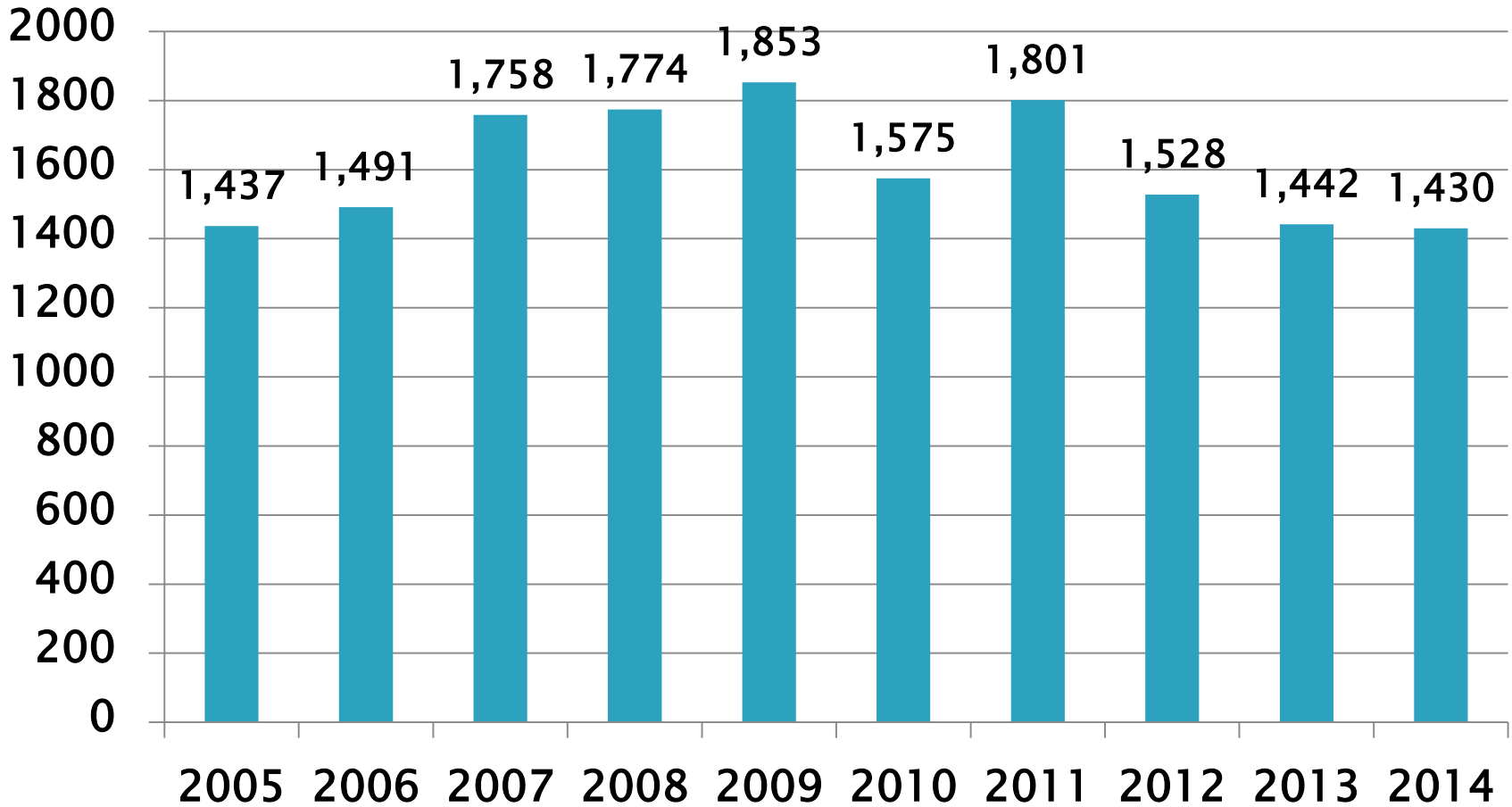
Includes Project TEAM students





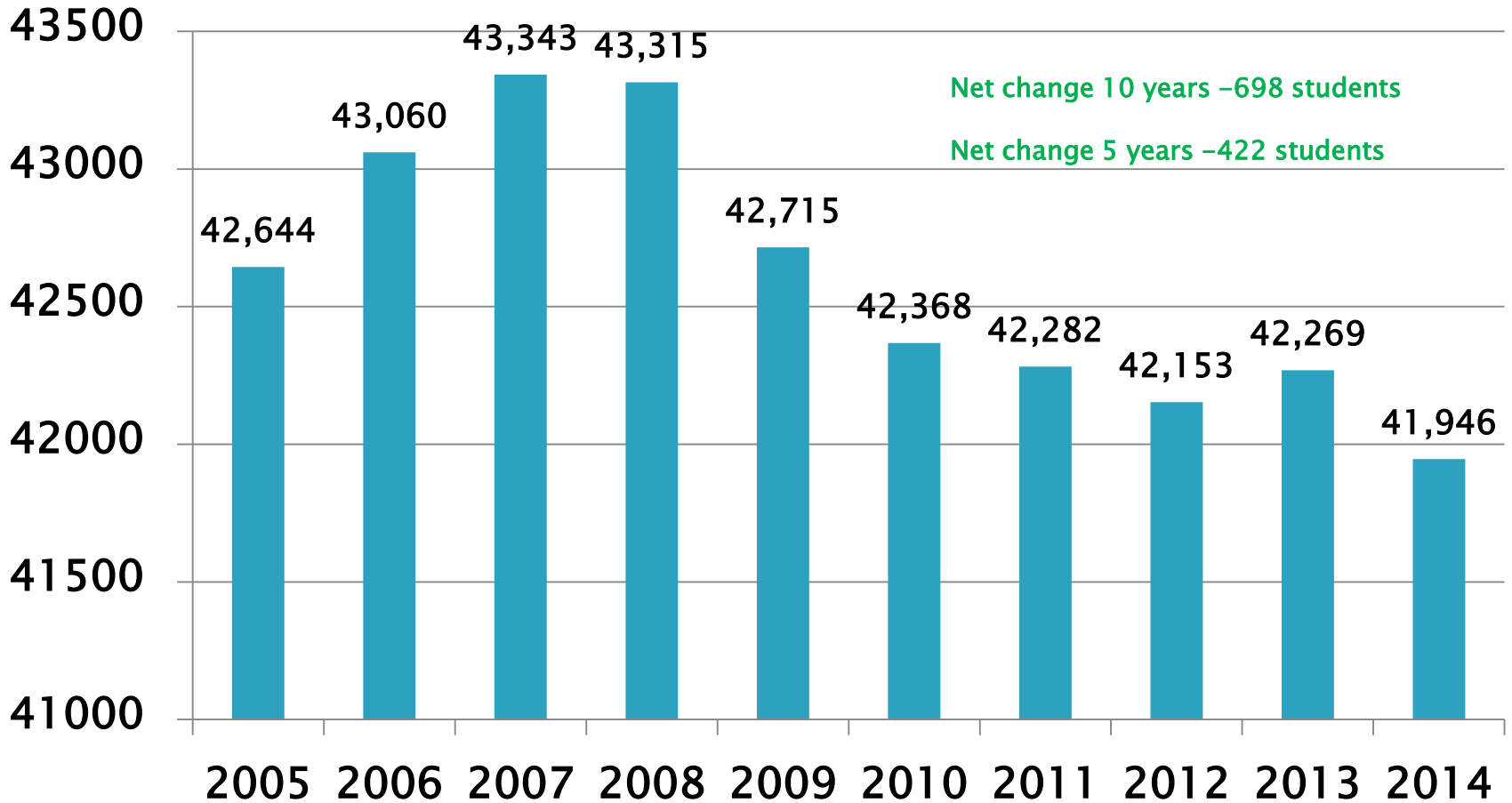
# K-12 Enrollment History in Special Programs

10 Years – Net decrease –7



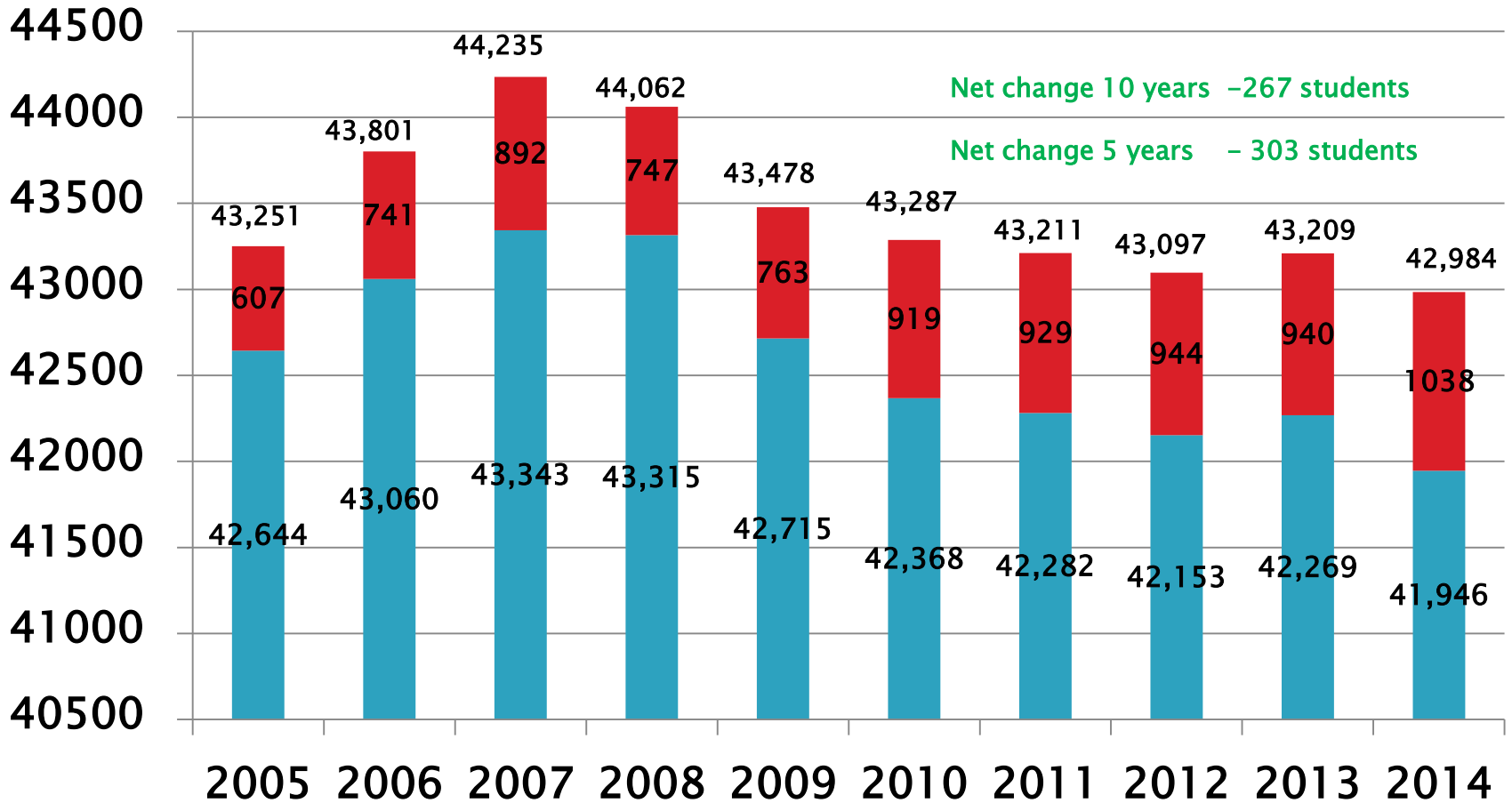
# RUSD K-12 Historical Enrollment

Includes SDC and Special Programs

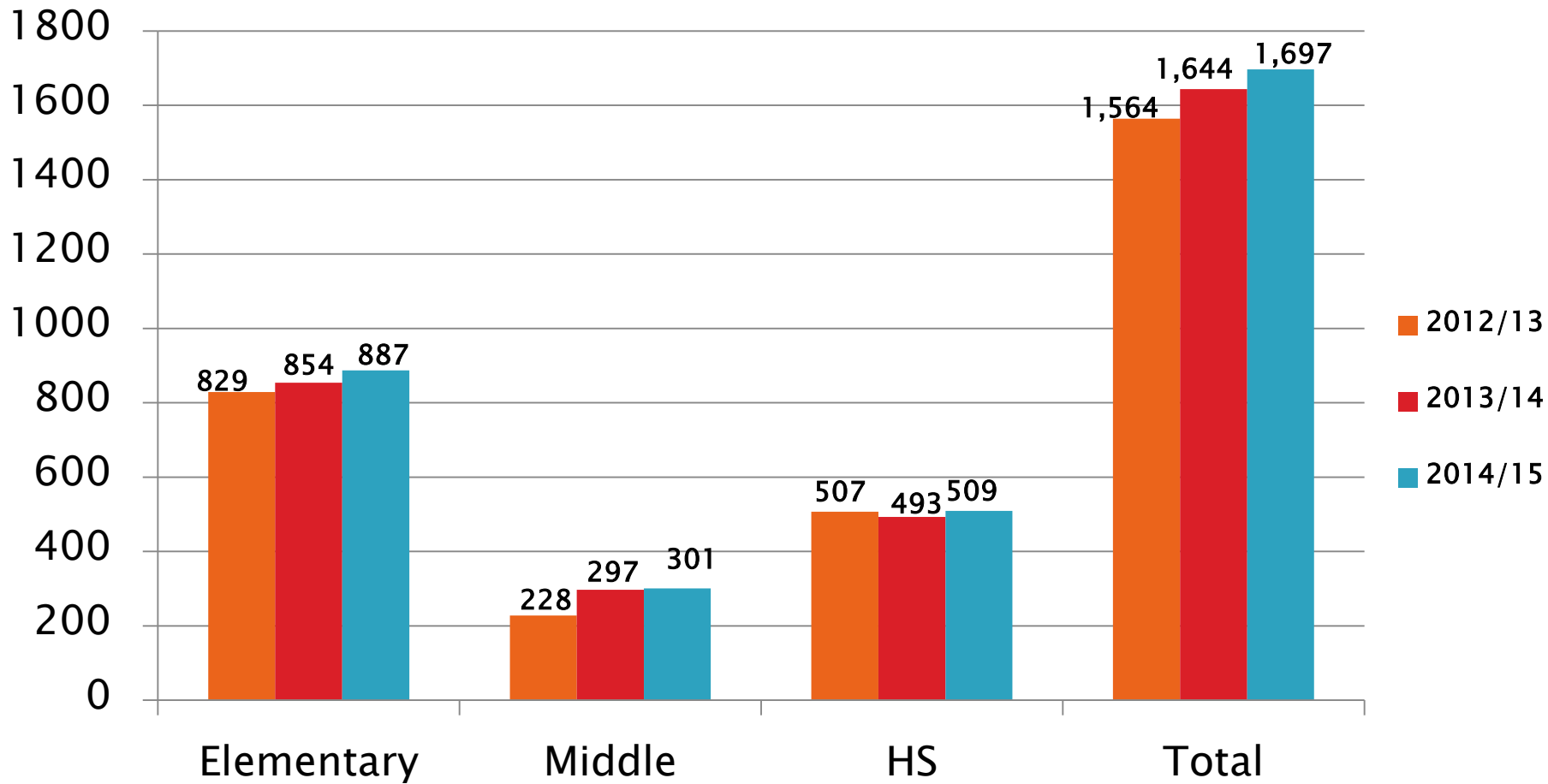


# RUSD Historical Enrollment

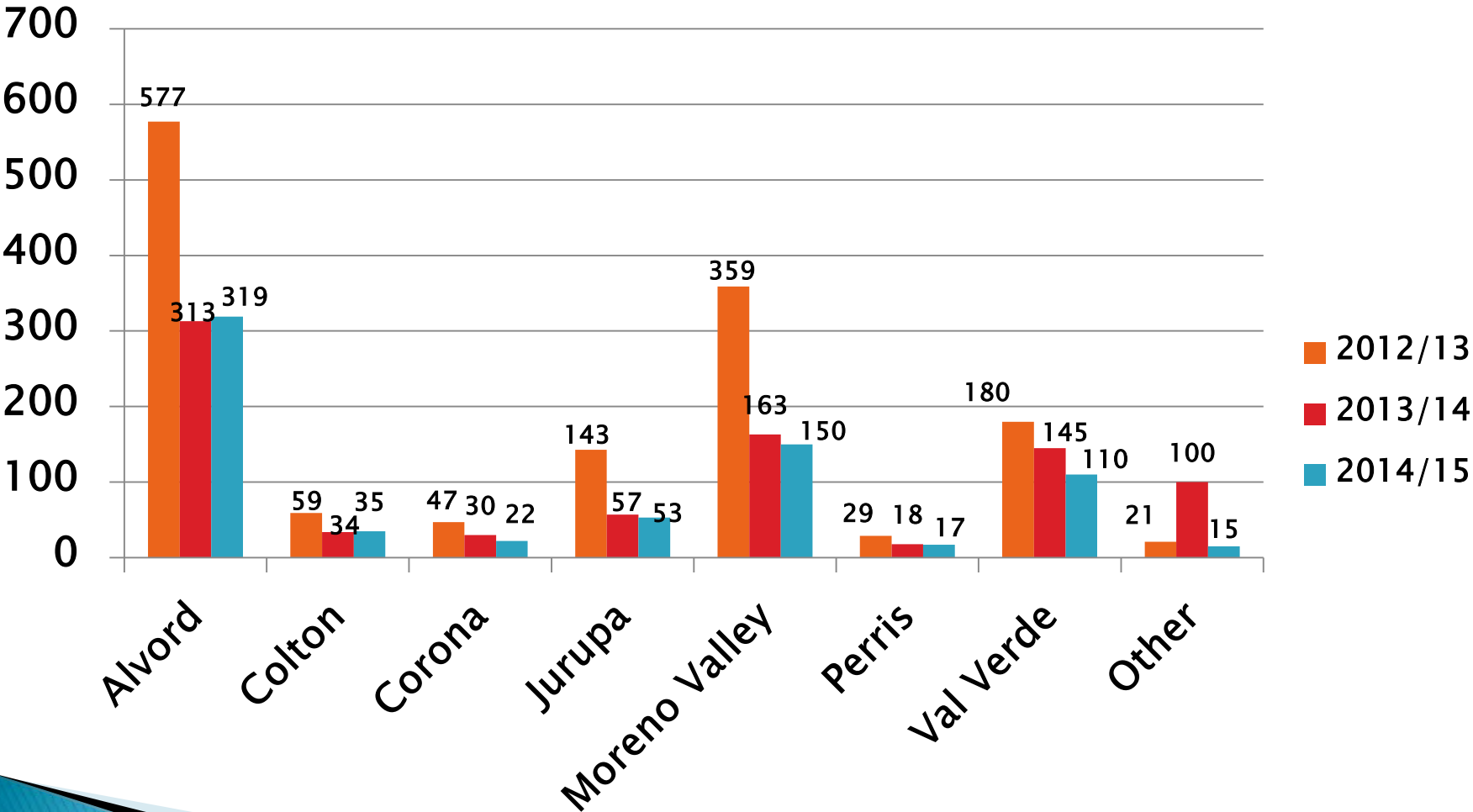
Including Preschool



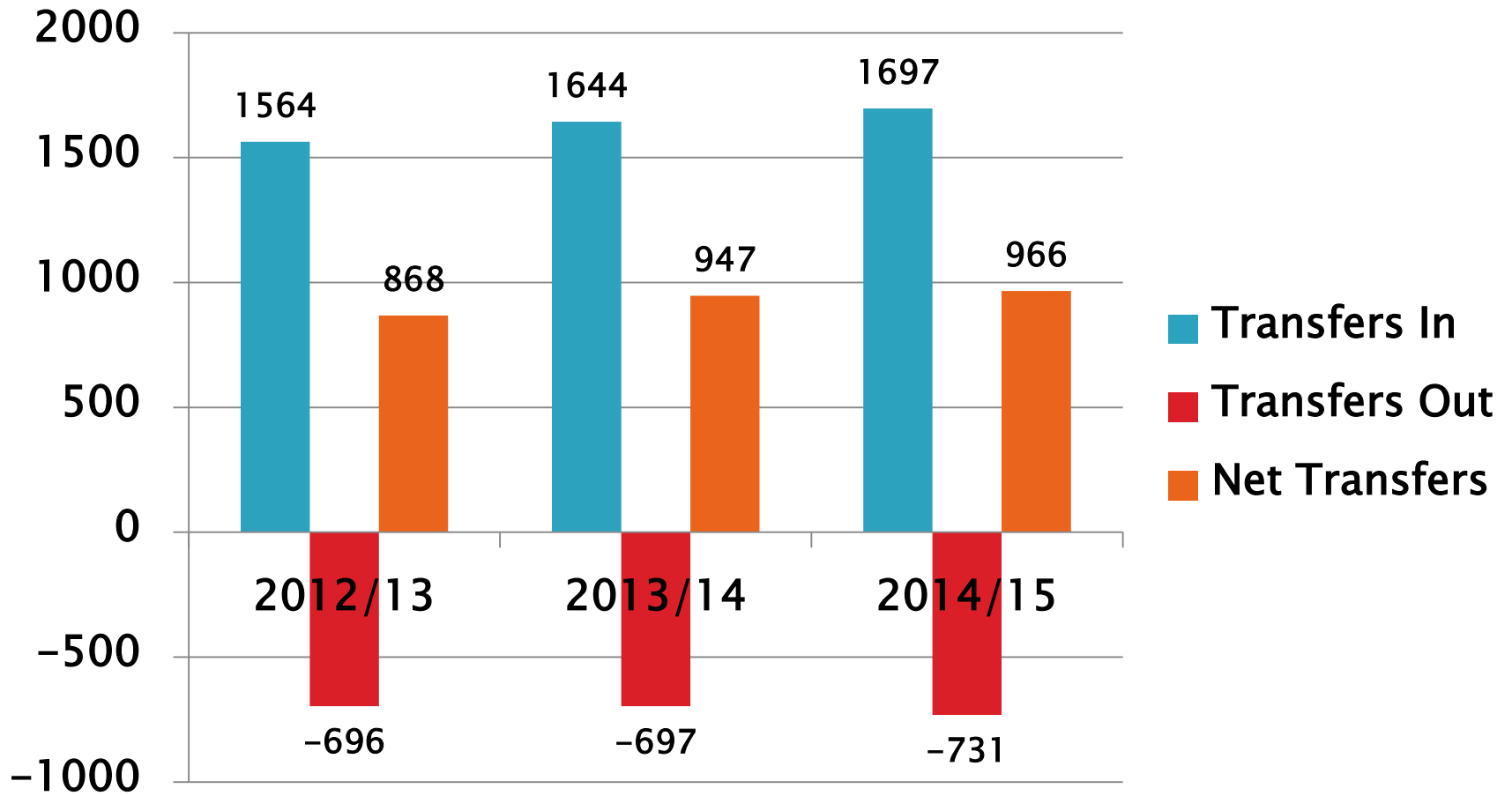
# Inter-District Transfers by Level



# Inter-District Transfers by District of Residence



# Net Transfer Totals



**Board Meeting Agenda  
November 17, 2014**

Topic: State Testing Update

Presented by: Daniel Patterson, Director of Research Assessment and Evaluation

Responsible

Cabinet Member: Renee Hill, Assistant Superintendent, Instructional Support K-12

Type of Item: Report/Discussion

Short Description: Staff will offer an update on spring testing time and topic contrasts from past testing.

---

---

**DESCRIPTION OF AGENDA ITEM:**

Staff will provide an overview of the Smarter Balanced Assessments, as well as a comparison to prior state testing content, and prior state testing schedules and required time. The in-district preparation for year-end testing will be highlighted, and a brief discussion about changes to the Academic Performance Index (API) will be held.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** Information Only: An update will be given to the Board of Education on spring testing time and topic contrasts from past testing.

---

---

**ADDITIONAL MATERIAL:** PowerPoint presentation

Attached: To be provided under separate cover.

**Board Meeting Agenda  
November 17, 2014**

Topic: Disclosure of a Tentative Agreement Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association

Presented by: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Report/Discussion

Short Description: This item represents the public disclosure of the terms and conditions, including financial impact, of a Tentative Agreement for employees represented by the Riverside City Teachers Association.

---

---

**DESCRIPTION OF AGENDA ITEM:**

The District has reached an agreement with one of its collective bargaining units, the Riverside City Teachers Association (RCTA) representing certificated employees. The agreement is documented as the 2013-2016 Agreement for Certificated Bargaining Unit, Riverside Unified School District and Riverside City Teachers Association (Agreement). The Agreement is the result of the collective bargaining process that began in September 2013.

The agreement involves format changes and minor wording corrections for clarification purposes only and has no fiscal impact.

This agenda item is intended to meet the public disclosure requirements of Assembly Bill 1200 (1991/1213) and Assembly Bill 2756 (2004/52). More specifically, AB 2756 amended Government Code Section 3547.5 to provide in part that, “before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.”



**FISCAL IMPACT:** The corrections to the 2013-2016 Agreement for Certificated Bargaining Unit, Riverside Unified School District and Riverside City Teachers Association Agreement are for clarification purposes only and have no fiscal impact.

**RECOMMENDATION:** Information only. Public disclosure of the terms and conditions, including financial impact, of the Tentative Agreement for employees represented by the Riverside City Teachers Association.

---

---

**ADDITIONAL MATERIAL:** 1) 2013-2016 Agreement for Certificated Bargaining Unit, Riverside Unified School District and Riverside City Teachers Association Agreement (red-lined version). 2) Certification No. 1

Attached: Yes

2010-2013-2016

AGREEMENT

FOR

CERTIFICATED BARGAINING  
UNIT



**AND**  
**RIVERSIDE CITY TEACHERS ASSOCIATION**  
**CTA/NEA**

**2010-2013-2016**  
**AGREEMENT FOR**  
**CERTIFICATED BARGAINING UNIT**

**RIVERSIDE UNIFIED SCHOOL DISTRICT**  
**AND**  
**RIVERSIDE CITY TEACHERS ASSOCIATION**

Published by the  
**RIVERSIDE UNIFIED SCHOOL DISTRICT**  
3380 Fourteenth Street  
Riverside, California 92501

(951) 788-7135

**Board of Education**

Mrs. <del>Gayle Cloud</del>	<u>Patricia Lock-Dawson</u>	President
<del>Dr. Charles Beaty</del>	<u>Mr. Tom Hunt</u>	
	Vice President	
Mrs. Kathy Allavie		Clerk
Mr. <del>Tom Hunt</del> <u>Brent Lee</u>		Member
Mrs. <del>Patricia Lock-Dawson</del> <u>Gayle Cloud</u>		Member

**AGREEMENT**

**THIS AGREEMENT** made and entered into this ~~fifteenth~~fourteenth day of ~~October 2012~~April 2014, by and between the Riverside Unified School District (hereinafter called the “District”) and the Riverside City Teachers Association (hereinafter called the “Association”).

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on this ~~fifteenth~~fourteenth day of ~~October 2012~~April 2014.

RIVERSIDE UNIFIED SCHOOL  
DISTRICT

RIVERSIDE CITY TEACHERS  
ASSOCIATION

\_\_\_\_\_  
Gayle Cloud

\_\_\_\_\_  
Patricia Lock-Dawson, President  
Board of Education

\_\_\_\_\_  
Tim Martin, President

\_\_\_\_\_  
Richard L. Miller, Ph.D.

\_\_\_\_\_  
Sheri Scott, CTA/NEA Staff

\_\_\_\_\_  
Michael H. Fine,  
District Interim Superintendent

\_\_\_\_\_  
Mariana Robles,  
Bargaining Co-Chair

\_\_\_\_\_  
Michael H. Fine, Deputy Superintendent  
Business Services & Governmental Relations

\_\_\_\_\_  
Sheri Obr.,  
Bargaining Co-Chair

\_\_\_\_\_  
Susan Mills, Assistant Superintendent  
Dept. of Personnel



**THE RIVERSIDE CITY TEACHERS ASSOCIATION,**  
[CTA/NEA](#)  
[CTA/NEA](#)  
**and**  
**RIVERSIDE UNIFIED SCHOOL DISTRICT**  
[2010- 2013 - 2016](#)

<b>ARTICLE</b>		<b>PAGE</b>
I	Recognition	10
II	Notice	11
III	District Rights	12
IV	Association Rights	13
V	Association Consultation	16
VI	Association Security	17
VII	Nondiscrimination	19
VIII	Wages	20
IX	Employee Benefits	28
X	Hours of Employment - All Regular Schools, etc.	33
XI	Hours of Employment – Adult Education	46
XII	Class Size	48
XIII	Employee Evaluation Procedures	52
XIV	Personnel Files	58
XV	Transfers	59
XVI	Leaves	63
XVII	Safety Conditions of Employment	80
XVIII	Peer Assistance and Review (PAR)	82
XIX	Beginning Teacher Induction Program	90
XX	Grievance Procedures	93
XXI	Concerted Activities	97
XXII	Miscellaneous Provisions	98
XXIII	Savings	99
XXIV	Reporting of Child Abuse	100
XXV	Continuous School Program (CSP) (suspended)	101

ARTICLE		PAGE
I	Recognition	10
II	Notice	11
III	District Rights	12
IV	Association Rights	13
V	Association Consultation	16
VI	Association Security	17
VII	Nondiscrimination	19
VIII	Wages	20
IX	Employee Benefits	22
X	Hours of Employment – All Regular Schools, etc.	29
XI	Hours of Employment – Adult Education	42
XII	Class Size	44
XIII	Employee Evaluation Procedures	48
XIV	Personnel Files	54
XV	Transfers	55
XVI	Leaves	59
XVII	Safety Conditions of Employment	76
XVIII	Peer Assistance and Review (PAR)	78
	Beginning Teacher Support & Assessment Program (BTSA)	78
XIX	Grievance Procedures	89
XX	Concerted Activities	93
XXI	Miscellaneous Provisions	94
XXII	Savings	96
XXIII	Reporting of Child Abuse	97
XXIV	Professional Growth	98
XXV	Continuous School Program (CSP)	99



## TABLE OF CONTENTS

<b>AGREEMENT</b> .....		3
<b>ARTICLE I</b>	<b>RECOGNITION</b> .....	10
Section 1	Association .....	10
Section 2	Board of Education.....	10
<b>ARTICLE II</b>	<b>NOTICE</b> .....	11
Section 1	Mail Address.....	11
Section 2	Change of Address.....	11
<b>ARTICLE III</b>	<b>DISTRICT RIGHTS</b> .....	12
Section 1	District Powers, Rights and Authority.....	12
Section 2	Limitation.....	12
Section 3	Emergencies .....	12
<b>ARTICLE IV</b>	<b>ASSOCIATION RIGHTS</b> .....	13
Section 1	Facilities .....	13
Section 2	Communication.....	13
Section 3	Right of Access .....	13
Section 4	Release Time .....	13
Section 5	Association Leave.....	14
Section 6	Reasonable Time .....	14
Section 7	Bargaining Unit Information.....	14
Section 8	Association Meeting Days.....	15
<b>ARTICLE V</b>	<b>ASSOCIATION CONSULTATION</b> .....	16
Section 1	Consultation .....	16
Section 2	Uniform Complaint Procedure .....	16
<b>ARTICLE VI</b>	<b>ASSOCIATION SECURITY</b> .....	17
Section 1	Requirements.....	17
Section 2	Fair Share.....	17
Section 3	Religious Objectors .....	17
Section 4	Remitting Dues and Service Fee .....	18
Section 5	Information .....	18
Section 6	Indemnification .....	18
<b>ARTICLE VII</b>	<b>NON-DISCRIMINATION</b> .....	19
Section 1	Non-discrimination .....	19
Section 2	Remedy.....	19
<b>ARTICLE VIII</b>	<b>WAGES</b> .....	20
Section 1	Salary Schedules .....	20

Section 2	Salary Placement Policies for Teacher Salary Schedule .....	20
Section 3	Anniversary Increment .....	25
Section 4	Mileage Reimbursement.....	26
Section 5	Payroll Deductions.....	26
Section 6	Teachers of English Learners (K-12) .....	27

<b>ARTICLE IX</b>	<b>EMPLOYEE BENEFITS .....</b>	<b>28</b>
Section 1	Health Benefits Committee.....	28
Section 2	District-Paid Insurance Plans.....	28
Section 3	Other Insurance Plans .....	29
Section 4	Part-Time Employees .....	29

**AGREEMENT .....** **3**

<b>ARTICLE I</b>	<b>RECOGNITION.....</b>	<b>10</b>
Section 1	Association.....	10
Section 2	Board of Education.....	10

**ARTICLE II** **NOTICE .....** **11**

<b>ARTICLE III</b>	<b>DISTRICT RIGHTS .....</b>	<b>12</b>
Section 1	District Powers, Rights and Authority .....	12
Section 2	Limitation .....	12
Section 3	Emergencies .....	12

<b>ARTICLE IV</b>	<b>ASSOCIATION RIGHTS .....</b>	<b>13</b>
Section 1	Facilities .....	13
Section 2	Communication .....	13
Section 3	Right of Access .....	13
Section 4	Release Time .....	13
Section 5	Association Leave .....	14
Section 6	Reasonable Time .....	14
Section 7	Bargaining Unit Information .....	14
Section 8	Association Meeting Days.....	15

**ARTICLE V** **ASSOCIATION CONSULTATION.....** **16**

<b>ARTICLE VI</b>	<b>ASSOCIATION SECURITY .....</b>	<b>17</b>
Section 1	Requirements.....	17
Section 2	Fair Share .....	17
Section 3	Religious Objectors .....	17
Section 4	Remitting Dues and Service Fee .....	18
Section 5	Information.....	18
Section 6	Indemnification .....	18

<b>ARTICLE VII</b>	<b>NON-DISCRIMINATION</b>	19
Section 1	Non-discrimination	19
Section 2	Remedy	19
<b>ARTICLE VIII</b>	<b>WAGES</b>	20
Section 1	Salary Schedules	20
Section 2	Mileage Reimbursement	20
Section 3	Payroll Deductions	21
Section 4	Teachers of English Learners (K-12)	21
<b>ARTICLE IX</b>	<b>EMPLOYEE BENEFITS</b>	22
Section 1	Health Benefits Committee	22
Section 2	District Paid Insurance Plans	23
Section 3	Other Insurance Plans	24
Section 4	Part Time Employees	24
Section 5	Health Insurance Waivers	25
Section 6	Employee Spouses	30
Section 7	IRS Section 125 Plan	30
Section 8	Medical Insurance for Retirees	30
Section 9	District-Paid Insurance After Exhaustion of Paid Sick Leave	32
Section 6	Employee Spouses	25
Section 7	IRS Section 125 Plan	26
Section 8	Medical Insurance for Retirees	26
Section 9	District-Paid Insurance After Exhaustion of Paid Sick Leave	27
Section 10	Death of an Employee	28
<b>ARTICLE X</b>	<b>HOURS OF EMPLOYMENT - ALL REGULAR AND, ALTERNATIVE EDUCATION SCHOOLS, DISTRICT OFFICE, AND SUNSHINE</b>	<b>29</b>
Section 1	Full-Time Classroom and Itinerant Teachers, Special Education Specialists Teachers, School Librarians, Nurses, Speech Language Pathologist, Teachers on Special Assignment and Counselors	29
Section 2	Alternative Educational Programs	41
Section 3	Extended Work Year and /or Work Day Employees	42
Section 4	Part-Time Work Year and/or Work Day Employees	42
Section 5	Hours on Special Days for All Employees	42
Section 6	Summer School Work Day	43
Section 7	Voting Procedures	36
Section 8	Parent Conference - Elementary Schools	43
Section 9	Parent Conference - Secondary Schools	44
Section 10	Counselors	44
Section 11	Special Education Teachers	44
Section 3	Other Employees	38
Section 4	Alternative Educational Programs	38
Section 5	Extended Work year and /or Workday Employees	39
Section 6	Part Time Work year and/or Workday Employees	39

Section 7	Hours on Special Days for All Employees	39
Section 8	Summer School Workday	40
Section 9	Parent Conference – Elementary Schools	40
Section 10	Parent Conference – Secondary Schools	40
Section 11	Counselors	41
Section 12	Categorical Program Specialist (CPS)	41
Section 13	School Librarians/Media Specialists	4145
Section 13	Secondary Preparation Period	45

**ARTICLE XI HOURS OF EMPLOYMENT – ADULT EDUCATION**..... 46

Section 1	Employee Work Hours	46
Section 2	Necessary Attendance	46
Section 3	Averaging Teachers' Classes	46
Section 4	On-Site Time	46
Section 14	Secondary Preparation Period	41

**ARTICLE XI HOURS OF EMPLOYMENT – ADULT EDUCATION**..... 42

Section 1	Employee Work hours	42
Section 2	Necessary Attendance	42
Section 3	Averaging Teachers' Classes	42
Section 4	On Site Time	42
Section 5	Non-Teaching Employees	4246
Section 6	Benefits	4246
Section 7	Priority in Assignment	4346
Section 8	Status Notice	4347

**ARTICLE XII CLASS SIZE** ..... 48

Section 1	Compliance with Law	48
Section 2	Elementary Schools (K-6)	48
Section 3	Middle Schools (7-8)	49
Section 4	High Schools (9-12)	50
Section 5	Special Education	50

**ARTICLE XII CLASS SIZE**..... 44

Section 1	Compliance with Law	44
Section 2	Elementary Schools (K-6)	44
Section 3	Middle Schools (7-8)	45
Section 4	High Schools (9-12)	45
Section 5	Special Education	46

**ARTICLE XIII EMPLOYEE EVALUATION PROCEDURES** ..... 48

Section 1	Evaluation Procedure	48
Section 2	Commission on Professional Competence	51
Section 3	Criticism of Employees	51
Section 4	Required Areas of Evaluation	51

**ARTICLE XIV PERSONNEL FILES**..... 54

Section 1	Filing Procedures.....	54
Section 2	Derogatory Material.....	54
Section 3	Inspection.....	54
Section 4	Identification.....	54
Section 5	Log.....	54
Section 6	Access.....	54
Section 7	Positive Material.....	54

<b>ARTICLE XV</b>	<b>TRANSFERS</b> .....	<b>55</b>
Section 1	Definition.....	55
Section 2	Voluntary Transfers.....	55
Section 3	Involuntary Transfers.....	56
Section 4	Administrative Transfers.....	57
Section 5	Posting of Vacancy Notices.....	57
Section 6	Assignment/Reassignment.....	58
	Counselor Staffing.....	50

<b>ARTICLE XIII</b>	<b>EMPLOYEE EVALUATION PROCEDURES</b> .....	<b>52</b>
Section 1	Evaluation Procedure.....	52
Section 2	Commission on Professional Competence.....	55
Section 3	Criticism of Employees.....	55
Section 4	Required Areas of Evaluation.....	55

<b>ARTICLE XIV</b>	<b>PERSONNEL FILES</b> .....	<b>58</b>
Section 1	Filing Procedures.....	58
Section 2	Derogatory Material.....	58
Section 3	Inspection.....	58
Section 4	Identification.....	58
Section 5	Log.....	58
Section 6	Access.....	58
Section 7	Positive Material.....	58

<b>ARTICLE XV</b>	<b>TRANSFERS</b> .....	<b>59</b>
Section 1	Definition.....	59
Section 2	Voluntary Transfers.....	59
Section 3	Involuntary Transfers.....	60
Section 4	Administrative Transfers.....	61
Section 5	Posting of Vacancy Notices.....	61
Section 6	Assignment/Reassignment.....	62

<b>ARTICLE XVI</b>	<b>LEAVES</b> .....	<b>63</b>
Section 1	Leave Provision.....	63
Section 2	Definitions.....	63
Section 3	Sick Leave.....	64

<b>ARTICLE XVI</b>	<b>LEAVES</b> .....	<b>59</b>
--------------------	---------------------	-----------

<a href="#">Section 1</a>	<a href="#">Leave Provision</a>	<a href="#">59</a>
<a href="#">Section 2</a>	<a href="#">Definitions</a>	<a href="#">59</a>
<a href="#">Section 3</a>	<a href="#">Sick Leave</a>	<a href="#">60</a>
Section 4	Industrial Illness and Accident	6367
Section 5	Health Leave	68
Section 6	Maternity Leave	69
Section 7	Parenthood Leave	70
Section 8	Adopting Parents Leave	70
Section 9	Disability Leave	71
Section 10	Family Care and Medical Leave	71
Section 11	Bereavement Leave	71
Section 12	Personal Necessity Leave	72
<a href="#">Section 5</a>	<a href="#">Health Leave</a>	<a href="#">64</a>
<a href="#">Section 6</a>	<a href="#">Maternity Leave</a>	<a href="#">65</a>
<a href="#">Section 7</a>	<a href="#">Parenthood Leave</a>	<a href="#">66</a>
<a href="#">Section 8</a>	<a href="#">Adopting Parents Leave</a>	<a href="#">66</a>
<a href="#">Section 9</a>	<a href="#">Disability Leave</a>	<a href="#">67</a>
<a href="#">Section 10</a>	<a href="#">Family Care and Medical Leave</a>	<a href="#">67</a>
<a href="#">Section 11</a>	<a href="#">Bereavement Leave</a>	<a href="#">67</a>
<a href="#">Section 12</a>	<a href="#">Personal Necessity Leave</a>	<a href="#">68</a>
Section 13	<a href="#">Personal Business Leave</a>	<a href="#">73</a>
<a href="#">Section 14</a>	<a href="#">Unpaid Personal Leave</a>	<a href="#">6973</a>
Section 15	Jury Duty Leave	73
Section 16	Court Appearance Leave	74
Section 17	Conference Attendance Leave	74
Section 18	Military Leave	75
Section 19	Study Leave	75
Section 20	Teacher Exchange Leave	75
Section 21	Leaves of Absence for Employees Elected to the Legislature	76
Section 22	Extensions of Leave	76
Section 23	Misuse of Leave	76
Section 24	Catastrophic Leave Bank	76
<b>ARTICLE XVII</b>	<b>SAFETY CONDITIONS OF EMPLOYMENT</b>	<b>80</b>
Section 1	CAL/OSHA	80
Section 2	Report of Incident	80
Section 3	Report of Complaint	80
Section 4	Reimbursement for Personal Property Losses	80
Section 5	Unsafe Conditions	81
Section 6	Earthquake/Disaster Assignments	81
<b>ARTICLE XVIII</b>	<b>PEER ASSISTANCE AND REVIEW (PAR)</b>	<b>82</b>
Section 1	Purpose	82
<a href="#">Section 14</a>	<a href="#">Jury Duty Leave</a>	<a href="#">69</a>
<a href="#">Section 15</a>	<a href="#">Court Appearance Leave</a>	<a href="#">70</a>
<a href="#">Section 16</a>	<a href="#">Conference Attendance Leave</a>	<a href="#">70</a>

Section 17	Military Leave .....	71
Section 18	Study Leave .....	71
Section 19	Teacher Exchange Leave .....	71
Section 20	Leaves of Absence for Employees Elected to the Legislature .....	72
Section 21	Extensions of Leave .....	72
Section 22	Misuse of Leave .....	72
Section 23	Catastrophic Leave Bank .....	72

**ARTICLE XVII SAFETY CONDITIONS OF EMPLOYMENT .....** 76

Section 1	CAL/OSHA .....	76
Section 2	Report of Incident .....	76
Section 3	Report of Complaint .....	76
Section 4	Reimbursement for Personal Property Losses .....	76
Section 5	Unsafe Conditions .....	77
Section 6	Earthquake/Disaster Assignments .....	77

**ARTICLE XVIII I. PEER ASSISTANCE AND REVIEW (PAR) .....** 78

Section 1	Purpose .....	78
Section 2	Definitions for Purposes of this Document .....	78
	82	
Section 3	Governance/Program Structure .....	83
Section 4	Budget Priorities and Considerations .....	87
Section 5	Other Provisions .....	88
	Section 3	
	Governance/Program Structure .....	79
Section 4	Budget Priorities and Considerations .....	84
Section 5	Other Provisions .....	85

**ARTICLE XIX BEGINNING TEACHER SUPPORT AND ASSESSMENT**

	<b>H. PROGRAM (BTSA) .....</b>	<b>86</b>
	<b>P</b>	
Section 1	Purpose .....	90
Section 1	Purpose .....	86
Section 2	Definitions for Purposes of this Section .....	86
	90	
Section 3	Induction Program Selection Committee .....	90
Section 4	Support Providers .....	91
Section 5	Other Provisions .....	92

**ARTICLE XX GRIEVANCE PROCEDURES .....** 93

Section 1	Definition .....	93
Section 2	General Provisions .....	93
Section 3	Levels in the Grievance Procedure .....	94
Section 4	Waivers .....	95
Section 5	Association Grievances .....	95

Section 6	Association Staff Representatives .....	96
Section 7	Association Representatives .....	96
<b>ARTICLE XXI</b>	<b>CONCERTED ACTIVITIES</b> .....	97
Section 1	Association Obligations .....	97
Section 2	Violation .....	97
Section 3	Breach of Agreement .....	97
Section 4	District Obligations .....	97
Section 5	Special Provision .....	97
<b>ARTICLE XXII</b>	<b>MISCELLANEOUS PROVISIONS</b> .....	98
Section 1	Term of Agreement .....	98
Section 2	Completion of Negotiations .....	98
Section 3	Effect of This Agreement .....	98
<del>Section 3</del>	<del>BTSA Selection Committee .....</del>	<del>86</del>
<del>Section 4</del>	<del>Support Providers .....</del>	<del>87</del>
<del>Section 5</del>	<del>Other Provisions .....</del>	<del>88</del>
<b>ARTICLE XIX</b>	<b>GRIEVANCE PROCEDURES</b> .....	89
Section 1	Definition .....	89
Section 2	General Provisions .....	89
Section 3	Levels in the Grievance Procedure .....	90
Section 4	Waivers .....	91
Section 5	Association Grievances .....	91
Section 6	Association Staff Representatives .....	92
Section 7	Association Representatives .....	92
<b>ARTICLE XX</b>	<b>CONCERTED ACTIVITIES</b> .....	93
Section 1	Association Obligations .....	93
Section 2	Violation .....	93
Section 3	Breach of Agreement .....	93
Section 4	District Obligations .....	93
Section 5	Special Provision .....	93
<b>ARTICLE XXI</b>	<b>MISCELLANEOUS PROVISIONS</b> .....	94
Section 1	Term of Agreement .....	94
Section 2	Completion of Negotiations .....	94
Section 3	Effect of This Agreement .....	94
Section 4	Copies of Agreement .....	94
<b>ARTICLE XXIII</b>	<b>SAVINGS</b> .....	99
<b>ARTICLE XXIV</b>	<b>REPORTING OF CHILD ABUSE</b> .....	100
Section 1	Reporting Procedures .....	100
Section 2	District Provisions .....	100



<b>ARTICLE XXII</b>	<b>SAVINGS</b>	96
<b>ARTICLE XXIII</b>	<b>REPORTING OF CHILD ABUSE</b>	97
<b>ARTICLE XXIV</b>	<b>PROFESSIONAL GROWTH</b>	98
Section 1	Instructional Time and Staff Development Reform Program	98
<b>ARTICLE XXV</b>	<b>CONTINUOUS SCHOOL PROGRAM (CSP)</b>	<b>99</b>
<u>(Suspended) 101</u>	Section 1 General	<u>99</u> <u>101</u>
Section 2	Assignment to Work Sites and Positions Designated the Continuous School Program (Initial Year)	102
Section 3	Extended Year Assignment	103
Section 4	Communications	104
Section 5	Substitutes	105
Section 6	Evaluation	105
Section 7	Room Assignments	105
Section 8	Flexible Scheduling	105
Section 9	Program Termination or Modification of Track Schedule	106
Section 10	Salary	106
Section 11	Leaves	107
Section 12	Hours of Employment	107
Section 13	Employee Preferences	108
<del>Section 2</del>	<del>Assignment to Worksites and Positions Designated the Continuous School Program (Initial Year)</del>	<del>100</del>
<del>Section 3</del>	<del>Extended Year Assignment</del>	<del>101</del>
<del>Section 4</del>	<del>Communications</del>	<del>102</del>
<del>Section 5</del>	<del>Substitutes</del>	<del>103</del>
<del>Section 6</del>	<del>Evaluation</del>	<del>103</del>
<del>Section 7</del>	<del>Room Assignments</del>	<del>103</del>
<del>Section 8</del>	<del>Flexible Scheduling</del>	<del>104</del>
<del>Section 9</del>	<del>Program Termination or Modification of Track Schedule</del>	<del>104</del>
<del>Section 10</del>	<del>Salary</del>	<del>104</del>
<del>Section 11</del>	<del>Leaves</del>	<del>105</del>
<del>Section 12</del>	<del>Hours of Employment</del>	<del>105</del>
<del>Section 13</del>	<del>Employee Preferences</del>	<del>106</del>
Section 14	Combination Classes	106

**APPENDICES**

## ARTICLE I -- RECOGNITION

### Section 1 -- Association--

The District recognizes the Association as the sole and exclusive representative for all certificated employees (hereinafter called "employees") employed by the District, excluding management, confidential, and supervisory employees as designated by the Board of Education in accordance with Chapter 10.7, Sections 3540--3549 of the California Government Code and in accordance with the certification issued by the Educational Employment ~~Rela-  
tions~~Relations Board on November 17, 1976, in Case No. LA--R--62, pursuant to an EERB--  
conducted secret ballot election, which describes this unit as set forth below:

All full--time and regular part--time certificated employees of the ~~Riverside Unified School~~District, EXCLUDING management, confidential, supervisory employees, substitutes, short--term employees who work hourly or daily as needed for periods less than one (1) semester, and part--time employees who work no more than twenty percent (20%) of the regular day or year.

### Section 2 -- Board of Education--

The Association recognizes the Board of Education as the duly elected trustees of the ~~Riverside Unified School~~ District and agrees to negotiate exclusively with the representatives selected by the Board of Education.

**ARTICLE II -- NOTICE**

**Section 1-- Mail Address**

Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served, or delivered either upon personal delivery or by mailing the same by United States registered or certified mail, return receipt requested, to the Party entitled ~~thereto~~ at the address set forth below.

A. A--DISTRICT: ASSISTANT SUPERINTENDENT, ~~HUMAN RESOURCES DEPT~~  
OF PERSONNEL  
  
RIVERSIDE UNIFIED SCHOOL DISTRICT  
3380 Fourteenth Street, ~~P. O. Box 2800~~  
Riverside, California ~~92516~~92501

B. B--ASSOCIATION: PRESIDENT  
RIVERSIDE CITY TEACHERS ASSOCIATION CTA/NEA  
3556 Central Avenue  
Riverside, California 92506

**Section 2-- Change of Address**

Either party may change the address to which notice shall be given by a notice sent in accordance with the provisions of this Article.

## ARTICLE III -- DISTRICT RIGHTS

**Section 1 -- District Powers, Rights and Authority.** ~~It is understood and agreed that, except~~ Except as limited by the terms of this ~~agreement~~Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ~~insure~~ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work when present employees are not ~~available~~available to perform such work; and take any action on any matter in the event of an emergency as provided in Section 3 ~~therein.~~. In addition, the District retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees. This recital in no way limits other District powers as granted by law.

### **Section 2 -- Limitation**

—The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices ~~in furtherance thereof~~, and the use of judgment and discretion ~~in connection therewith~~, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

### **Section 3 -- Emergencies**

—The District retains its right to suspend this Agreement in cases of emergency for the reasonable period of time required by the emergency. Emergencies shall include, but not be limited to, national, state, or county declared emergencies and natural disasters. Emergencies shall not be declared capriciously, arbitrarily, or in retaliation for the exercise of employee rights.

## ARTICLE IV -- ASSOCIATION RIGHTS

### Section 1 -- Facilities--

The Association shall have the right to use District facilities at reasonable times, provided that requests for use of facilities other than classrooms be submitted on the regular District form provided for such use.

### Section 2 -- Communication:

A. ~~A.~~—The Association shall have exclusive use of bulletin boards, approximately four (4) feet by four (4) feet, in locations convenient to all employees.

B. ~~B.~~—To the extent permitted by law, the Association shall have the right to use the District's mail service and employee mailboxes for the dissemination of information concerning Association business, provided that, given any general distribution, a courtesy copy to the Assistant Superintendent, ~~Human Resources~~Dept. of Personnel, will be included with such distribution. All postings for bulletin boards or items for school mailboxes must contain the identification of the Association, and, if appropriate, the date of removal.

C. ~~C.~~—If permitted by law, the Association office shall be included as a stop on the regular District mail delivery service. The Association shall pay the District \$300 annually for this service.

### Section 3 -- Right of Access--

Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times.

### Section 4 -- Release Time:

A. President -- The ~~RCTA~~Association President shall be released from his-~~or~~-her regular duties to the District for the full term of this Agreement.

B. The ~~RCTA~~Association President shall be contracted for a two hundred and ten (210) day work year over a twelve- ~~(12)~~ month period. By July 1 of each school year, the President shall provide to the Superintendent or his/her designee a tentative work calendar for that school year. The President shall, within ten (10) days of the end of each month during the year, submit a calendar showing the days worked during that month.

- C. The ~~president~~President shall be paid in the usual manner as if he ~~or~~/she were a regular employee of the District and shall suffer no reduction in salary, step, fringe, or other benefits. If the President is absent from his ~~or~~/her regular duties for no more than four (4) years, the ~~president~~President shall also be guaranteed the right to return to the site and position occupied before taking office if said position would have still been available in the normal course of events.
- D. The Association President shall be compensated at his/her daily rate of pay ~~as set forth in Appendix A1 B of the Bargaining Unit Agreement,~~ for all additional days worked beyond the regular work year of one hundred eighty-five (185) days. The Association President will receive full State Teachers' Retirement System (STRS) service credit for all contracted ~~workdays~~work days to the extent permitted by law and the STRS.
- E. The Association shall reimburse the District at the basic daily substitute rate of pay for the release of the Association President for the regular work year of one hundred eighty-five (185) days. The Association shall fully reimburse the District for all salary, retirement and payroll related cost for the release of the Association President for all contracted ~~workdays~~work days beyond the regular work year. The method of payment for these costs shall be semi-annually.

#### **~~Section 5 -- Association Leave.~~**

The District shall provide, upon two (2) days advance notification, up to seventy-five (75) days total release time for its representatives per year. When such Association ~~leave~~Leave requires hiring a substitute, the Association shall pay the cost of such substitute.

#### **~~Section 6 -- Reasonable Time.~~**

For the purpose of this ~~article~~Article "reasonable time" shall be defined to mean no interfering with or interrupting the instructional program.

#### **~~Section 7 -- Bargaining Unit Information.~~**

The District shall provide the Association, on or before November 1 of each year, a list of employees, their home addresses, designated ~~worksites,~~work sites and salary classifications. The District also shall provide the Association, within a week following each meeting of the Board of Education, a copy of the routine personnel actions that affect employees covered by this ~~agreement~~Agreement.

**Section 8 -- Association Meeting Days--**

~~RCTA Building~~Association Site Representatives and Executive Board of Directors' members shall be excused to leave their sites no later than 3:30 to attend regularly scheduled Association meetings. Meeting dates shall be established by July 1, shall not exceed two (2) per month for twelve (12) months, and shall be furnished to the District. The Association shall also provide to the District a current listing of persons eligible to attend these meetings. On the listed dates, the District will excuse all Association representatives and ~~bargaining unit member~~employees scheduled to attend the above meetings.

## ARTICLE V -- ASSOCIATION CONSULTATION

### **Section 1. -- Consultation**

The District acknowledges the right of the Association to consult at the District level on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent that such matters are within the discretion of the District under the law. Following an Association-issued demand to consult, the parties will agree, within ten (10) days, on a date for the meeting, to consult on issues arising out of new legislation regulations or ~~district~~District-initiated changes.

### **Section 2. -- Uniform Complaint Procedure**

Should either of the parties to the Agreement desire to change the ~~Citizen's~~Uniform Complaint Procedure, it is agreed and understood that consultation between the parties shall occur before any changes are made.



## ARTICLE VI -- ASSOCIATION SECURITY

### Section 1 -- Requirements--

The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly membership dues as voluntarily authorized in writing by the employee on the appropriate District form subject to the following conditions:

A. ~~A.~~—Such deduction shall be made only upon submission of the District form to the designated representative of the District duly completed and executed by the employee.

B. ~~B.~~—The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period following the pay period in which the request for dues deduction was made.

### Section 2 - Fair Share--

Every ~~unit member~~employee shall become a member of the Association or pay to the Association a service fee. The service fee shall be established by the Association.

A. ~~A.~~—Payment of Service Fee. The service fee shall be payable to the Association in a one-lump, cash payment or the ~~unit member~~employee may authorize payroll deduction for such fee as provided in Section 1 of this ~~article.~~Article. In the event that ~~a unit member~~an employee does not pay such fee directly to the Association, or authorize payment through payroll deduction as provided herein, the Association shall notify the District, and the District shall immediately begin automatic payroll deduction of said fee from the ~~unit member's~~employee's paycheck as authorized in Education Code Section 45061 and in the same manner as set forth in Section 1 of this Article.

### Section 3 - Religious Objectors--

If ~~a unit member~~an employee cannot pay the service fee because of legitimate religious objections, he/she shall, pursuant to the provisions of Government Code Section 3546.3, be required to pay the sum equal to the service fee to any one of the District high school's scholarship foundations, Riverside Educational Enrichment Foundation, District PTA fund, or any non-profit, non-religious affiliated charity. Such payment shall be made within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from

| the provisions of Sections 1 and 2

above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment, in lieu of the service fee, has been made. Such proof shall be presented within thirty (30) days of the ~~unit member's~~employee's work year.

**Section 4 - Remitting Dues and Service Fee.**~~—~~

With respect to all sums deducted by the District pursuant to Sections 1 and 2 above, whether for membership dues or service fees, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of ~~unit member~~employees for whom such deductions have been made.

**Section 5 - Information.**~~—~~

The Association shall furnish any information needed by the District to fulfill the provisions of this Article.

**Section 6 -- Indemnification.**~~—~~

The Association agrees to hold harmless and indemnify the District from liability arising out of any monies paid by the District to the Association pursuant to this Article as follows:

The Association agrees to pay to the District all reasonable legal fees and costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality and/or constitutionality of the provisions of this Agreement or their implementation, and to pay any final judgment or settlement arising from such action.

The Association shall have the right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. However, under no circumstances shall the District be required to assume primary responsibility for defending against any such action.

Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing defense.

## ARTICLE VII – NON-DISCRIMINATION

### **Section 1 – Non-discrimination–**

The District shall not discriminate against any employee on the basis of race, color, ancestry, religious creed, national origin, sex, physical or mental disabilities, medical condition, [sexual orientation, marital status, age–or,](#) membership or participation in Association activities, [or any other category recognized by California state laws.](#)

### **Section 2 – Remedy–**

Violations of this Article shall not be subject to the grievance procedures of this Agreement except where no other administrative remedy exists.

## ARTICLE VIII ~~W~~ WAGES

### Section 1 ~~W~~ Salary Schedules

The salary schedules for employees are found in Appendix A of the Agreement and include the following:

- ~~1~~ 2 ~~A-1~~ Teacher Salary Schedule
- ~~2~~ 3 ~~A-1B~~ Teacher Salary Schedule (reflected as per diem rates)
- ~~A-2~~ Salary Placement Policies for Teachers Salary Schedule
- ~~A-3~~ Anniversary Increment
- ~~A-4~~ Psychologist Schedule
- ~~A-4B~~ Psychologist 208 Day Work Year Schedule
- ~~3~~ 4 ~~A-5~~ Extended Day Salary Schedule
- ~~A-6~~ Miscellaneous<sup>4A</sup> Psychologist Salary Provisions
- ~~A-7~~ Coaching Pay Schedule (193 Days)
- ~~4B~~ Psychologist Salary Schedule (208 Days)
- ~~A-8~~ Extra Duty Pay Schedule
- ~~A-9~~ Summer School<sup>5</sup> Speech and Language Pathologist Salary Schedule ~~Five (5) Days~~<sup>6A</sup>
- ~~Nurse Salary Schedule (185 Day)~~
- ~~A-9B~~ Summer School<sup>6B</sup>
- ~~Nurse Salary Schedule ~~Four (4) Days~~(190 Day) <sup>6C</sup> Nurse Salary Schedule (200 Days)~~
- ~~7~~ 8 ~~A-9C~~ YRE Intersession Counselor Salary Schedule
- ~~8~~ Staff Development Specialist Salary Schedule
- ~~9~~ 9 ~~A-10~~ Miscellaneous Salary Provisions Salary Schedule
- ~~10~~ Coaching Stipends Salary Schedule
- ~~11~~ Extra Duty Annual Stipends Salary Schedule
- ~~12~~ Secondary Summer School Salary Schedule
- ~~13~~ ROTC Salary Schedule
- ~~A-11~~<sup>14A</sup> Adult, ~~&~~ Alternative ~~&~~ Continuing Educational Services Salary Schedule (Probationary and Tenured~~Permanent~~ Teachers)
- ~~14~~ 14 ~~A-11B~~<sup>B</sup> Adult, ~~&~~ Alternative ~~&~~ Continuing Educational Services Salary Schedule (Substitutes and

Temporary Teachers)

~~A 11C Adult, Alternative & Continuing Educational Services Fringe Benefits~~  
~~15~~ — ~~A 12~~ — Preschool Instructor Salary Schedule

**Section 2 -- Salary Placement Policies for Teacher Salary Schedule**

The Teacher Salary Schedule is used for teachers and librarians.

CLASSIFICATION A:

- a) Employees who hold the Bachelor's Degree, appropriate credentials, and who have earned less than forty-five (45) semester hours of approved credit since completion of the work for that degree. Course work must bear a grade of "C" or better to be considered.

CLASSIFICATION B:

- a) Employees who hold the Master's Degree and appropriate credentials.
- b) Employees who hold the Bachelor's Degree, appropriate credentials, and have earned less than sixty (60) approved semester units since completion of work for that degree. Course work must bear a grade of "C" or better to be considered.

CLASSIFICATION C:

- a) Employees who hold the Master's Degree from a college or university, appropriate credentials, and have earned fifteen (15) approved semester units since completion of that degree. Course work must bear a grade of "C" or better to be considered.
- b) Employees who have earned less than seventy-five (75) semester units since completion of the Bachelor's Degree. Course work must bear a grade of "C" or better to be considered.

CLASSIFICATION D:

- a) Employees who hold the Master's Degree from a college or university or have been granted the District Master's Equivalency, appropriate credentials, and who have earned thirty (30) or more approved semester units since the completion of that degree. Course work must bear a grade of "C" or better to be considered.
- b) Employees who have earned seventy five (75) approved semester units since completion of the Bachelor's Degree and also hold a Master's Degree from a college or university, or have been granted the District Master's Equivalency and have earned seventy five (75) approved semester units since completion of the Bachelor's Degree.

## DOCTORATE

An additional \$750 will be added to the annual contract rate for those employees who hold earned doctorate degrees (Ph.D., Ed.D.) from a college or university accredited by the Western Association of Schools and Colleges or an equivalent accrediting association.

## SALARY COMPUTATION

The District adopts the school calendar that determines the number of days an employee is required to be in attendance. Computation of the daily rate, in accordance with Education Code §45041, will be the basis for payroll deductions or for a work period less than the normal full year.

## PLACEMENT ON SCHEDULE

At date of hire, each employee is required to submit to the Department of Personnel Office a complete set of transcripts to support placement on the salary schedule. Such placement will not be effective until these transcripts have been accepted and approved. Paychecks will be subject to withholding by the District if transcripts are not received within thirty (30) days of employment.

Employees hired for the full second semester shall receive a contract for not less than 50% of their annual rate of pay as determined by proper step and column placement. Employees hired at any time during the school year other than the semester break will have their salary computed on a work day basis.

## CREDIT FOR PREVIOUS TEACHING EXPERIENCE

New employees who have been employed in positions requiring certification in other school districts prior to employment in Riverside Unified are entitled to one (1) step on the salary schedule for every full year of such outside experience. The maximum allowance is five (5) steps for five (5) or more years of such prior experience. Employees whose initial work year commences on or after July 1, 1986, and hold an appropriate California credential shall be given full credit for previous experience. A full year of credit will be given for a partial year of employment if it involves a full semester or more. Two (2) part time years would not count for more than one (1) year of credit.



Initial Step Placement for Nurses: Effective July 1, 2002, School Nurses shall be granted up to fourteen (14) years salary schedule credit as follows: One (1) year of credit for at least 75% of a full year of previous full-time experience within the last sixteen (16) years as a School Nurse, a public health nurse or as a licensed Registered Nurse in a hospital/clinic. In no case, however, will previous experience be credited unless the School Nurse held a bachelor's degree in nursing, and if said experience was rendered in a setting comparable to a school district as determined by the District.

Initial Step Placement for Speech Language Pathologists: Effective July 1, 2002, Speech Language Pathologists shall be granted up to fourteen (14) years salary schedule credit as follows: One (1) year of credit for at least 75% of a full year of previous full time experience within the last sixteen (16) years as a Speech Language Pathologist in a public school district, or as a licensed Speech Therapist/Pathologist in a hospital/clinic. In no case, however, will previous experience be credited unless the Speech Language Pathologist held a Bachelor's degree or higher in Speech, and if said experience was rendered in a setting comparable to a school district as determined by the District.

Service is recognized if it is determined by the District to be equivalent to public school service experience in private schools, parochial schools or Peace Corps.

Only as stated subsequently will credit be given for military service:

1. Teaching experience done while in the service may be counted if it is considered by the District to be equivalent to full time public school teaching.
2. When an employee of the District is called into the military service, he/she shall be guaranteed a position upon returning, and the District shall recognize the years in the military service as additional years of teaching experience.

#### RE-EMPLOYMENT OF PERMANENT EMPLOYEES

When any employee, who at the time of termination was classified as permanent, is re-employed after an absence of more than thirty nine (39) months, the governing board shall classify such employee as probationary with only the rights and privileges to which this classification is entitled. Maximum salary placement for such employees will be the same as that for new employees.

When any employee, who at the time of termination was classified as permanent, is re employed within thirty nine (39) months, the governing board shall classify such employee as permanent with all the rights, benefits and responsibilities of a permanent employee. Salary placement will be one (1) step beyond that which such employee had at the time of termination if beyond the maximum step allowable for new employees and within the current salary schedule.

#### PROCEDURES FOR SALARY RECLASSIFICATION

For Traditional Year Employees:

Employees planning to meet the requirements for a higher classification on the salary schedule effective with their September payroll should submit the form, "Request for Reclassification," to the Department of Personnel Office not later than June 30. Transcripts or verification of courses in progress, must be submitted to the Department of Personnel Office by August 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by October 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.

A second opportunity for higher classification shall be instituted. Ten-month employees planning to meet the requirements for a higher classification on the salary schedule effective with their February payroll should submit the form "Request for Reclassification," to the Department of Personnel Office not later than November 30. Transcripts or verification of courses in progress must be submitted to the Department of Personnel Office by January 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by March 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.

Effective July 1, 2008, employees may only advance one salary column per school year.

For Continuous School Program Employees: (This program is suspended.)

Employees planning to meet the requirements for a higher classification on the salary schedule effective with their July payroll should submit the form, "Request for Reclassification," to the Department of Personnel Office not later than April 30. Transcripts or verification of courses in progress must be submitted to the Department of Personnel Office by June 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by August 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.

Effective July 1, 2002, a second opportunity for higher classification shall be instituted. Twelve-month employees planning to meet the requirements for a higher classification on the salary schedule effective with their January 30 payroll should submit the form, "Request for Reclassification," to the Department of Personnel Office not later than October 30. Transcripts or verification of courses in progress, must be submitted to the Department of Personnel Office by December 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by February 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.

For All Employees:

All course work must be approved by the District before it can be counted toward salary reclassification. The criteria for such approval shall be that the course completed must be taken at a college accredited by the Western Association of Schools and Colleges or an equivalent accrediting association; that the grade earned by the employee is no lower than "C"; and that the course content is such that the course is part of the employee's progress toward an advanced degree or acceptable as part of the employee's progress toward a specified California credential, or toward the employee's improvement of teaching methods, or evidences further study by the employee of a subject commonly taught in District.

New employees must submit a complete set of transcripts to the Department of Personnel Office within thirty (30) days of employment. Any work taken beyond the Bachelor's Degree at time of employment must receive the approval of the District in order to meet the requirements for initial placement and consideration for future salary reclassifications. This set of transcripts must remain in the employee's file.

INCREMENT

An employee completing service of a minimum of a semester under contract shall receive a step increment on the salary schedule if re-employed the following year.

**Section 3 – Anniversary Increment**

A. Definition

The Anniversary Increment is recognition of employees who, in positions requiring certification, have given satisfactory service to the District and community for many years.

Service is interpreted as regular contract employment in a position requiring certification of not less than 60% of full-time; summer service is not applicable. District-granted medical or military leave shall be counted in the years of service.

#### B. Requirement

Service as an employee in the District in accordance with the definition above.

#### C. Stipend

1. At the beginning of the school year following the completion of nineteen (19) years of service in the District, an employee's contract shall include a 2.5% stipend.
2. At the beginning of the school year following the completion of twenty-three (23) years of service in the District, an employee's contract shall include a 5% stipend.
3. At the beginning of the school year following the completion of twenty-seven (27) years of service in the District, an employee's contract shall include a 7.5% stipend.

An employee who works 75% of any school year shall be given service credit for one (1) full year.

#### **Section 4 - Mileage Reimbursement—**

Employees specifically authorized by the District to use their personal cars in fulfilling a specified work assignment shall be reimbursed at the maximum IRS rate per mile ~~which~~that can be reimbursed without tax liability. ~~It is understood and agreed that employee~~Employee travel between home and work sites is exempt from this provision. ~~It is further understood and agreed that this~~This reimbursement shall be payment in full for all car operating, maintenance, repair, and insurance costs resulting from such use.

#### **Section 3-5 - Payroll Deductions—**

In addition to those deductions required by law, the District, without charge, shall provide employees with payroll deductions for:

- A. —A—Association dues

| B. Insurance plans offered by the District or mutually agreed to by the parties

C. Credit ~~Union~~unions

~~D. ——— D. ———~~ Employee contributions to one or more tax-sheltered annuities

~~E. E. United Way Fund and other charitable~~Charitable organizations mutually agreed to in writing by the District and the Association-

**Section 46 – Teachers of English Learners (K-12)-**

~~A. A. ——— Bargaining unit members~~Employees who possess any one of the following bilingual credentials and/or certificates: Multiple Subject with Bilingual/Bicultural Emphasis, Bilingual Certificate of Competence (BCC), Bilingual Cross-Cultural Credential, or Bilingual Specialist Credential/BCLAD shall be compensated by adding a three percent (3%) stipend (Appendix A811) to their base salary if they meet the following criteria:

~~1. 1. ———~~ Elementary teachers who are assigned to a designated primary language bilingual classroom.

~~2. ——— Secondary teachers who are assigned to teach designated native language classes, for example, Newcomer Program (pro-rated per assigned section)-~~

~~2. 3. ———~~ Designated bilingual resource teachers and bilingual special education teachers.

~~4. ——— Counselors whose program assignment includes the Newcomer Program (pro-rated per portion of workday assigned)-~~

~~3. 5. ———~~ Psychologists and LSH Specialists whose assignment responsibility includes assessment of students in their primary language.

## ARTICLE IX -- EMPLOYEE BENEFITS

### Section 1 – Health Benefits Committee

A. The Association and District agree to meet on an as-needed basis, and at least once a quarter, to discuss health benefit ~~plan(s)-plans.~~

1. Composition: The Health and Welfare Benefits Committee (HWBC) will be comprised of four (4) ~~RCTA~~Association representatives, four (4) CSEA representatives, four (4) Professional Relations representatives, and three (3) non-voting District advisors. Any group may invite outside consultants to the meetings with permission from the Committee.
2. Decision Making: The HWBC will participate in the research and recommend actions to contain costs on an ongoing basis for health and welfare related issues. The HWBC shall be responsible for making recommendations regarding health and welfare insurance carriers, levels of coverage, plan design, setting premium rates, cost containment and other health insurance related issues. Consensus shall be used in all committee deliberations. The HWBC will make decisions about health and welfare issues that have no financial implications. Any recommendations from the HWBC shall be submitted to the bargaining table.

~~B.A.~~ The District shall provide the ~~Committee~~HWBC with complete health benefits data in a timely manner as requested or when received from vendors, which includes, but is not limited to:

- 1) Utilization (HIPPA compliant format)
- 2) Claims Experience (HIPPA compliant format)
- 3) Enrollment
- 4) Claims Data Reports
- 5) Financial data related to health premiums
- 6) Reports and updates from the carriers

### Section 2 – District-Paid Insurance Plans

A. The District shall offer the following medical plan options with coverage from January ~~01, 2012~~1, 2014 through December 31, ~~2012~~2014.

- ~~1.~~ 1. ~~1.~~ Kaiser Health Maintenance Organization (HMO) ~~--~~ (Vision with Frames and Lenses)
- ~~2.~~ 2. ~~2.~~ RUSD Health Plan Preferred Provider Option (PPO)
- ~~3.~~ 3. ~~3.~~ RUSD Health Plan Exclusive Provider Option (EPO)

Effective January 1, ~~2012~~2014 (the ~~2012~~2014 plan year and following), the District contribution toward the medical insurance plan shall be ~~\$9,500~~10,000 per subscriber annually. Such contribution shall be applicable to any District sponsored medical plan that the subscriber chooses. Part-time employees will receive a pro-rated share of the District contribution.

~~B. Effective January 1, 2012~~The District shall offer dental benefit plan options, including an orthodontia benefit, with coverage from January 1, 2014 through December 31, 2012, on a one-time basis, 2014.

Effective January 1, 2014 (the 2014 plan year and following), the District will contribute an additional \$250 make contributions toward any the dental insurance plan for each subscriber annually. Such contribution shall be applicable to any District - sponsored medical dental plan that the subscriber chooses. Part-time employees will receive a pro-rated share of the District contribution. Effective January 1, 2013, the District contribution toward the medical insurance plan shall return to a cap of \$9,500 annually.

~~Effective the first day of the month following adoption of a 2012-13 State Budget, and on a one-time basis, the District will contribute an additional contribution equivalent to \$250 toward any applicable District-sponsored medical plan that the subscriber chooses. Such additional contribution shall be paid equally over the remaining months of the 2012 Plan Year. Part-time employees will receive a pro-rated share of the District contribution. Such additional contribution shall only be applicable if the adopted 2012-13 State Budget provides for "flat funding" or more of the District's base revenue limit for fiscal year 2012-13 over the base revenue limit in the adopted 2011-12 State Budget. Effective January 1, 2013, the District contribution toward the medical insurance plan shall return to a cap of \$9,500 annually.~~

~~B. The District shall offer the following dental benefit plan options from January 01, 2012 through December 31, 2012.~~

~~1. Delta Dental~~

~~Voluntary orthodontia benefit (Metlife option) with a co-payment annually established by Metlife. Bargaining unit members voluntarily opting for this orthodontia benefit shall assume full costs through payroll deduction.~~



2. ~~Metlife (includes orthodontia)~~

3. ~~Preferred Advantage Dental (includes orthodontia)~~

~~Effective January 1, 2012, the District shall annually contribute \$954.90 for each full time subscriber for Delta Dental; \$373.00 for Metlife; and \$838.00 for Preferred Advantage Dental. Part time employees will receive a pro-rated share of the District contribution.~~

C. The District shall pay the cost of ~~ten thousand dollars (\$10,000)~~\$12,500 worth of group term life insurance coverage for each benefits-eligible employee.

### **Section 3 – Other Insurance Plans**

Other insurance plans shall be made available for employees to purchase through payroll deduction.

### **Section 4 – Part-time Employees**

Those employees working less than a full-time assignment shall be considered part-time, and the District shall pay for them a proportionate cost of the medical and dental insurance. The proportion of the cost paid by the District shall be the same as the part-time employee's assignment is to that of a full-time assignment. For example, should the aggregate cost of District-paid medical and dental insurance total \$2,000 for an employee on a full-time assignment, the District would credit an employee with a half-time assignment with \$1,000 and withhold the other \$1,000 from the employee's salary by payroll deduction ~~through~~throughout the year, unless the employee chose to waive medical insurance. However, all employees working seventy-five percent (75%) or more of full-time shall be regarded as full-time employees for the purposes of this provision.

### **Section 5 – Health and Welfare Insurance Waivers**

Except when an employee and spouse are both full-time employees of the District, full-time employees may waive medical insurance by showing proof of coverage through a different source and signing a waiver form. Full-time employees who waive medical insurance coverage

shall be provided with a yearly stipend of five hundred dollars (\$500) in lieu of medical insurance coverage. Full-time employees who waive dental insurance coverage shall be provided with a yearly stipend of one hundred and fifty dollars (\$150) in lieu of dental insurance coverage. ~~These waiver stipends shall be contributed to one or more of the following options: 1) to offset payroll deductions for District-sponsored benefits and other insurance plans available through the District, or 2) District-approved tax-sheltered annuity plans.~~ Stipends will be applied to earnings. Part-time employees who waive medical or dental insurance shall receive a pro-rated share of the applicable stipend. All employees must either select or waive medical insurance and sign a form on which their choice is indicated.

### **Section 6 – Employee Spouses**

- A. When an employee and spouse (including registered domestic partner) are both employees of the District and both are working full-time assignments, the District shall provide only one (1) medical plan per family. The two (2) employees shall decide which shall carry the medical plan. The District shall provide both employees the choice of a dental plan.
- B. The spouse who chooses not to carry the medical plan shall be provided with a yearly stipend of seven hundred and fifty dollars (\$750) in lieu of medical insurance coverage. If either or both employees waive dental insurance coverage, they shall be provided with a yearly stipend of one hundred and fifty dollars (\$150) in lieu of dental insurance coverage. ~~These waiver stipends shall be contributed to one or more of the following options: 1) other insurance plans available through the District, or 2) District-approved tax-sheltered annuity plans. These waiver stipends may be used by both spouses to offset payroll deductions for District-sponsored benefits. The order of applying the waiver stipend shall be first to the waiving employee and then to the spouse-employee.~~ Stipends will be applied to earnings.

### **Section 7 – IRS Section 125 Plan**

~~Unit members~~ Employees may choose to cover child or dependent care expenses and/or unreimbursed medical expenses that are eligible for inclusion under the provision of Internal Revenue Code Section 125.

### **Section 8 – Medical Insurance for Retirees**

- A. ~~A.~~ For eligible employees who retire into the State Teachers' or Public Employee Retirement Systems, the District shall pay the cost of employee-only coverage of ~~district~~ District-funded medical insurance. This payment shall continue until the first of

the month in which the retiree reaches sixty-five (65) years of age. Dental insurance may be continued at the retiree's cost.

B. ~~B.~~ Eligibility

Effective July 1, 2010, to be eligible for this benefit, the employee must meet the following criteria:

1. ~~1.~~—Must be at least fifty-seven (57) years of age, and must have worked full-time in the ~~Riverside Unified School~~ District for fifteen (15) of the last nineteen (19) years. For ~~bargaining unit member~~employees who retire before reaching the age of fifty-seven (57), the District shall pay the cost of employee-only coverage of ~~district~~District-funded medical insurance for a period not to exceed eight (8) years; providing the ~~bargaining unit member~~employee has worked full-time in the ~~Riverside Unified School~~ District for fifteen (15) of the last nineteen (19) years.

2. ~~2.~~—Must have applied and be eligible for retirement payments from one of the above referenced retirement systems.

3. ~~3.~~—Must be younger than sixty-five (65) years of age at the time of retirement.

C. ~~C.~~—Requirement

1. ~~1.~~—To receive this benefit, an eligible employee must complete a District ~~Human Resources~~Personnel Office Resignation/Retirement form. The Resignation/Retirement form must state the employee's ~~intended~~last date of ~~entry into the retirement system.~~ service. For as long as the insurance carrier allows, the retired employee eligible for ~~district~~District-paid employee-only coverage may purchase dependent coverage at the price this coverage is available to the District. Payment must be made annually, semi-~~annually,~~ or quarterly, and in advance. Any unused portion of a payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.

2. ~~2.~~—An employee who retires into one of the previously mentioned retirement systems and who is not eligible for ~~district~~District-paid, employee-only coverage may purchase continued health insurance coverage until the first of the month in which the employee attains sixty-~~five~~ (65) years of age. For as long as the carrier allows, the retired employee may also purchase dependent coverage at the price these coverages are made available to the District. Payment must be made annually, semi-~~annually,~~ or quarterly, and in advance. Any unused portion of such a payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.

4.3. ~~3.~~ Retiree with Spouse on Active Status: An employee eligible and applying to retire may postpone eligibility for this benefit if the retiring employee has an active, benefits-eligible spouse also employed by the District who will cover the employee as a plan dependent. The retiring employee may postpone eligibility

for retiree benefits coverage described above until such time as the spouse retires or otherwise loses coverage.

### **Section 9 – District-Paid Insurance After Exhaustion of Paid Sick Leave**

After an employee has exhausted all paid ~~sick leave~~Sick Leave entitlements, including the accrued ~~sick leave~~Sick Leave and the five-month entitlement, and, still too incapacitated to work, that employee is granted a ~~health leave~~Health Leave, the District will continue to pay for those portions of the employee's insurance program it had been paying for on the last day of the employee's paid sick leave. The District shall continue this payment for up to twelve (12) months or until the employee is granted disability payments by the State Teachers' Retirement System, whichever occurs sooner. The employee may not add coverages at District expense through the period of District payment following exhaustion of ~~sick leave~~Sick Leave. The District shall not be obligated to sell the employee any insurance coverage after this period. It shall be the employee's responsibility to make timely arrangement for conversion from District coverages.

### **Section 10 – Death of Employee**

Should an employee die while in paid status, the surviving spouse and/or surviving dependents will be offered COBRA continuation coverage for medical and dental insurance in effect at the time of the employee's death. COBRA continuation coverage for dependents may continue for up to thirty-six (36) months. The District shall pay the COBRA medical premiums for the surviving spouse and/or dependent(s) through the benefit year in which the employee's death occurred. The surviving spouse and/or dependent(s) will pay the full COBRA premium for medical coverage elected under COBRA beyond the benefit year in which the employee died. A COBRA election to continue dental coverage is at the sole expense of the spouse and/or other eligible dependents. All COBRA premiums are due on a monthly basis.

**ARTICLE X -- HOURS OF EMPLOYMENT**  
**ALL REGULAR AND ALTERNATIVE EDUCATION SCHOOLS, DISTRICT OFFICE,**  
**AND SUNSHINE**

**Section 1 -- Full-time Classroom and Itinerant Teachers, Special Education Specialists Teachers, School Librarians, Nurses, Speech Language Pathologists, Psychologists, Teachers on Special Assignment, and Counselors.**

A. A.—Work ~~year:~~ Year: The work year shall be ~~as provided in the school calendar which shall be~~ developed byin consultation between the Association and the District as provided in Article V. The calendars shall be constructed with the following limits:

1. 1.—Elementary and High School, Full-time K-12 Independent Study, and Continuation High School: One hundred eightyone (181) days of instruction.

Middle School, Opportunity School/COPE and Community Day School: One hundred eighty (180) days of instruction.

2. 2.—~~(a) Returning Teachers~~

(a) Elementary School Teachers: Four (4) work days without students for returning elementary ~~and high school~~ teachers.

~~—(b) Five (5) days without students for returning middle school teachers.~~

~~—(c) Five (5) days without students for new elementary and high school teachers and six (6) days without students for new middle school teachers.~~

~~The four (4) days in 2A above shall to~~ be used as two (2) non-student attendance days for elementary parent conference days; ~~or two (2) secondary non-student attendance days, one (1) at the end of each semester or quarter;~~ plus two (2) days prior to the opening of schools.

(b) Middle School Teachers: Five (5) work days without students for all returning ~~employees.~~

~~The five (5) days in 2B above shall~~ middle school

teachers to be used as three (3) ~~middle school~~ non-student attendance days, one (1) each at the end of the first quarter, first semester and third quarter ~~days;~~ plus two (2) days prior to the opening of

schools.

(c) High School Teachers: Four (4) work days without students for returning high school teachers to be used as two (2) non-student attendance days, one (1) at the end of each semester; plus two (2) days prior to the opening of schools.



### 3. New Teachers

1-(a) Elementary School Teachers: Five (5) work days without students for new elementary teachers to be used as two (2) non-student attendance days for all returning employees. elementary parent conference days plus three (3) days prior to the opening of schools, which includes one (1) day of orientation.

(b) Middle School Teachers: Six (6) work days without students for new middle school teachers to be used as three (3) non-student attendance days, one (1) each at the end of the first quarter, first semester and third quarter; plus three (3) days prior to the opening of schools, which includes one (1) day of orientation.

(c) High School Teachers: Five (5) work days without students for new high school teachers to be used as two (2) non-student attendance days, one (1) at the end of each semester; plus three (3) days prior to the opening of schools, which includes one (1) day of orientation.

2.4. On the two (2) days prior to the opening of school, there shall be a limit of six and three-fourth's- fourths (6 3/4)3/4 hours of mandatory meetings. These meeting are not included in the maximum number of regularly scheduled staff meetings.

5. 3-The following days shall be free of meetings:

a-(a) The two high school end of semester days.

b-(b) The three middle school end of first quarter, first semester and third quarter days.

2.6.4. Using the voting procedure in Section 2 and with the agreement of the school principal, annually by April 1, a middle school canThe middle schools will modify the school calendar to enable 7<sup>th</sup> grade students to begin and end their school year one day earlier than the 8<sup>th</sup> grade students.

The adjustment of the school year shall not increase the number of ~~workdays~~work days or student contact days for teachers. All employees shall have no less than seven and ~~one-half~~three quarters (7.5) 3/4 hours of time for room preparation at the beginning of the 2014-15 school year- and no less than eight (8) hours commencing the 2015-16

school year. No employee shall be required to have more contact with 7<sup>th</sup> grade students on their first day of attendance than the proportional amount of 7<sup>th</sup> grade student contact time determined by the employee's daily assigned

teaching schedule. Similarly, no employee shall be required to have more contact with 8th grade students on the last day of 8<sup>th</sup> grade attendance than the proportional amount of 8<sup>th</sup> grade student contact time determined by the employee's daily assigned teaching schedule.

~~7. 5.~~Elementary schools shall have a minimum day of two hundred forty (240) minutes in length on the last day of pupil attendance ~~of 240 minutes in length.~~ As of the last day of school, should at least one hundred twenty (120) annual minutes of attendance hours beyond the State minimum remain, and the day prior to the last day of school is a full day, the Superintendent shall declare the last day of school as one hundred eighty (180) minutes in length.

~~6. In addition to the days above, all teachers new to the District shall attend an orientation day prior to the opening of school, as provided in (2) above.~~

~~8. 7.~~All probationary and those temporary employees, who have been employed fewer than three (3) consecutive years for at least 75 percent of the work year, may be required to attend up to five (5) days ~~in-service~~in-service training outside their work year. These ~~in-service~~in-service days shall be related to school or District staff development programs, with compensation at the "Miscellaneous Salary Provision" rate for ~~in-service~~in-service.

B. ~~Workweek:~~ Work Week: The regular ~~workweek~~work week shall be Monday through Friday except ~~as such for~~ a week that might be changed by national, state, or local holidays, ~~or on~~ the school calendar.

~~C. Workday:~~

~~C. —1. —~~Work Day:

1. High Schools and Continuation High School: Employees shall be on the ~~worksite~~work site no less than twenty (20) minutes before the first students arriving are scheduled to attend class. The normal or regular ~~workday~~work day shall be seven and ~~one-half~~three-quarters (7 ~~1/2~~<sup>3/4</sup>) consecutive hours ~~including~~commencing the 2014-15 work year and eight (8) consecutive hours commencing the 2015-16 work year, which includes the lunch period. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team. The length of the instructional day shall be 365 minutes. If program assignments are such that different employee assignments require different daily

beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

~~Using the voting procedure in Section 2 and with~~

~~At Lincoln High School, employees shall report to the work site no less than thirty (30) minutes before the agreement beginning of the school session to which they are assigned by the principal, annually by April 1, a high school may.~~

- (a) High schools will increase the number of instructional minutes to establish Staff Collaboration Time. Using the voting procedure in Section 7, annually by April 1, each high school shall choose between the following options by simple majority vote:

~~Staff Collaboration Time shall be utilized for grade level team planning; collaboration and articulation among teachers; and curriculum planning. This time period shall be collaboratively designed and implemented by bargaining unit members and the school administration.~~

~~If the Staff Collaboration Time period is used for any purpose other than that which has been previously listed, the activity will also be planned collaboratively between bargaining unit members and the school administration. This time shall not be used for staff meetings, individual teacher planning time, or for the early release of teachers.~~

~~In order to establish Staff Collaboration Time, each participating high school may increase the number of daily instructional minutes contained in Article X, Section 1C(a) of this Agreement in one of two ways:~~

~~1. The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, four (4) days per week; and on the fifth (5<sup>th</sup>) day of the week; instructional minutes may be decreased in order to implement Staff Collaboration Time by a late start or early dismissal.~~

~~2. The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, for nine (9) consecutive days; and on the tenth (10<sup>th</sup>) day, instructional minutes may be decreased in order to implement Staff Collaboration Time by a late start or early dismissal.~~

~~When designing a Staff Collaboration schedule, pre-approval from Assistant Superintendent, Human Resources and the Fiscal Services Manager (Attendance) must be obtained.~~

~~Staff Collaboration Time shall be scheduled during the regular instructional day. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven and include one or more of these elements as outlined in the California Standards for the Teaching Profession (CSTP): Engaging and supporting all students in learning; Creating and maintaining effective environments for student learning; Planning instruction and designing~~

learning experiences for all students; Assessing student learning and progress; and Developing as a professional educator. This time shall not be used for staff meetings, individual teacher planning time or for the early release of teachers.

Teacher preparation time, as defined in Article X, Section ~~4(G)~~1F of the ~~Collective Bargaining~~ Agreement, shall not be altered as a result of the implementation of Staff Collaboration Time.

2.2. Middle Schools: Employees shall be on the ~~worksite~~work site no less than thirty (30) minutes before the first students arriving are scheduled to attend class. The normal or regular ~~workday~~work day shall be seven and ~~one-half~~three-quarters (7 ~~1/2~~)<sup>3/4</sup> consecutive hours ~~including~~commencing the 2014-15 school year and eight (8) hours commencing the 2015-16 work year, which includes the lunch period. ~~The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team.~~ The length of the instructional day shall be 350 ~~minutes.~~ minutes. ~~If program assignments are such that different employee~~

assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

Staff Collaboration Time shall be scheduled during the regular instructional day. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven and include one or more of these elements as outlined in the California Standards for the Teaching Profession (CSTP): Engaging and supporting all students in learning; Creating and maintaining effective environments for student learning; Planning instruction and designing learning experiences for all students; Assessing student learning and progress; and Developing as a professional educator. This time shall not be used for staff meetings, individual teacher planning time or for the early release of teachers.

Teacher preparation time, as defined in Article X, Section 1F of the Agreement, shall not be altered as a result of the implementation of Staff Collaboration Time.

### 3. Elementary Schools:

(a) Employees shall be on the work site twenty (20) minutes before the first students arriving are scheduled to attend class. The normal or regular work day shall be seven and three-quarters (7 ¾) consecutive hours commencing the 2014-15 school year and eight (8) consecutive hours commencing the 2015-16 work year, which includes the lunch period. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

### ~~3. Elementary Schools:~~

~~Employees shall be on the worksite twenty (20) minutes before the first students arriving are scheduled to attend class. The normal or regular workday in elementary schools shall be seven and one-half (7 1/2) consecutive hours including the lunch period. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the~~

~~employee and the District.~~—The scheduling of K-3 teacher supervision duties shall be assigned equitably among K-3 teachers at their school site. The District will provide supervision for before school duty in grades K-6. In the event the ~~Site Administrator~~site administrator is unable to provide adequate supervision to ensure the safety of children, ~~bargaining unit member~~employees shall perform this duty, and such duty must be equitably assigned at each ~~worksite~~work site. On such an occasion, the supervising teacher may leave the ~~worksite~~work site early by the same amount of time he ~~or~~/she performed the duty, on the first afternoon without a meeting. When assigned morning supervision, an employee may be required to report for that duty thirty (30) minutes before the start of



~~(a)~~ the earliest class if the principalsite administrator deems such early reporting necessary to assure adequate supervision. When assigned supervision at student dismissal time, employees may be required to remain on duty for up to thirty (30) minutes after the dismissal time if the principalsite administrator deems more than twenty (20) minutes of supervision are necessary to provide adequate supervision of students.

~~(b) (b)~~—The length of the ~~traditional year~~ instructional day for the traditional year for elementary students shall be as follows:

Grades K <del>–</del> 3	285 minutes
Grades 4 <del>–</del> 6	300 minutes

(c) Students in grades K-6 at each school shall have common beginning and ending times. In primary classes, except 3/4 combinations, in addition to a morning recess, there may be an afternoon recess not to exceed fifteen (15) minutes, at the discretion of each teacher. The time the recess may be held shall be designated by the principal-site administrator. Recess supervision shall be done by teachers utilizing this afternoon recess.

(d) On all regular or normal days, except those on which staff, team, or district-ordered meetings are scheduled, the final forty-five (45) minutes of the elementary ~~teachers~~ workdayteachers' work day shall be designated as planning time for those with full-time classroom teaching assignments. ~~Schools which start classes at 9:00 a.m. may schedule planning time at the beginning rather than the end of the day by mutual agreement between staff and principal. Should mutual agreement not be achieved in a staff meeting, the principal shall determine when planning time shall be scheduled.~~ Planning time is provided to allow teachers an opportunity during the workdaywork day to prepare assignments, correct papers, meet with parents and other staff members, meet with students, and to perform related tasks arising from the teaching assignment.

~~(e) Using the voting procedure in Section 2 and with the agreement of the school principal, annually by April 1, an elementary school may set aside a portion of one school day, per week, to establish a Staff Collaboration Time period.~~

~~Staff Collaboration Time shall be utilized for grade level team planning; collaboration and articulation among teachers; and curriculum planning. This time period shall be collaboratively designed and implemented by bargaining unit members and the school administration.~~

~~If the Staff Collaboration Time period is used for any purpose other than that which has been previously listed, the activity will also be planned collaboratively between bargaining unit members and the school administration. This time shall not be used for staff meetings, individual teacher planning time, or for the early release of teachers.~~

(e) In order to establish a Staff Collaboration Time period, each ~~participating~~ elementary school ~~may~~shall increase the number of daily instructional minutes contained in Section 1C(b) of this Agreement by fifteen (15) minutes, four (4) days a week. On the fifth (5<sup>th</sup>) day of the week, instructional minutes may be decreased in order to implement a one (1) hour Staff Collaboration Time period.

Staff Collaboration Time shall be scheduled during the regular instructional day. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven and include one or more of these elements as outlined in the California Standards for the Teaching Profession (CSTP): Engaging and supporting all students in learning; Creating and maintaining effective environments for student learning; Planning instruction and designing learning experiences for all students; Assessing student learning and progress; and Developing as a professional educator. This time shall not be used for staff meetings, individual teacher planning time or for the early release of teachers.

Teacher preparation time, as defined in Section 1C(e 3(d) of the ~~collective bargaining agreement~~Agreement, shall not be altered as a result of the implementation of the Staff Collaboration Time period.

~~4.~~ 4. Each kindergarten teacher not teaching full day kindergarten shall be available for assistance within the kindergarten and/or primary program for a maximum of forty-five (45) minutes during the school day ~~except those volunteers who agree to the following provisions:~~

- ~~(a) Kindergarten teachers may volunteer to participate in the District's training program for Reading Recovery.~~
- ~~(b) The Association agrees that Kindergarten teachers who volunteer and are selected to participate in the Reading Recovery training may work a maximum of 120 minutes per day with other primary grade level students.~~
- ~~(c) The Association agrees that Kindergarten teachers who volunteer and are selected to participate in the implementation phase of the Reading Recovery program may work a maximum of 90 minutes per day with other primary grade level students.~~
- ~~(d) A volunteer participant in the Reading Recovery training shall sign a statement that he/she is a volunteer and understands the daily time requirements of the program. A copy of such statement shall be provided to the association.~~

~~D.~~ D. It is recognized by the District and the Association that all employees work additional hours in excess of those ~~which are~~ required at the ~~worksite which~~work site that may vary according to the responsibility of the individual employee. Employees may be expected to spend additional time on the ~~worksite~~work site for purposes of staff meetings; team or department meetings; conferences involving students, parents or District personnel; SST and IEP meetings. The District shall make every effort to schedule SST and IEP meetings during the ~~workday.~~work day. Special Education employees and School Nurses attending IEP meetings shall be paid the curriculum rate of pay for the time that extends beyond one (1) hour after the ~~employees~~employees' regular work day, to be paid in increments of

one-half ( $\frac{1}{2}$ ) hour.

School staff meetings ~~which~~that require attendance outside the ~~workday~~work day shall be limited to no more than fifteen (15) meetings per year, per employee, ~~each~~. These meetings shall not ~~to~~ exceed seventy-five (75) minutes after the latest regularly scheduled dismissal time of students.

No elementary employee will be required to attend more than fifteen (15) team meetings per year ~~and no~~. No team meeting shall extend beyond ~~the regular workday~~. forty-five (45) minutes after student dismissal time.

~~Middle schools may use banked PLC time for department and/or team meetings.~~ No middle school employee will be required to attend more than ~~eight (8)~~fifteen (15) department or team meetings ~~may be required beyond the work day, and these shall be limited to per year.~~ No team meeting shall extend forty (40) minutes after student dismissal time.

No high school employee will be required to attend more than fifteen (15) department ~~and/or~~ team meetings per year. ~~These~~No team meeting shall ~~be limited to extend beyond~~ fifty (50) minutes after student dismissal time.

Except under unusual circumstances, team or staff meetings will not be scheduled on the afternoon before the start of a weekend or vacation.

Whenever possible, meetings necessary for conducting WASC, CCR, and PQR shall be scheduled during school release/in-service days or during the regular ~~workday~~ work day.

Prior to the end of each school year, the site administrator shall meet with his/her staff, or with elected representatives of his/her staff, for the purpose of mutually agreeing on the number and type of committees and special events that will be necessary to carry out the school program in the following year. Other special events or committees may be mutually added during the school year.

The list of agreed upon committees and special events shall be submitted to the school staff, so that ~~site member~~ employees may select those committees and/or events in which they want to participate.

~~E. At Lincoln High School employees shall report to the worksite no less than thirty (30) minutes before the beginning of the session to which they are assigned by the principal.~~

~~E.~~ E. Employees assigned to middle schools or high schools shall be entitled to one (1) duty-free, uninterrupted lunch period per day, which shall be the longer of ~~no less than thirty-five (35) minutes in length, or either~~ the student lunch period, ~~whichever is longer.~~ at their site or thirty-five (35) minutes. Employees assigned to elementary schools shall have a lunch period of forty-five (45) minutes. At elementary schools when weather conditions prohibit the normal use of the playground, the ~~principal~~ site administrator may declare a lunch period for staff and students of thirty (30) minutes, or up to twenty-five percent (25%) of the staff may be required to assist with student supervision for that period of time the lunch period exceeds thirty (30) minutes. Such duty must be equitably assigned at each worksite work site. On these days, employees assigned lunch duty or having a shortened lunch period may leave the worksite work site fifteen (15) minutes earlier than the regular departure time the first afternoon without a meeting.

~~B.F.~~ F. Full-time classroom teachers in grades seven (7) through twelve (12) shall be entitled to one

~~G.~~ G. (1) scheduled instructional period per day to be used for preparation and planning, and conferences with parents, ~~students~~ students, supervisors, and other employees. Normally, teachers may not leave the worksite work site during this period without prior approval of the ~~principal or designee.~~ site administrator. Except by mutual agreement between the

employee and the District, full-time teachers in middle and high schools shall have no more than twenty-five (25) teaching periods per week, exclusive of the ~~sustained silent reading program~~ Sustained Silent Reading (SSR) program. In lieu of SSR, teachers may volunteer to provide enrichment or intervention instruction to meet students' needs during the time period that is designated for SSR with administrative approval.

G. ~~H.~~ Counselors, pre-school teachers and District I.M.S. specialists shall work an eight (8) hour day inclusive of lunch, which shall be the longer of either the student lunch period at their site or thirty-five (35) minutes.

H. Nurses shall work a seven and one half (7 ½) hour day, inclusive of lunch.

I. Psychologists shall work an eight (8) hour work day, exclusive of lunch.

J. Speech & Language Pathologists shall work a seven and three-quarters (7 ¾) hour day, commencing the 2014-15 school year and eight (8) hours commencing the 2015-16 school year, which includes lunch. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team.

K. Regular K-12 independent study employees shall work a seven and three-quarters (7 ¾) hour day commencing the 2014-15 school year and eight (8) hours commencing the 2015-16 school year, which includes lunch. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team.

## **Section 2 - Alternative Educational Programs**

A. This section applies to the following programs: STOPP, part-time K-12 Independent Study and other alternative programs where the hours and assignments to the programs are determined based on the level of student enrollment or attendance.

B. Employee Work Hours: The lengths of the work year, work week, and work day, as well as the number of employees in these alternative educational programs, are dependent upon fluctuations in average daily attendance, categorical funding changes and community needs. The District reserves the right to add to, reduce or eliminate the work hours of an employee in these alternative educational programs, based upon changes in average daily attendance.

C. Necessary Attendance: The District shall determine and notify teachers of the amount of student attendance necessary for the scheduling, maintenance, and/or cancellation of any

teacher's class no later than twenty (20) work days after the beginning of each school year. The amount will remain fixed for the remainder of the year.

D. Averaging Teachers' Classes: To attempt to maintain stability for permanent and probationary Adult & Alternative Educational Services (A.A.C.E.S.) teachers, class averaging will be applied by the District to the minimum class attendance amount needed prior to the reduction of any permanent or probationary teacher hours per week that they have been assigned, over a period of fifteen (15) work days.

### **Section 3 - Extended Work Year and/or Work Day Employees**

An employee required by the District to work more days than the regular work year or more hours than the regular work day, except as provided in Section 1D above, shall receive additional compensation by being assigned to a different salary schedule (I.M.S. specialists, counselors, school nurses and psychologists, for example), or an additional salary schedule (coaches, high school band directors, high school choir directors, high school pep squad and drill team sponsors, for example), or paid at their regular daily rate for each excess day (District I.M.S. specialists, bilingual and special education teachers, librarians and counselors, for example). For purposes of this Section, regular full-time K-12 Independent Study teachers shall be compensated on the regular teacher salary schedule for their regular work day as defined in Section 1.

### **Section 4 - Part-Time Work Year and/or Work Day Employees**

An employee working fewer days than the regular work year shall be a part-time employee and shall be remunerated at the same ratio that the employee's total number of work days bear to the total number of work days in the regular work year. For example, a classroom teacher employed for one semester shall receive fifty percent (50%) of the appropriate annual salary listed on the Teacher Salary Schedule. An employee who works fewer hours than the total included in the regular work day shall be a part-time employee and shall be remunerated at the same ratio the employee's regular daily work hours bear to the total included in the regular work day, as determined at the time of hire or upon modification of the employee's contract.

### **Section 5 - Hours on Special Days for All Employees**

A. Employees working in schools that hold Open House Nights and/or Back-to-School Nights may be required to attend and participate in two (2) of these programs annually without additional remuneration.

B. Employees working in schools that regularly schedule student activities outside of regular duty hours, such as athletic events, dances, theater productions and any activity involving



parents, may be required to attend and assist with the management of no more than four (4) of these events annually. In combination with (A) above, no employee may be required to attend more than five (5) events. These duties are part of each employee's basic responsibilities and their performance will not require additional remuneration.

C. On days that an employee is assigned to an evening activity, the employee may leave the work site at the time of the last regularly scheduled student dismissal.

D. On days that an employee attends an unassigned evening activity at the employee's school of assignment, with prior permission of the site administrator or designee, the employee may leave the work site at the time of the last regularly scheduled student dismissal.

### **Section 6 - Summer School Work Day**

The work day for a classroom teacher during a summer session shall be from fifteen (15) minutes before the beginning time of the first class, to which the teacher is assigned, until ten (10) minutes after the dismissal of the last class, to which the teacher is assigned.

### **Section 7 – Voting Procedure**

When ~~bargaining unit member~~employees at a school site vote pursuant to the provisions of any section of this Article, the vote shall be conducted as follows:

1. The vote shall be conducted by secret ballot.
2. The voting period shall be five (5) working days.
3. The RCTA Association site representative(s) and the site administrator (or designee) shall:
  - ~~a.~~b. Provide all affected employees with a ballot and obtain their signatures for receipt;
  - ~~b.~~c. Provide those employees not at school with the opportunity to vote, if possible;
  - ~~c.~~d. Institute a procedure to assure that employees vote only once;
  - ~~d.~~e. Count the votes;
  - ~~e.~~f. Fill out and sign a reporting form designed by Human Resources and RCTAthe Department of Personnel and the Association; and

~~f.~~ Forward the completed form to Human Resources and RCTA.

~~Plans for changing the schedule to accommodate Staff Collaboration Time and middle school calendar modification (Section 1A-6) must be approved by 75% Department of the affected employees who vote.~~

**Section 2A (Workyear) is amended in its entirety to read:**

~~A. **Workyear:** The workyear shall be as provided in the school calendar which shall be~~  
g. ~~developed by consultation between Personnel and the Association and the District as~~

provided in.

Article V. The calendars shall be constructed with the following limits:

1. ~~Elementary and High School, Full-time K-12 Independent Study, Continuation High School: One hundred eighty-one (181) days of instruction.  
Middle School, Opportunity School/COPE and Community Day School: One hundred eighty (180) days of instruction.~~

2. ~~Returning Teachers~~

~~(a) Elementary School Teachers: Four (4) work days without students for returning elementary teachers to be used as two (2) elementary parent conference days plus two (2) days prior to the opening of schools.~~

~~(b) Middle School Teachers: Five (5) work days without students for returning middle school teachers to be used as three (3) non-student attendance days, one (1) each at the end of the first quarter, first semester and third quarter; plus two (2) days prior to the opening of schools.~~

~~(c) High School Teachers: Four (4) work days without students for returning high school teachers to be used as two (2) non-student attendance days, one (1) at the end of each semester; plus two (2) days prior to the opening of schools.~~

3. ~~New Teachers~~

~~(a) Elementary School Teachers: Five (5) work days without students for new elementary teachers to be used as two (2) elementary parent conference days plus three (3) days prior to the opening of schools.~~

~~(b) Middle School Teachers: Six (6) work days without students for new middle school teachers to be used as three (3) non-student attendance days, one (1) each at the end of the first quarter, first semester and third quarter; plus three (3) days prior to the opening of schools.~~

~~(c) High School Teachers: Five (5) work days without students for new high school teachers to be used as two (2) non-student attendance days, one (1) at the end of each semester; plus three (3) days prior to the opening of schools.~~

4. ~~On the two (2) days prior to the opening of school, there shall be a limit of six and three-fourths (6 3/4) hours of mandatory meetings.~~

5. ~~The following days shall be free of meetings:~~

~~(a) The two high school end of semester days.~~

~~(b) The three middle school end of first quarter, first semester and third quarter days.~~

6. ~~Using the voting procedure in Section 2 and with the agreement of the school principal, annually by April 1, a middle school can modify the school calendar to enable 7<sup>th</sup> grade students to begin and end their school year one day earlier than~~

the 8<sup>th</sup> grade students.

~~The adjustment of the school year shall not increase the number of workdays or student contact days for teachers. All employees shall have no less than seven and one half (7.5) hours of time for room preparation at the beginning of the school year. No employee shall be required to have more contact with 7<sup>th</sup> grade students on their first day of attendance than the proportional amount of 7<sup>th</sup> grade student contact time determined by the employee's daily assigned teaching schedule. Similarly, no employee shall be required to have more contact with 8<sup>th</sup> grade students on the last day of 8<sup>th</sup> grade attendance than the proportional amount of 8<sup>th</sup> grade student contact time determined by the employee's daily assigned teaching schedule.~~

- ~~7. Elementary schools shall have a minimum day on the last day of pupil attendance of 240 minutes in length. As of the last day of school, should at least 120 annual minutes of attendance hours beyond the State minimum remain, and the day prior to the last day of school is a full day, the Superintendent shall declare the last day of school as 180 minutes in length.~~

~~Section 8. In addition to the days above, all teachers new to the District shall attend an orientation day prior to the opening of school, as provided in (2) above.~~

- ~~9. All probationary and those temporary employees who have been employed fewer than three (3) consecutive years for at least 75 percent of the work year may be required to attend up to five (5) days inservice training outside their work year. These inservice days shall be related to school or District staff development programs, with compensation at the Miscellaneous Salary Provision rate for inservice.~~

### ~~Section 3-Other Employees.~~

- ~~A. The length of the workday for regular K-12 independent study employees shall be seven and a half (7 1/2) hours inclusive of lunch.~~
- ~~B. The length of the work day for full time employees with assignments other than those in Sections 1 and 3 A., such as psychologists, shall be eight (8) hours exclusive of lunch.~~

### ~~Section 4-Alternative Educational Programs.~~

- ~~A. This section applies to the following programs: STOP, part time K-12 Independent Study, and other alternative programs where the hours and assignments to the programs are determined based on the level of student enrollment or attendance.~~
- ~~B. Employee Work hours: The lengths of the work year, workweek, and workday, as well as the number of employees in these alternative educational programs are dependent upon~~

~~fluctuations in average daily attendance, categorical funding changes, and community needs. The District reserves the right to add to, reduce, or eliminate the work hours of an employee in these alternative educational programs, based upon changes in average daily attendance.~~

~~C. Necessary Attendance: The District shall determine and notify teachers of the amount of student attendance necessary for the scheduling, maintenance, and/or cancellation of any teacher's class no later than twenty (20) workdays after the beginning of each school year. The amount will remain fixed for the remainder of the year.~~

~~D. Averaging Teachers' Classes: To attempt to maintain stability for tenured and probationary A.A.C.E.S. teachers, class averaging will be applied by the District to the minimum class attendance amount needed prior to the reduction of any tenured or probationary teacher hours per week which they have been assigned, over a period of fifteen (15) workdays.~~

#### ~~Section 5 -- Extended Work year and/or Workday Employees.--~~

~~An employee required by the District to work more days than the regular work year or more hours than the regular workday, except as provided in Section 1D above, shall receive additional compensation by being assigned to a different salary schedule (I.M.S. specialists, counselors, school nurses and psychologists, for example), or an additional salary schedule (coaches, high school band directors, high school choir directors, high school pep squad and drill team sponsors, for example), or paid at their regular daily rate for each excess day (District I.M.S. specialists, bilingual and special education teachers, librarians, and counselors, for example). For purpose of this section, regular full time K-12 Independent Study teachers shall be compensated on the regular teacher salary schedule for their regular workday as defined in Section 2.~~

#### ~~Section 6 -- Part-Time Work year and/or Workday Employees.--~~

~~An employee working fewer days than the regular work year shall be a part time employee and shall be remunerated at the same ratio that the employee's total number of workdays bear to the total number of workdays in the regular work year. For example, a classroom teacher employed for one semester shall receive fifty percent (50%) of the appropriate annual salary listed on the Teacher Salary Schedule. An employee who works fewer hours than the total included in the regular workday shall be a part time employee and shall be remunerated at the same ratio the employee's regular daily work hours bear to the total included in the regular workday, as determined at the time of hire or upon modification of the employee's contract.~~

#### ~~Section 7 -- Hours on Special Days for All Employees.~~

- ~~A. Employees working in schools that hold Open House Nights and/or Back to School Nights may be required to attend and participate in two (2) of these programs annually without additional remuneration.~~
- ~~B. Employees working in schools that regularly schedule student activities outside of regular duty hours, such as athletic events, dances, theater productions, and any activity involving parents may be required to attend and assist with the management of no more than four (4) of these events annually. In combination with (A) above, no employee may be required to attend more than five (5) events. These duties are part of each employee's basic responsibilities and their performance will not require additional remuneration.~~
- ~~C. On days that an employee is assigned to an evening activity, the employee may leave the worksite at the time of the last regularly scheduled student dismissal.~~
- ~~D. On days that an employee attends an unassigned evening activity at the employee's school of assignment, with prior permission of the principal or the principal's designee, the employee may leave the worksite at the time of the last regularly scheduled student dismissal.~~

~~**Section 8 -- Summer School Workday.**~~

~~The workday for a classroom teacher during a summer session shall be from fifteen (15) minutes before the beginning time of the first class to which the teacher is assigned until ten (10) minutes after the dismissal of the last class to which the teacher is assigned.~~

~~**Section 9 - Parent Conference -- Elementary Schools.**~~

~~Working hours on elementary Parent Conference Days shall extend daily from the first through the last conference as scheduled by the employee, but in no case earlier than 12 noon. If an employee is ill on a regularly scheduled conference day, the District shall provide ~~released~~release time during the following week for the parent conferences ~~which~~that were missed.~~

## Section 109 – Parent Conference – Secondary Schools

- A. Secondary sites ~~which~~that conduct parent conferences may use their banked day or any minutes in excess of the required annual instructional minutes to create a non-student attendance day for meeting with parents. Starting and ending times on a Secondary Parent Conference Day may be modified, with consensus of a majority of the teachers, to provide both day and evening time for parent meetings. The teachers' total ~~workday~~work day shall not exceed seven and ~~one-half~~three-quarters ( $7\frac{1}{2}$ <sup>3</sup>/<sub>4</sub>) hours in 2014-15 work year and eight (8) consecutive hours— in 2015-16 work year. Such duty shall not substitute for nor be in lieu of one of the supervision duties permitted in Article X, Section ~~6-B~~7B.
- B. Secondary sites may choose to conduct parent conferences in conjunction with a modified or minimum student attendance day. The teachers' total ~~workday~~work day shall not exceed seven and ~~one-half~~three-quarters ( $7\frac{1}{2}$ <sup>3</sup>/<sub>4</sub>) hours in 2014-15 work year and eight (8) hours in 2015-16 work year, including reporting fifteen (15) minutes before the beginning time of the first class and remaining until ten (10) minutes after the dismissal of the last class. If the Parent Conference portion extends beyond the teachers' regular ~~workday~~work day ending time, such duty shall substitute for and be in lieu of one of the supervision duties permitted in Article X, Section ~~6-B~~7B.

## Section ~~11-10~~ - Counselors—

Part-time counselors shall work three (3) extra days per year for each period of counseling; however, a full-time counselor shall work fifteen (15) extra days during the summer except by mutual agreement between the District and the employee. ~~These extra days of work shall not be scheduled between July 1 and August 15 or during winter or spring recess except by mutual agreement between the District and the employee.~~ By mutual agreement, counselors may work flexible hours to provide counselor availability before school and in the evening.

## Section 12—Categorical Program Specialist (CPS).—

~~CPS unit members may be classified as either Regular CPS or Extended Year CPS. CPS unit members working two hundred five (205) days shall be classified as Extended Year CPS and shall receive additional compensation by being assigned to a different salary schedule. Unit members in CPS assignments may agree to work additional days based on the needs of the school and its programs and shall be compensated at their daily rate of pay for any additional days beyond their defined work.~~

**Section 13--Section 11 – Special Education Teachers**

In order to fulfill their professional duties with their special education case load, the District shall provide up to five (5) days of release time to elementary RSP teachers. No substitute is required. The District shall provide up to three (3) days of release time to middle school and up to one (1) day to high school special education teachers. Substitutes will be provided. This release time shall be taken in half or whole day increments. This release time cannot be scheduled to conflict with staff, team or department meetings. The teacher will plan on-site release time to address special education case load. The release time will be scheduled with reasonable notice to and mutual agreement of the site administrator.

**Section 12 -- School Librarian/Media Specialists.**

- A. ~~A.~~ The school librarian/media specialists may adjust their work hours during the first three (3) days of the first semester and the first two (2) days of the second semester to allow time to train students who are assigned to library science classes.
- B. ~~B.~~ The school librarian/media specialist assigned to a school shall work up to a maximum of five (5) days before the beginning of the regular work year and up to a maximum of five (5) days after the end of the regular work year with compensation paid at the employee's daily rate of pay.
- C. ~~C.~~ In the event that a high school librarian/media specialist should be assigned responsibility for custody, check out/in, loss/damage charges, and/or inventory of textbooks, the District shall provide sufficient classified staff to assist such employee with these tasks.

**Section 14-13-- Secondary Preparation Period.**

The District will not assign a secondary teacher more than three (3) different preparation periods per day. In case of a compelling academic need, one (1) additional preparation may be assigned. Any additional preparations cannot be made without the consent of the teacher. This section does not apply to Alternative Educational Programs under Section 32, Continuation High School, full-time K-12 Independent study and non-departmentalized Special Education Programs.



**ARTICLE XI -- HOURS OF  
EMPLOYMENT ADULT EDUCATION**

**Section 1 -- Employee Work ~~hours.~~ Hours**

The lengths of the work year, ~~workweek~~work week, and ~~workday~~work day, as well as the number of employees in Adult Education, are dependent upon fluctuations in average daily attendance, categorical funding changes, and community needs. The District reserves the right to add to, reduce, or eliminate the work hours of an employee in Adult Education based upon changes in average daily attendance.

**Section 2 -- ~~Necessary Attendance.~~**

The District shall determine and notify teachers of the amount of student attendance necessary for the scheduling, maintenance, and/or cancellation of any teacher's class no later than twenty ~~(20) workdays after the beginning of each school year. The amount will remain fixed for the remainder of the year.~~

(20) work days after the beginning of each school year. The amount will remain fixed for the remainder of the year.

**Section 3 -- ~~Averaging Teachers' Classes.~~**

To attempt to maintain stability for ~~tenured~~permanent and probationary Adult Education teachers, class averaging will be applied by the District to the minimum class attendance amount needed prior to the reduction of any ~~tenured~~permanent or probationary teacher hours per week, which they have been assigned, over a period of fifteen (15) ~~workdays~~work days.

**Section 4 -- ~~On--Site Time.~~**

Employees assigned as classroom teachers will be at the ~~worksit~~work site ten (10) minutes before the beginning of their first class and remain on duty at the ~~worksit~~work site, except for authorized break periods, until the end of their last class.

**Section 5 -- ~~Non-Teaching Employees.~~**

~~The workday for full-time employees with assignments other than classroom teaching will be eight (8) hours exclusive of a meal period. These employees will be compensated at the same rate as they would be if they were assigned to a regular school.~~

**Section 6 -- ~~Benefits.~~**

~~Unless otherwise provided in A12C, all~~All credentialed teaching employees in the Adult Education program will be considered full-time for benefits, provided elsewhere in this

Agreement, if they are regularly assigned to work at least twenty-three (23) hours per week. They will be considered for pay averaging purposes if they are ~~tenured~~permanent and regularly assigned to work at least twenty three (23) hours per week.

**Section ~~7-6~~ - Priority in Assignment.**

Permanent full-time credentialed teaching employees who have ~~tenure~~permanent status in the Adult Education program will be assigned at the beginning of each school year the number of weekly instructional hours for which they ~~have tenure~~are entitled. The ~~tenured~~permanent employee will have a prior right ~~to assignment over any temporary or probationary employee in classes for which they are properly credentialed.~~

to assignment over any temporary or probationary employee in classes for which they are properly credentialed.

**Section ~~8-7~~ - Status Notice.**

All credentialed employees shall receive annually a letter from the District indicating the employee's status (i.e., temporary, probationary, permanent).

## ARTICLE XII -- CLASS SIZE

### Section 1 -- Compliance With Law

--The District will assign pupils to classes in compliance with California state law.

### Section 2 -- Elementary Schools (K-6)--

A. ~~A.~~ Each elementary school shall be allocated classroom teaching positions in sufficient number to ensure that the average class size in the elementary school shall be thirty (30). Only regular classes, those other than any special education class, shall be used to calculate this average.

B. ~~B.~~ Within thirty-five (35) school days after the beginning of the school year, the ~~Human Resources Office~~ Department of Personnel shall calculate the actual average class size district-wide in grades K--6 by dividing the actual active enrollment in all regular District K--6 classes by the actual number of full--time equivalent teachers assigned to instruct those classes. If the quotient is greater than thirty and one-half (~~30.5~~, 1/2), the District shall employ sufficient additional qualified teachers to reduce that quotient to thirty and one-half (~~30.5~~, 1/2).

C. When the average class size at any elementary school exceeds thirty-one (31) for two (2) successive monthly attendance reports, the District shall take action to reduce that average to thirty-one (31) or fewer students.

D. If any class in upper grades (grades 4, 5 or 6) ~~exceeds~~ exceeds thirty-four (34) pupils for more than twenty-five (25) school days, written approval must be received from the teacher and a waiver of the class size requirement must be obtained from the Association.

E. Kindergarten classes shall be established using a student-to-teacher staffing ratio ("divisor") of twenty-four (24) students to one (1) teacher (24:1). The maximum class size for any regular education classroom with kindergarten students shall be twenty-seven (27) students, except as provided below.

1. If the maximum class size of twenty-seven (27) students creates a situation at any school, where to accommodate all kindergarten students, a combination class of kindergarten and first grade students would be created, such combination class may be avoided by exceeding the maximum class size of twenty-seven (27).

~~1.2.~~ The decision to exceed the maximum class size of twenty-seven (27) students shall be made collaboratively between the principalsite administrator, specific teacher

and the Association President or Association President's designee. Written approval must

~~2.~~ be received from the teacher and a waiver of the class size requirement must be obtained from the Association to document the collaborative decision.

#### F.A. Instructional Aide Time

Each regular education kindergarten teacher (excludes special education teachers) will be assigned aide time in direct support of that teacher's program as follows:

1. One (1) hour per week of aide time (not a specific aide).

### **Section 3 - Middle Schools (7-8)**

#### A.A. Class Size Maximums

1. ~~1.~~ Academic Classes: 35 students
2. ~~2.~~ Physical Education: 52 students
3. ~~3.~~ Business, ~~Typing~~, Industrial Arts, Computers, and Vocational Classes: Not to exceed the number of operable work stations.
4. ~~4.~~ Instrumental and Vocal Music Classes: No maximum.
5. ~~5.~~ Visual & Performing Art Classes: 35 students

~~B.~~ At the end of the twenty-fifth (25) day of the first semester, if the ~~above~~ maximum class sizes ~~size~~ at a middle school ~~worksite are~~ work site is exceeded, the District will make adjustments, ~~B. either by reorganizing classes or providing additional teaching staff,~~ in order to meet the requirements of Section A.

~~these maximums.~~

~~C. C.~~ At the end of the fifteenth (15) day of the second semester, if ~~above~~ the maximum class size at ~~the~~ middle school ~~worksite~~ work site is exceeded, the ~~district~~ District will make ~~necessary~~ adjustments to meet the requirements of ~~section~~ Section A.

~~D. D.~~ At the end of the twenty-fifth (25) day of the first semester or the fifteenth (15) day of the second semester, no class shall exceed the ~~maximum of~~ maximums in Section A without the written approval of the teacher and a waiver of the class size requirement by the Association.

~~E. E.~~ Any time the total enrollment in the set of five (5) classes taught by one (1) teacher exceeds one hundred seventy-five (175), the District, upon written request by that teacher, shall act to reduce the size of one (1) or more of the classes until the total enrollment in the five (5) classes is one hundred seventy-five (175) or fewer students.

This provision shall not apply to assignments in music, or physical education, ~~and~~  
~~typing~~.

## Section 4 - High Schools (9-12)

### ~~A. A.~~ Class Size Maximums

~~2.1.~~ Academic Classes: 36 students

~~3.2.~~ Business, ~~Typing~~, Industrial Arts, Computers, and Vocational Classes: Not to exceed the number of operable work stations.

~~4.3.~~ Instrumental and Vocal Music Classes: No maximum.

~~5.4.~~ Visual & Performing Art Classes: 36 students

~~6.5.~~ Non-sport Physical Education: 52 students

~~B. B.~~ At the end of the twenty-fifth (25) day of the first semester, if the ~~above~~ maximum class ~~size~~ size at a high school ~~are~~ is exceeded, the District will make adjustments, ~~either by reorganizing classes or providing additional teaching staff,~~ in order to meet ~~these maximums~~ the requirements of Section A.

~~C. C.~~ At the end of the fifteenth (15) day of the second semester, if ~~above~~ the maximum class size at ~~the~~ a high school ~~worksite~~ work site is exceeded, the ~~district~~ District will make ~~necessary~~ adjustments, in order to meet the requirements of section A.

~~D. D.~~ At the end of the twenty-fifth (~~25~~) day of the first semester or fifteenth (~~15~~) day of the second semester, no class shall exceed the maximums of Section A without the written approval of the teacher and a waiver of the class size requirement by the Association.

~~C. E.~~ Any time the total enrollment in the set of five (5) classes taught by one (1) teacher exceeds one hundred seventy-five (175), the District, upon written request by that teacher, shall act to reduce the size of one (1) or more of the classes until the total enrollment in the five (5) classes is one hundred seventy-five (175) or fewer students. ~~This provision shall not apply to assignments in music, physical education, ROTC, and typing.~~

This provision shall not apply to assignments in music, physical education and ROTC.

## Section 5 - Special Education

A. The District ~~shall~~ will examine individual case loads to determine ~~if~~ what additional staff support or other assistance is needed should site averages exceed these maximums:

- |  |                     |
|--|---------------------|
| 1. Elementary Special Day Class:   | 13                  |
| 2. Middle School Special Day Class and High School Severely Handicapped Class: | 15                  |
| 3. Elementary and Middle School Resource Specialist:                           | 28 (32 with waiver) |
| 4. High School RSP and Non SH Special Day Classes:                             | 25                  |
| 5. Designated Instructional Services:  | 60                  |



- ~~1. Elementary Special Day Class: 13~~
- ~~2. Middle School Special Day Class and High School Severely Handicapped Class: 15~~
- ~~3. Elementary and Middle School Resource Specialist: 28 (32 with waiver)~~
- ~~4. High School RSP and Non SH Special Day Classes: 25~~
- ~~5. Designated Instructional Services: 60~~

~~B. B.~~ The District will provide monthly special education enrollment reports to the Association.

~~C. C.~~ Instructional Aide Time

Each special education teacher will be assigned aide time in direct support of that teacher's program as follows:

- ~~1. 1.~~ Teachers of severely handicapped students will have six (6) hours per day of aide time (not a specific aide).
- ~~2. 2.~~ Other special education teachers will have five (5) hours per day of aide time (not a specific aide).
- ~~3. 3.~~ Special education pre-school teachers and/or part-time special education teachers shall be allocated aide time equal to the number of the teacher's student contact hours (not a specific aide).
- ~~4. 4.~~ Circumstances ~~which~~that might necessitate modification to the aide hours set forth herein are:
  - ~~(a) (a)~~ Changes in state special education allocations ~~and~~/or changes in the rules for allocating aide time.
  - ~~(b) (b)~~ Should a situation occur where the ~~caseload~~case load of a non-SH SDC teacher falls below eight (8) students, the District shall provide no less than four (4) hours of aide time per day (not a specific aide) until such case load reaches eight (8) students.

~~D. D.~~ If self-contained Special Day Class students are mainstreamed, principals shall make ~~reasonable~~reasonably good faith efforts to assign them equitably among the appropriate classes.

Section 6 – Counselor Staffing

A. The formula for staffing of counselors at comprehensive high schools shall be a ratio of 675:1 based on student population, plus one (1) additional counselor per high school.

- B. The formula for staging of counselors at comprehensive middle schools shall be a ratio of 675:1 based on student population, plus an additional .5 counselor per middle school.
- C. In calculating the ratio, the student population shall be divided by 675. The result shall be rounded to the nearest whole number.
- D. The calculation of the student population shall be based on the final projected enrollment of students by school for the upcoming school year.
- E. The resultant number of counselors shall remain the same for the entire school year.

## ARTICLE XIII - EMPLOYEE EVALUATION PROCEDURES

### Section 1 - Evaluation Procedure.

- A. Every non-permanent and Preschool/Headstart Program ~~Teachers~~Teacher shall be evaluated by ~~such~~the employee's evaluator in writing at least once each school year no later than sixty (60) calendar days prior to the end of the employee's instructional year. (See Article XXV for Continuous School Program [CSP] language) ~~),~~ which is suspended. Such employee shall have his/her first formal classroom observation prior to Winter Recess.
- B. Every permanent employee shall be evaluated by such employee's evaluator in writing at least every other year no later than thirty (30) calendar days prior to the end of the employee's instructional year. (See Article XXV for CSP language) ~~),~~ which is suspended. Permanent employees remaining in the same general assignment and receiving a meets or exceeds standards ~~of~~on the performance evaluation for one (1) year shall not normally be evaluated in the succeeding year. Such an employee may be scheduled for evaluation based upon justifiable reason(s) communicated to the employee in writing.
- ~~C. C.~~ By mutual agreement between the employee and the evaluator, the employee may be evaluated once every five (5) years ~~(5)~~ if the employee meets all of the following criteria:
1. The employee must have obtained permanent status as a certificated employee in ~~Riverside Unified School~~the District;
  2. The employee must have been employed as a certificated employee in the ~~Riverside Unified School~~District for at least ten (10) years;
  3. The ~~employees~~employee's most recent evaluation has been rated meets or exceeds standards of performance;
  4. If the employee teaches in a core academic subject area as defined by the No Child Left Behind (NCLB) Act, the employee must be identified as a Highly Qualified Teacher (HQT) in the subjects taught.

The evaluator or the employee may withdraw consent of this agreement prior to the date designated for the identification of the primary evaluator of the employee. Withdrawal of consent in accordance with this Article is not subject to the grievance process.

- ~~A.D. D.~~ —At any time an evaluator believes the employee's performance does not meet standards of performance, the evaluator shall notify the employee in writing ~~of such fact,~~

describe the nature of the performance, make specific recommendations for improvement, provide for classroom

observation, if applicable, and allow sufficient time for improvement. The evaluator shall meet with the employee if such request is made.

~~E.~~ ~~E.~~An employee will have only one (1) primary evaluator, who shall be designated by October 15 (See Article XXV for CSP language, which is suspended).

~~H.~~ ~~F.~~ Except as provided in this Agreement with respect to the Article XVIII “Peer Assistance and Review ~~program~~” (PAR), employees shall not be required to participate in the evaluation and/or observation of other employees and shall not be required to assess their own performance.

~~G.~~ ~~G.~~The District shall evaluate and assess non-teaching employee competency with respect to any matters as it relates to each of the following:

- ~~1.~~ ~~1.~~ Adherence to established procedures.
- ~~2.~~ ~~2.~~ Fulfillment of responsibilities to students, parents, and staff.
- ~~3.~~ ~~3.~~ Demonstrated knowledge and skills of the assignment.

Non-teaching staff are those members without teaching assignments included in their daily schedule: ~~Counselors, Categorical Program Specialists, School Nurses, Psychologists, Staff Development Specialists, such as counselors, school nurses, psychologists, staff development specialists~~ and ~~Teacher~~teachers on ~~Special Assignments~~special assignment.

~~H.~~ ~~H.~~The District shall evaluate and assess teaching employee competency as it relates to the ~~Riverside Unified School~~District Standards for the Teaching Profession listed below and in Section 4B:

- Standard I - Engaging and supporting all students in learning;
- Standard II - Creating and maintaining effective environments for student learning ;
- ~~Standard III~~ - Understanding and organizing subject matter or student learning ;
- ~~Standard IV~~ - Planning instruction and designing learning experiences for all students ;
- ~~Standard V~~ - Assessing student learning and progress
- Standard VI - Developing as a professional educator;

1. The evaluation of first-year temporary and probationary ~~unit member~~employees shall address all standards and elements and shall provide summative evidence for standards I, ~~II,~~ and IV.
2. The evaluation of second~~—~~year temporary and probationary ~~unit member~~employees shall address all standards and elements and shall provide summative evidence for

standards I - V.

3. The evaluation of permanent and continuing temporary unit member employees shall address all six ~~standards and elements providing summative evidence as appropriate.~~ (6) standards and elements and shall provide summative evidence as appropriate.
- ~~4.~~4. The evaluation of unit member employees, pursuant to this Article, may include, as permitted by Education Code 44662, the progress of pupils toward the standards of expected student achievement at each grade level in each area of study and, if applicable, the progress of

~~4.~~ pupils toward state-adopted content standards as measured by state-adopted criterion-referenced assessments. Such evaluation and assessment shall not include the use of publisher's norms established by standardized tests.

5. ~~Unit members~~Employees who receive a majority of does not meet standards of performance ratings in the elements of a ~~standard~~Standard (as numbered below in Section ~~4.B4B~~) may be rated as does not meet standards of performance in that Standard. Such rating on a ~~standard~~Standard must include a recommendation and assistance statement by the designated evaluator. ~~Unit members~~Employees who receive two (2) or more does not meet standards of performance rating on the ~~standards~~Standards may receive an overall does not meet standards of performance evaluation.

~~I. I.~~The District shall evaluate Preschool/Headstart Program Teachers' competency as it relates to program requirements.

~~J. J.~~Classroom visitation shall occur if the employee's classroom performance is to be evaluated.

~~1. 1.~~—Formal Observations

~~(a) (a)~~—Probationary and temporary employees shall be observed in classroom performance a minimum of two (2) times for at least twenty (20) minutes duration. Both of these observations shall be announced at least two (2) days in advance. At least one (1) day prior to each observation, the employee shall provide to the evaluator a statement of the lesson objective(s), including strategies that will be used during the observation period.

~~(a)(b) (b)~~—Permanent employees shall be observed in classroom performance a minimum of one

~~(1) -(1)~~time for at least twenty (20) minutes duration. This observation shall be announced at least two (2) days in advance. At least one (1) day prior to each observation, the employee shall provide to the evaluator a statement of the lesson objective(s), including strategies that will be used during the observation period.

~~(c) (c)~~—If the evaluator finds the classroom performance meets or exceeds standards, the evaluator shall inform the evaluatee of such in the form of an informal memo or conference.

~~(d) (d)~~—A follow-up conference between the evaluatee and the evaluator shall occur within five (5) ~~workdays~~work days following a classroom observation if the evaluator has noted deficiencies.

~~(e) (e)~~—If more than three (3) formal observations are needed, the evaluatee shall receive written notification stating specific concerns and the need for remediation.

2. ~~2.~~Informal Classroom Visitations

—Nothing herein is intended to preclude an evaluator from making classroom visitations in addition to those described above.



K. ~~K.~~ Prior to any written evaluation in which the employee's performance does not meet standards of performance, specific recommendations for improvement shall be made to the employee in writing and sufficient time for improvement shall be provided. The employee's evaluator should provide direct assistance to the employee in correcting any noted deficiencies in the performance of the employee. Such assistance could include peer observation and counseling.

L. ~~L.~~ The employee being evaluated shall sign and be given a copy of the evaluation made on the employee's performance. The signing of the report shall not necessarily indicate that the employee is in agreement with the evaluation, but only that the employee has received it. The employee shall have the right to have attached to the copy of evaluation, which is placed in the employee's personnel file, any written comments the employee desires.

### **Section 2 - Commission on Professional Competence—**

The District shall release employees who are chosen to serve on a Commission on Professional Competence in accordance with the Education Code.

### **Section 3 - Criticism of Employees—**

Under normal circumstances, no employee shall be reprimanded in front of students or in public, and no employee shall criticize an administrator in front of students.

### **Section 4 - Required Areas of Evaluation—**

Each area in the evaluation process is illustrated by elements. These elements are not intended as all inclusive, nor are they expected to be addressed in all evaluations, but are a point of reference and provide a direction under each of the main headings in Article XIII, Section 1, ~~F & G.~~ ~~Preschool/Headstart Program Teachers will be evaluated in accordance with program requirements.~~ G &

A.—H. Preschool/Headstart Program Teachers will be evaluated in accordance with program requirements.

#### A. Non-Teaching Staff

##### 1. ~~1.~~ Adherence to Established Procedures

(a) ~~(a)~~ Implements developed services and programs

(b) ~~(b)~~ Plans for and implements school-wide procedures and Board policy

(c) ~~(c)~~ Maintains required records accurately and in a timely manner

(d) ~~(d)~~ Follows appropriate channels on school and district matters

~~2.~~ ~~2.~~ Fulfillment of Responsibilities to Students, Parents, and Staff

~~(a)~~ ~~(a)~~ Assists other staff with identified student needs

~~(b)~~ ~~(b)~~ Completes tasks and carries out responsibilities in a timely manner

- ~~(c)~~ \_\_\_\_\_ ~~(e)~~ —Is accessible to staff, students, and parents
- ~~(d)~~ ~~(d)~~ —Communicates effectively with parents, students, and staff
- ~~(e)~~ \_\_\_\_\_ ~~(e)~~ —Discreet in the use of confidential information
- ~~(f)~~ \_\_\_\_\_ ~~(f)~~ —Works cooperatively with staff

3. ~~3.~~ —Demonstrated Knowledge and Skills of the Assignment

- ~~(a)~~ ~~(a)~~ —Maintains current knowledge related to assignment and utilizes in the best interest of students
- ~~(b)~~ ~~(b)~~ —Demonstrates knowledge related to assigned responsibilities
- ~~(c)~~ ~~(e)~~ —Plans work systematically throughout the year
- ~~(d)~~ ~~(d)~~ —Fulfills adjunct duties and responsibilities

B. Teaching Staff

**STANDARD I**

1. ~~1.~~ —Engaging and Supporting All Students in Learning

- 1.1 Connecting students' prior knowledge, life experience, and interests with learning goals
- 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs
- 1.3 Facilitating learning experiences that promote autonomy, interaction and choice
- 1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful
- 1.5 Promoting self-directed, reflective learning for all students

**STANDARD II**

2 Creating and Maintaining Effective Environments For Student Learning

- 2.1 Creating a physical environment that engages all students
- 2.2 Establishing a climate that promotes fairness and respect
- 2.3 Promoting social development and group responsibility
- 2.4 Establishing and maintaining standards for student behavior
- 2.5 Planning and implementing classroom procedures and routines that support student learning
- 2.6 Using instructional time effectively

**STANDARD III**

3. Understanding and Organizing Subject Matter For Student Learning

- 3.1 Demonstrating knowledge of subject matter content and student development

3.2 Organizing curriculum to support student understanding of subject matter

- 3.3 Interrelating ideas and information within and across subject matter areas
- 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter
- 3.5 Using materials, resources and technologies to make subject matter accessible to students

#### **STANDARD IV**

4. Planning Instruction and Designing Learning Experiences For All Students
  - 4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs
  - 4.2 Establishing and articulating goals for student learning
  - 4.3 Developing and sequencing instructional activities and materials for student learning
  - 4.4 Designing short-term and long-term plans to foster student learning
  - 4.5 Modifying instructional plans to adjust for student needs

#### **STANDARD V**

5. Assessing Student Learning and Progress
  - 5.1 Establishing and communicating learning goals for all students
  - 5.2 Collecting and using multiple sources of information to assess student learning
  - 5.3 Involving and guiding all students in assessing their own learning
  - 5.4 Using the results of assessments to guide instruction
  - 5.5 Communicating with students, families and other audiences about student progress
  - 5.6 Demonstrating progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures

#### **STANDARD VI**

6. Developing as a Professional Educator
  - 6.1 Reflecting on teaching practice and planning professional development
  - 6.2 Establishing professional goals and pursuing opportunities to grow professionally
  - 6.3 Working with communities to improve professional practice
  - 6.4 Working with families to improve professional practice
  - 6.5 Working with colleagues to improve professional practice
  - 6.6 Adhering to district and school professional standards

## ARTICLE XIV -- PERSONNEL FILES

### Section 1 -- Filing Procedures--

The District shall not base any adverse action against an employee upon materials originated or received by the District ~~which~~that are not contained in such employee's personnel file. Notwithstanding the foregoing, materials from law enforcement agencies related to offenses that are in violation of Education Code sufficiently serious to cause suspension from duty shall be relevant and admissible in actions initiated by the District against such employee.

### Section 2 -- Derogatory Material--

An employee shall be provided any derogatory material before it is placed in the employee's personnel file. An employee shall also be given an opportunity to prepare a written response to such material. The written response shall be attached to the material.

### Section 3 -- Inspection--

Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such employee's personnel file.

### Section 4 -- Identification--

The person or persons who draft and place material in an employee's personnel file shall be identified by name on the material. The date ~~on which such~~the material was drafted must be indicated.

### Section 5 -- Log--

The District shall keep a log indicating the persons who have requested to examine a personnel file, excluding employees of the ~~Human Resources Office~~Department of Personnel, as well as the dates such requests were made. Such log shall be available for examination by the employee or Association representative, if so authorized by the employee.

### Section 6 -- Access--

The District shall maintain the employee's personnel files at the District's central office. Access to personnel files shall be limited to the District on a need-~~to~~-know basis.

### Section 7 -- Positive Material--

When an employee is requested by the District to write or produce curriculum materials or holds status as a Mentor Teacher, the employee may have placed in the employee's personnel file a self-~~prepared~~ summary of the employee's work. Upon the employee's request, the ~~supervisor's~~site administrator involved in the request that the work be performed, shall approve and initial the employee's self-~~prepared~~ summary before it is placed in the employee's personnel

| file.

## ARTICLE XV -- TRANSFERS

### Section 1 -- Definition--

Transfer shall mean a change of employee assignment that results in a change of the employee's assigned ~~worksite~~work site without a change in classification. Transfers may be either voluntary or involuntary.

### Section 2 -- Voluntary Transfers:

A. ~~A.~~ A voluntary transfer is one ~~which~~that is sought by an employee. Qualifications for the position being equal, when a position is being filled by transfer, priority shall be given to the senior employee within the District.

B. ~~B.~~ The filing of a request for transfer shall not jeopardize the employee's current assignment. A request for transfer may be withdrawn by the employee at any time, unless a commitment for replacement has been made by the District.

C. ~~C.~~ If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial in writing.

D. If a voluntary transfer occurs during the school year, the District shall provide the employee with up to two (2) ~~workdays~~work days of release time to move and prepare for the new assignment. This section does not apply to voluntary transfers that take place during the summer break or off-duty days (CSP-), as referenced in Article XXV, which is suspended.

E. Voluntary transfers during the school year are not available to probationary, categorical, and other temporary ~~bargaining unit members~~employees until they have been employed at least two (2) complete consecutive school years in the District. An eligible ~~bargaining unit member~~employee may be granted a voluntary transfer only once per school year, regardless of whether the transfer is effective at the beginning of or during that school year.

F. Voluntary transfers are not available to ~~a bargaining unit member~~an employee whose overall performance level on their most recent evaluation has been marked does not meet standards of performance. This restriction may be waived upon mutual agreement of the District and the Association.



### **Section 3 -- Involuntary Transfers.**

A. ~~A.~~ An involuntary transfer is any transfer not sought by the employee transferred. Such transfers shall not be punitive or disciplinary in nature. They shall be based exclusively on the legitimate educational related needs of the District.

B. ~~B.~~ The District may make involuntary transfers at any time for only the following reasons:

1. ~~1.~~ Declining enrollment.
2. ~~2.~~ Fluctuations in pupil enrollment. An overstaffed or surplus situation may be deemed to exist when the number of teachers present in a given school, after the beginning of the school year, exceeds the ratios established by Article XII (~~Staffing~~-Class Size).
3. ~~3.~~ Requirements of the District's Affirmative Action program.
4. ~~4.~~ Performance renewal—~~A teacher.~~ An employee may be involuntarily transferred no more than once every three (3) years in order to improve performance, if the deficiencies in performance have been reflected in the most recent official written evaluation of the ~~teacher~~employee.
5. ~~5.~~ Certification adjustment—~~A teacher.~~ An employee may be transferred if it is determined that the assignment is in violation of credential authorization or No Child Left Behind provisions.
6. ~~6.~~ The educational needs of the District are limited to the following: the District's Bilingual Program requirements, categorically~~--~~funded program requirements, Special Education Program requirements, and changes in graduation requirements.

C. ~~C.~~ In making involuntary transfers, seniority and the wishes of the individual ~~teacher~~employee will be honored to the extent that these considerations do not conflict with the criteria in Section ~~3(B)~~3B above.

D. ~~D.~~ At least five (5) days prior to making an involuntary transfer, the District shall inform the employee in writing of District intent to transfer the employee and the reasons for the intended transfer.

E. ~~E.~~ 1. The District shall provide an involuntarily transferred ~~teacher~~employee with up to two (2) ~~workdays~~work days of release time, at ~~teacher~~employee request, to move and prepare for the new assignment. This will apply during the work year and to any such transfer where the employee is notified within five (5) days of the commencement of such work year. The District shall transport the ~~teacher's~~employee's materials to the new ~~worksite~~work site.

2. Upon request, the District shall provide ~~a teacher~~an employee up to one (1) ~~workday~~work day of released time when the ~~teacher~~employee is given a permanent reassignment of room during the school year.

F. F.—Employees to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies, if such vacancies exist. Such employees, if qualified, shall have preference over those employees seeking voluntary transfer, in regard to choice among those positions ~~which~~that are vacant.

G. G.Prior to making an involuntary transfer, the District shall first ask for qualified volunteer(s). In the event a transfer is effectuated under this provision, Section ~~3(E)~~3E shall be applicable and these volunteers shall be included under the provisions of Section ~~3(F)~~3F.

H. H.If possible, an involuntary transfer of the same individual shall not occur more than once every three (3) years. This provision shall take precedence over Section ~~3(C)~~3C above.

I. I.Involuntary transfers are not available to ~~a bargaining unit member~~an employee whose overall performance level on their most recent evaluation has been marked does not meet standards of performance. This restriction may be waived upon mutual agreement of the District and the Association.

#### **Section 4 -- Administrative Transfers.—**

Under extraordinary circumstances, after conferring with the employee and the Association, the Superintendent or Superintendent's designee may transfer an employee for reasons other than the criteria in Section ~~3(B)~~3B above. Such transfers shall be limited to no more than two (2) occurrences in any school year, and shall not be for punitive or disciplinary reasons. The provisions of Sections ~~3(D), 3(E), 3D, 3E~~ and ~~3(F)~~3F shall apply when effectuating an administrative transfer.

#### **Section 5 -- Posting of Vacancy Notices.—**

Vacancy notices for any positions included in the bargaining unit covered by this Agreement shall be posted at each ~~worksite~~work site on the Association bulletin board prior to filling the vacancy. This provision will apply for the regular ~~September-June~~ academic year at traditional sites, and will apply year- round at CSP sites. Vacancy notices published during the summer will be available ~~in~~on the ~~Human Resources Office for perusal. During the summer recess, until July 15, such notices shall be mailed to the home address~~Department of any employee who ~~has filed a request for transfer and has submitted a written request for such notices~~Personnel website.

**Section 6 - Assignment/Reassignment.**

A. ~~A.~~ Assignment means the subject, grade level, track, classes, and/or duties ~~a unit member~~ an employee is designated to perform by his/her immediate supervisor.

B. ~~B.~~ Reassignment means a change of assignment within a school.

C. ~~C.~~ Involuntary Reassignment.

1. ~~1.~~ ~~Unit members~~ An employee may be involuntarily reassigned when it is deemed necessary by the ~~immediate supervisor.~~ site administrator. An involuntary reassignment shall be based upon the following criteria:

(a) ~~(a)~~ — The demonstrated needs and efficient operation of the school and/or program.

(b) ~~(b)~~ — The qualifications, including the experience and recent training of the ~~unit member~~ employee.

(c) ~~(c)~~ — ~~Unit member~~ Employee certification and authorization.

(d) ~~(d)~~ — The preferences of the ~~unit member~~ employee.

2. ~~2.~~ Involuntary reassignments shall not be made for punitive reasons.

3. ~~3.~~ Involuntary reassignment between primary (K-3) and intermediate (4-6) grades or interdepartmental reassignments shall be for legitimate reasons only.

4. ~~4.~~ When a grade level change is made that is more than two (2) grade levels above or below current assignment, the District shall provide that ~~teacher~~ employee with two (2) days of release time to observe in other classes of similar assignment within a mutually agreed upon time or to conduct other preparation activities.

D. ~~D.~~ Tentative elementary grade level assignments shall be received no later than May ~~15<sup>th</sup>~~ 15 of the current school year. Secondary tentative assignments for the next school year shall be received no later than August ~~1<sup>st</sup>~~ 1.

## ARTICLE XVI – LEAVES

### Section 1 -- ~~Leave Provision.~~

The benefits ~~which~~that are expressly provided by Article XVI are the sole leave benefits ~~which~~that are part of this ~~collective bargaining~~ Agreement.

### Section 2 -- Definitions.

A. ~~A.~~ "Paid Leave of Absence" means that an employee is entitled to receive ~~wage~~wages and fringe benefits except as otherwise noted in this Agreement. Employees who are granted a ~~paid leave~~Paid Leave of ~~absence~~Absence for a semester or less will be returned to the assignment held by the employee prior to the commencement of the leave. Employees who are granted a ~~paid leave~~Paid Leave of ~~absence~~Absence for more than a semester will be returned to a position of like status and benefits. Employees on paid leave will receive credit for annual salary increments provided during this leave.

B. ~~B.~~ "Unpaid Leave of Absence" means that an employee shall not receive wages and fringe benefits during the period of leave. However, the District will continue health benefits only, for thirty (30) days beyond the date ~~on which~~that the unpaid leave commences. After thirty (30) days, payments for health benefits by the District will cease. Employees who are granted unpaid leaves for more than a semester will be returned to a position of like status and benefits upon completion of procedures indicating the willingness of the employee to return. Employees on unpaid leaves will not receive credit for annual salary increments provided during the leave.

C. ~~C.~~ ——— Employees who no longer have any sick leave benefits, and ~~who~~ have failed to request a leave and are on an unpaid status, shall not receive wages and fringe benefits during their period of unpaid status. However, the District will continue health benefits only for thirty (30) days beyond the date that the unpaid status commences. After thirty (30) days, payments for health benefits by the District will cease. Employees on unpaid status will not receive credit for annual salary increments provided during this period.

D. ~~D.~~ At least two (2) weeks prior to the end of any unpaid leave of thirty (30) or more calendar days, the employee on leave must submit in writing to the ~~Human Resources~~Department of Personnel Office notice of the employee's intent to return to work, or a request for further leave, or a letter of resignation.

### **Section 3 -- Sick Leave.**

A. ~~A.~~ All employees employed on a ten- ~~(10)~~ month basis shall earn ten (10) days of ~~sick leave~~ Sick Leave per school year. Employees on eleven (11) month contracts shall earn eleven (11) days ~~sick leave~~ of Sick Leave per year; and those employees on a twelve (12) month contract shall earn twelve (12) days of ~~sick leave~~ Sick Leave per year.

B. ~~B.~~ A regular employee serving as a summer school employee for no less than fourteen (14) days shall receive one (1) additional day of ~~sick leave~~ Sick Leave per year if employed for a full summer school day or one-~~half~~ ~~(1/2)~~ (1/2) additional day if employed for one-~~half~~ ~~(1/2)~~ (1/2) a summer school day or half of the session. Counselors shall receive one (1) additional ~~sick leave~~ Sick Leave day per year if employed not less than fifteen (15) days beyond their regular work year.

C. ~~C.~~ Summer School: Summer school employees may not use more than one (1) day of ~~sick leave~~ Sick Leave during the summer session and will not be eligible for any other leaves in this Article. Unused summer ~~sick leave~~ Sick Leave shall be credited to the employee's regular sick leave balance.

D. ~~D.~~ Sick ~~leave~~ Leave shall be cumulative.

E. ~~E.~~ On the first day of every school year, every employee shall receive a ~~sick leave~~ Sick Leave allotment credit equal to the employee's ~~sick leave entitlement~~ Sick Leave entitlement for the school year. An employee may use such credited ~~sick leave~~ Sick Leave at any time during the school year.

F. ~~F.~~ Employees who work less than full-time (day or year) shall earn ~~sick leave~~ Sick Leave on a basis proportional to that of a full-~~time~~ time employee in a similar position.

G. ~~G.~~ Accrued ~~sick leave~~ Sick Leave shall be reduced only for time lost wherein the employee would otherwise be required to render service to the District.

A.H. ~~H.~~ —The District may require a physician's statement when an employee is absent for six (6) or more consecutive days. When such verification is required of a ~~sick leave~~ Sick Leave less than six (6) days, the District may only require the verification for good cause. In those cases where an employee is aware that ~~such employee~~ he/she will be absent for twenty (20) days or more, the employee shall notify the ~~immediate supervisor~~ site administrator of the situation and provide the District with a statement from the employee's

physician confirming the disability and prognosis and an estimate of the anticipated term of absence. When that term is indefinite, a subsequent statement may be required by the District. In such cases and prior to the employee's return to ~~such~~employee's~~his/her~~ assignment, a statement from the physician verifying the employee can return to the

employee's assignment, without detriment to health, must be submitted to the ~~immediate supervisor~~site administrator upon return of duty. The ~~supervisor~~site administrator will forward the information to the ~~Human Resources~~Department of Personnel Office. At District expense, the District may require a statement from a physician of its choice verifying the employee's ability to perform the tasks entailed in the employee's assignment.

~~I. I.~~—An employee who uses ~~sick leave~~Sick Leave, in order to keep an appointment with a physician or dentist, will have the time absent charged to ~~sick leave~~Sick Leave unless the time absent is after the time of the last regularly scheduled student dismissal during a normal school day, or is prior to the beginning of the regular school day or in the last hour of a non-~~instructional~~ employee's ~~workday~~work day. Such leave shall not interfere with regularly scheduled faculty meetings or duty responsibilities, and the employee shall notify the ~~supervisor~~site administrator in advance of such an appointment. The District may only require verification of the employee's attendance at the appointment for good cause.

~~J. J.~~—An employee may utilize ~~sick leave~~Sick Leave for disabilities caused or contributed to by pregnancy and recovery ~~there from~~.

~~K. K.~~—If an employee is quarantined by the County or City Health Department of his/her county or city of residence because of the illness of another person, the absence shall be a paid leave and shall not be charged to ~~sick leave~~Sick Leave. In all other circumstances involving quarantine, the employee shall use ~~sick leave~~Sick Leave. In all cases, the District shall require that the employee provide written verification of quarantine and the dates thereof from the controlling agency. Without such verification, the absence may be unpaid.

~~L. L.~~—The District shall provide each employee with a written statement of the employee's total accrued ~~sick leave~~Sick Leave, including the ~~sick leave~~Sick Leave entitlement for the school year. Such statement shall be provided no later than November 1 of each school year.

~~M. M.~~—When an employee has used all or a portion of the ~~sick leave~~Sick Leave allowable and subsequently fails to serve the District for the full school year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay times the number of ~~sick leave~~Sick Leave days used but unearned.



#### N. ~~N.~~ Extended Illness Leave

1. During each school year, when ~~a bargaining unit member~~ an employee has exhausted all available ~~sick leave~~ Sick Leave, including all accumulated ~~sick leave~~ Sick Leave and continues to be absent from his-~~or~~-her duties on account of illness or accident for an additional period of five (5) school months, whether or not the absence arises out of or in the course of the employment of the ~~bargaining unit member, employee,~~ the amount deducted from the salary due him-~~or~~-her for any of the additional five (5) months, in which the absence occurs, shall not exceed the amount paid for a substitute employee, employed to fill his-~~or~~-her position during ~~this or his~~ her absence, but in no case shall this amount be less than fifty ~~per cent~~ percent (50%) of the ~~employee's~~ employee's regular salary.
2. For purpose of ~~section one~~ Section 1 above:
  - (a) The ~~sick leave~~ Sick Leave, including accumulated ~~sick leave~~ Sick Leave, and this five (5) month period shall run consecutively.
  - (b) ~~A bargaining unit member~~ An employee shall not be provided more than one five (5) month period per illness or accident. However, if a school year terminates before the five- (5) month period is exhausted, the ~~bargaining unit member~~ employee may take the balance of the five- (5) month period in the subsequent school year.
3. This ~~section~~ Section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District.
4. When ~~a bargaining unit member~~ an employee has exhausted all available ~~sick leave~~ Sick Leave, including accumulated ~~sick leave~~ Sick Leave, and continues to be absent on account of illness or accident for a period beyond the five- (5) month period provided pursuant to Ed. Code #44977, and the ~~member~~ employee is not medically able to resume the duties of his-~~or~~-her position, the ~~member~~ employee shall, if not placed in another position, be placed on a re-employment list of twenty-four (24) months, if the ~~member~~ employee is on probationary status, or for a period of thirty-nine (39) months if the ~~member~~ employee is on permanent status. When the ~~bargaining unit member~~ employee is medically able, during the ~~twenty-four~~ (24) or ~~thirty-nine~~ (39) month period, the ~~member~~ employee shall be returned to employment in a position for which he-~~or~~-she is credentialed and qualified. The ~~twenty-four~~ (24-) month or ~~thirty-nine~~ (39-) month period shall commence at the expiration of the five ~~4-~~ (5) -month period provided pursuant to Ed. Code #44977.

#### **Section 4 -- Industrial ~~Illness and Accident~~ or Illness**

Employees shall be granted paid leave for absences caused by ~~industrial accidents or illnesses~~. Industrial Accidents or Illnesses. Employees are covered by Workers' Compensation Insurance for any injury or illness arising out of, and in the course of, their employment.

A. ~~A.~~ Total allowable ~~leave~~Leave shall be sixty (60) days during which the schools are required to be in session or when the employee would otherwise have been performing work for the District.

B. ~~B.~~ Leave will begin on the first day of absence after the date of injury.

C. ~~C.~~ Industrial ~~injury/illness leave~~Accident or Illness Leave must be authorized in writing by a physician.

D. ~~D.~~ Industrial ~~accident/illness~~Accident or Illness leave shall be reduced by one (1) day for each day of authorized absence.

E. ~~E.~~ An employee shall be deemed to have recovered from an ~~industrial accident/illness~~Industrial Accident or Illness and thereby able to return to work with reasonable accommodation at such time as the attending physician verifies there has been a recovery. The District, at its own expense, may request the opinion of another physician.

F. ~~F.~~ During the first sixty (60) days of ~~industrial injury/illness leave~~Industrial Accident or Illness Leave, the injured employee shall be paid his full salary.

G. ~~G.~~ When an ~~industrial accident/illness leave~~Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused ~~leave~~Leave due such employee for the same illness or injury.

H. ~~H.~~ When entitlement to ~~industrial accident leave~~Industrial Accident or Illness Leave has been exhausted, all ~~sick leave~~Sick Leave benefits accrued as an employee may commence, in accordance with this Agreement.

I. ~~I.~~ Following the expiration of the ~~sixty (60-)~~ day Industrial Accident or Illness Leave, regular ~~sick leave~~Sick Leave may be used. If the employee receives ~~workers' compensation~~Workers' Compensation benefits while on ~~sick leave~~Sick Leave, such employee will receive that portion of ~~sick leave~~Sick Leave pay which, when added to the temporary disability benefit, will equal the employee's regular salary.

A.J. ~~J.~~ — During periods of ~~injury~~accident or illness, any employee receiving benefits as a result of this ~~section~~Section shall remain within the State of California. Approval for travel outside the state must

be obtained from the District. Failure to obtain such approval may result in a loss of benefits as provided in this ~~section.~~ Section.

~~K.~~ K. An employee report of ~~industrial accident~~ Industrial Accident or ~~illness~~ Illness must be on file in the ~~Human Resources~~ Department of Personnel Office.

~~L.~~ L. Modified Work Program. When an employee with an ~~industrial accident~~ Industrial Accident or ~~injury~~ Illness is determined by the attending physician to be able to return to work with restrictions, the following shall occur:

- ~~1.~~ 1. A conference will be held to include the employee, the employee's ~~supervisor~~ site administrator and a representative of the ~~District Employee Services~~ Risk Management Office to determine if the employee can return to his/her regular job within the restrictions. ~~A RCTA~~ An Association representative shall be present if requested by the employee.
- ~~2.~~ 2. If it is determined by the ~~Administrator, Employee Services, site administrator and Risk Management~~ that the employee cannot perform his/her regular assignment, consideration will be given to a modified position within the restrictions at the regular work site, ~~which that~~ the employee could fill on a temporary basis.
- ~~3.~~ 3. Should no appropriate assignment be available at the employee's regular ~~work site~~ work site, a temporary assignment within the restrictions will be identified elsewhere in the District for the employee. The employee shall be entitled to twenty-four (24) hours notice prior to beginning an assignment. A different assignment on the following work day would only require notification prior to the end of the current ~~work day~~ work day.
- ~~4.~~ 4. Refusal of an assignment within the physician's restrictions will stop leave eligibility if the assignment is the same as the employee's regular assignment.
- ~~5.~~ 5. The employee shall not be required to work a temporary assignment if it is for less than the employee's regular assignment.
- ~~6.~~ 6. The employee shall be paid the same rate of pay as though the employee was working the employee's normal assignment.
- ~~7.~~ 7. The Modified Work Program will be ~~reduced to writing~~ written and signed by all parties.

## **~~Section 5 -- Health Leave.~~**

A. ~~A.~~ An employee shall be granted a leave of absence without pay for reasons of health. Such leave will be for a period no longer than one (1) year. A Statement of Need by a physician is required with the written request. The District may obtain, at District expense, the opinion of a physician chosen by the District. Probationary or ~~tenure~~ permanent status

of an employee requesting Health Leave will not be affected if the provisions for request are fulfilled. An

employee may be granted, upon request, a shorter period of leave if such is considered by the District to be in its interest, and such leave is consistent with the Statement of Need.

B. ~~B.~~The employee shall notify the District of the employee's intended return date at least two (2) weeks in advance of the expiration date of the leave. Failure to provide such notice may be cause for termination.

C. ~~C.~~The request to return from a Health Leave shall be accompanied by a statement from the employee's physician indicating that the employee can return to full-time employment without detriment to the employee's health. The District may request, at District expense, the opinion of a physician chosen by the District.

D. ~~D.~~An employee on Health Leave for twelve (12) months or more shall be placed on a ~~reemployment-re-~~ employment list at the expiration of the Health Leave. Such an employee will remain eligible for ~~reemploymentre-employment~~ re-employment for thirty-nine (39) months. At the end of that period, the employee's employment rights shall end. Should the employee be able to return to work during the thirty-nine (39) month period, the employee will be returned to regular status, upon request, at the beginning of the next school year, or earlier if a position exists for which the employee is qualified.

### **Section 6 -- Maternity Leave--**

Absence from the job for disabilities caused or contributed to by pregnancy and recovery ~~there from~~ are treated the same as any other short-term or long-term temporary disability or illness.

A. ~~A.~~Pregnant employees do not need to provide the District with a physician's statement to remain on the job at any time prior to childbirth, unless the employee's performance of duties is affected by her condition.

B. ~~B.~~Paid Sick Leave may be used for absence due to pregnancy. Absence preceding childbirth which exceeds six (6) days may require a physician's statement. Absence for six (6) weeks or less following the birth does not require a physician's statement; absence which exceeds six (6) weeks will require a physician's statement for the employee to continue to be eligible for sick leave status. If accrued ~~sick leave~~ Sick Leave is exhausted during the period of sick leave eligibility, the employee will receive extended sick leave benefits of not less than half pay.

A.C. ~~C.~~ For normal pregnancy, most physicians release employees to return to work no later than six ~~(5)(6)~~ ~~(6)~~ weeks after childbirth. Generally, in the absence of a physician's statement that the

employee's condition would prevent her from returning to work, the ~~Human Resources~~Department of Personnel Office will assume that six (6) weeks after childbirth the employee is no longer "disabled" and is, therefore, no longer eligible for sick leave benefits. Should the employee wish to remain off work for a longer period of time for such purposes as child rearing, nursing, illness of the child and the like, an application for Parenthood Leave, which is an unpaid leave, should be submitted to the ~~Human Resources~~Department of Personnel Office. Such leave is normally granted for not less than a semester or for the remainder of the semester in which it begins. An application for Parenthood Leave prior to childbirth should request that the leave begin "at the expiration of sick leave benefits."

### **Section 7 -- Parenthood Leave.**

~~A.~~ A. At any time during the eight (8) months prior to becoming a parent or within thirty (30) days thereafter, an employee who is not eligible for or does not wish to use ~~sick leave~~Sick Leave for pregnancy may be granted an unpaid leave of absence under this ~~section~~Section. The employee's request shall be made in writing at least ten (10) school days prior to the anticipated starting date of the leave.

~~B.~~ B. A leave under this section shall normally be granted for not less than a full semester or for the remainder of the semester in which the request is filed. The District may grant a shorter leave when requested by the employee.

~~C.~~ C. If an employee is granted leave under this ~~section~~Section and, after the leave is granted, the employee desires to return to work prior to the end of the leave, the employee may request immediate reinstatement to a position of like status and benefits. The District shall grant such a request when there is a vacancy for which the employee is deemed qualified by the District. At the time the leave would normally have ended, the employee shall be reassigned to the position held at the time the leave was granted, provided that the staffing at the previous school has not been reduced.

### **Section 8 -- Adopting Parents Leave.**

Once ~~a bargaining unit member~~an employee has legal custody of an adopted child, he ~~or~~/she may use up to six (6) consecutive weeks of accrued ~~sick leave~~Sick Leave to bond with the child. If two ~~bargaining unit members~~employees are parents of the adopted child, only one is eligible for Adopting Parents Leave. Additional parental leave may be taken through Section 7 above.



**Section 9 -- Disability Leave:**

A. ~~A.~~ Any employee receiving a disability allowance from the State Teachers' Retirement System shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) month period, the employee's employment rights will end.

B. ~~B.~~ If, during the thirty-nine (39) month period, the STRS determines that the disability no longer exists, the employee will be returned to regular status upon request at the beginning of the next school year.

**Section 10 - Family Care and Medical Leave**

The District shall comply with the requirements of the State ~~and Family Care and Medical Leave (CFRA) and~~ Federal Family Care and Medical Leave ~~Acts~~ Act (FMLA) pursuant to applicable State and Federal laws. The interpretation and implementation of these ~~Family Care and Medical Leave (FCML)~~ FMLA provisions shall not diminish any ~~contract~~ contractual benefits afforded all eligible employees.

**Section 11 -- Bereavement Leave:**

A. ~~A.~~ A leave of absence with pay and without deductions from accumulated ~~sick leave~~ Sick Leave, not to exceed four (4) days, shall be granted to an employee when any member of the employee's immediate family dies. In the event of the death of an employee's spouse or dependent child, ~~said~~ leave shall be five (5) days. Two (2) additional days will be granted to an employee if travel of more than 200 miles one way or out of California is required because of the death of any member of the employee's immediate family.

B. ~~B.~~ Any additional days requested beyond those provided by the ~~bereavement leave~~ Bereavement Leave policy must be handled through the provisions under the section ; "Personal Necessity Leave."

C. ~~C.~~ 1. "Immediate Family" means those relatives or step-relatives bearing the following relationships to the employee claiming Bereavement Leave or to the employee's spouse or registered domestic partner.

Mother	Son	Brother	Grandparent	Grandchild
Father	Daughter	Sister	Aunt	Uncle
Spouse/Registered Domestic Partner	Niece	Nephew	Step Child	Son-in-law
Mother-in-law	Father-in-law	Sister-in-law	Brother-in-law	Daughter-in-law

2. Any person living in the employee's household shall be deemed to be a member of the immediate family.

~~D.~~ ~~D.~~—An employee may request approval from the ~~Human Resources~~Department of Personnel Office for ~~bereavement leave~~Bereavement Leave to be used in relation to the death of relatives not designated as immediate family. The decision of the ~~Human Resources~~Department of Personnel Office to grant or deny such approval shall be final.

## **Section 12 -- Personal Necessity Leave.**

A regular full-time ~~teacher~~employee may elect to use his/her annual ~~accumulative illness or injury leave~~accumulated Sick Leave, not to exceed seven (7) days per school year.

~~A.~~ ~~A.~~ Personal Necessity shall include any of the following:

- ~~1.~~ ~~1.~~—The death or illness of a member of the employee's immediate family.
- ~~2.~~ ~~2.~~—An accident involving the employee's property or the person or property of a member of the employee's immediate family.
- ~~3.~~ ~~3.~~—Imminent danger to the home of an employee.
- ~~4.~~ ~~4.~~—An appearance of the employee in court as a litigant or as a witness under an official order.
- ~~5.~~ ~~5.~~—Recognized days of observance of an employee's personal faith.
- ~~6.~~ ~~6.~~—Attendance at the memorial service or funeral of a fellow employee when such service is scheduled during a regular ~~workday~~work day.
- ~~7.~~ ~~7.~~—Attending the high school or college graduation, or the middle school promotion of the employee's child, not to exceed one (1) day. Two ~~(2)~~ additional days will be granted to an employee if travel of more than ~~two hundred (200)~~ miles one way or out of California is required.
- ~~8.~~ ~~8.~~—The birth or adoption of a child.
- ~~9.~~ ~~9.~~—Other ~~personal necessity~~Personal Necessity must be approved by the site administrator and ~~Human Resources~~Department of Personnel.

~~B.~~ ~~B.~~—Limits and Conditions: The following limits and conditions are placed upon allowing a ~~personal necessity leave~~Personal Necessity Leave and ~~personal necessity leave~~Personal Necessity Leave pay:

- ~~1.~~ ~~1.~~—The days allowed shall be deducted from and may not exceed the number of ~~full-pay days~~ paydays of ~~sick leave~~Sick Leave to which the employee is entitled.
- ~~2.~~ ~~2.~~—Personal ~~necessity leave~~Necessity Leave shall not be granted during a scheduled vacation or a leave of absence.
- ~~3.~~ ~~3.~~—Payment for such absence shall be made only upon completion of a written report by the employee to the District stating that the absence was due to a situation designated as a personal necessity within the meaning of this section. The District may

deny the employee's request if the leave was not a personal necessity within the meaning of this section.

c. —

### **Section 13 - Personal Business Leave**

~~÷~~ Employees shall be eligible to use up to four (4) days of unrestricted ~~personal business leave~~ Personal Business Leave per each school year, to be deducted from any available ~~sick leave~~ Sick Leave days accrued.

Employees shall be required to give the District reasonable advance notice to use such ~~personal business leave~~ Personal Business Leave. Such days shall not be used to extend holidays or scheduled recesses, on track change days as referenced in Article XXV, which is suspended, or on any student release day.

### **Section 13-14 - Unpaid Personal Leave.**

A. ~~A.~~ The District may grant an unpaid leave of absence of a year or less to a ~~tenured~~ permanent employee requesting such leave for personal reasons if the reasons stated are considered valid by the District. The decision of the District shall be final.

B. ~~B.~~ Application for an unpaid leave of absence of any length must be made to the Human Resources ~~Department of Personnel~~ Office. An employee who accepts a position in another district while on unpaid leave may be terminated.

C. ~~C.~~ An employee granted an ~~unpaid personal leave~~ Unpaid Personal Leave by the District may purchase any insurance plan he/she has in force the day before the leave begins unless the carrier of the employee's insurance plan prohibits such sale. The period for which such purchase may be made shall be subject to the carrier's limitations.

### **Section 14-15 - Jury Duty Leave.**

When an employee is on jury duty, that employee shall receive his/her regular earnings, provided that the employee reimburse to the District the jury duty fees received by the employee. The employee may retain any mileage reimbursement. The employee will be released from work without loss of pay for the required hours of jury service. When an employee is selected to serve on a jury, which is expected to serve for more than two (2) weeks, the District will make reasonable efforts to secure an appropriate substitute who will serve for such period in an attempt to provide continuity for the class assigned to the teacher on leave. If an employee is serving jury duty and has been released for part of a day, the employee shall report immediately to his-~~or~~-/her supervisor site administrator and continue service for the remainder of the ~~workday~~ work day, unless such release is after 1:30 p.m. The District and the Association shall recommend to all District employees that they request that jury duty service be deferred to non-work days.

**Section ~~15-16~~ - Court Appearance Leave.**

- ~~A. A.~~ Employees An employee subpoenaed by the court as a witness in any court action involving the ~~district~~ District, or subpoenaed as a witness because of their District duties, shall suffer no loss of compensation for the time they are required by the court to be away from their District assignment.
- ~~B. B.~~ An employee subpoenaed by the court as a witness in a case that is not directly related to the employee's employment in the ~~school-district~~ District shall, upon request, be granted ~~personal-necessity-leave~~ Personal Necessity Leave. When ~~personal-necessity-leave~~ Personal Necessity Leave has been exhausted, the cost of a substitute shall be withheld from the employee's pay for each day the court requires that the employee absent himself/herself from work.
- ~~C. C.~~ An employee who is either a plaintiff or a defendant in a case ~~which~~ that does not involve the District shall be granted ~~personal-necessity-leave~~ Personal Necessity Leave to appear in court as required by law. When ~~personal-necessity-leave~~ Personal Necessity Leave has been exhausted, the employee shall be granted unpaid leave to appear in court as required by law.
- ~~D. D.~~ Employees An employee who appear as litigants against the District in any court action will be granted unpaid leave.
- ~~E. E.~~ Employees An employee appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such appearances in court cause the ~~employees~~ employee to be absent from work.

**Section ~~16-17~~ - Conference Attendance Leave.**

- ~~A. A.~~ The District shall attempt to provide employees with paid leave for purposes of attendance at conferences related to the improvement of job performance. The amount of such leave shall be determined by the District ~~in~~ at its sole discretion.
- ~~A.B. B.~~ —Employees who wish to attend a conference for the purpose of improving performance shall submit a “Request for Conference Attendance” form to their ~~immediate supervisor~~ site administrator at least five (5) days prior to the conference date.
- ~~C. C.~~ The ~~immediate supervisor~~ site administrator and/or the Assistant Superintendent shall have the authority to approve or deny the request for conference attendance.
- ~~D. D.~~ Consistent with District policies concerning expenses, expenses incurred will be reimbursed by the District. If lesser amounts of expense reimbursement will be allowed,

| the employee will be so notified prior to the conference.

### **Section ~~17-18~~ - Military Leave.**

A. ~~A.~~ Employees who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or who are otherwise ordered to active military service, shall be granted such leave and Military Leave pay as provided in the military and veterans' code. If they elect to return to the District upon honorable discharge, their placement on the salary schedule will be made with consideration given for the years served during this Military Leave.

B. ~~B.~~ In all cases when an employee is ordered to duty during the normal school year, a copy of the orders affecting such leave must be provided for the employee's records in the Human Resources Department of Personnel Office. This must be accomplished prior to the actual beginning date of such leave. Reserve duty is usually for two (2) weeks, and this absence will not cause loss of pay.

C. ~~C.~~ Employees on an extended leave of absence for military service and who, upon discharge, do not return to District service by the beginning of the semester following the discharge may be terminated.

### **Section ~~18-19~~ - Study Leave.**

A. ~~A.~~ After having acquired tenure permanent status, an employee may, at the discretion of the District, be granted a leave of absence without pay for the purpose of educational improvement and advancement. This leave of absence would be for a full school year. An additional year of leave may be granted where when completion of the courses for advancement requires an extension of time and when it will not cause a hardship to the District.

B. ~~B.~~ Semester leaves may be granted under this policy if the request is given prior to November 1 for the second semester and June 1 for the first semester, and a suitable replacement can be secured.

C. ~~C.~~ Employees must provide the District with written notice no less than thirty (30) days before the expiration date of the leave, or before May 15, whichever is earlier, of their intention to return. Failure to ~~so~~ notify the District will be considered as notice that the employee will not return, and the employee will be terminated.

### **Section ~~19-20~~ - Teacher Exchange Leave.**

The District shall cooperate with employees who wish to participate in foreign teacher exchange programs.



**Section ~~20-21~~ - Leaves of Absence for Employees Elected to the Legislature.**

A. ~~A.~~ A tenured permanent employee who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.

B. ~~B.~~ Employees on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

**Section ~~21-22~~ - Extensions of Leave.**

The District may grant an extension of Study Leave, Parenthood Leave, Health Leave, and/or Unpaid Leave to an employee. A physician's statement may be required by the District to support a request for extension of Health Leave.

**Section ~~22-23~~ - Misuse of Leave.**

An employee may take a leave of absence only under the provisions specified in this ~~section.~~ Article. Other leaves, without District approval, will result in loss of pay and disciplinary action. Leaves of absence shall not be used for strikes, walkouts, or other concerted actions related to employment dissatisfaction. Employees who accept positions in other school districts while on leave may be terminated.

**Section ~~2324~~ - Catastrophic Leave Bank.**

A. ~~A.~~ Intent of Bank.

The District and the Association agree to the establishment of a Catastrophic Leave Bank effective July 1, 1997. The intent of this bank is to provide additional financial protection to those ~~unit member~~employees who incur a period of prolonged non-industrial serious illness or hospitalization.

B. ~~B.~~ Participation/Eligibility.

~~Certificated unit members~~Employees with more than ~~10~~ (10) days of accumulated ~~sick leave~~Sick Leave and at least one (1) year of service (at least 75% of the school year) in the District may participate in the Catastrophic Leave Bank. ~~Unit members~~Employees who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it.

The Catastrophic Leave Bank shall not be available to any ~~unit member~~employee during a

leave of absence. ~~Unit members~~Employees returning from a Board approved extended ~~leaves~~leave of absence shall have

thirty (30) calendar days from the first day of employment to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.

C. ~~C.~~ — Donation of Days.

~~A unit member~~An employee may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) of his/her accumulated ~~sick leave~~Sick Leave to the Catastrophic Leave Bank. No ~~member~~employee shall contribute more than five (5) days to the Catastrophic Leave Bank in any one (1) open enrollment period. The ~~unit member~~employee shall make this donation by filing an appropriate form with the Catastrophic Leave Bank Committee during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank must be made from the ~~unit member's~~employee's accumulated ~~sick leave~~Sick Leave and shall not be designated to a specific ~~unit member~~employee for his/her exclusive use.

D. ~~D.~~ — Administration of the Bank.

A Catastrophic Leave Bank Committee shall administer the Catastrophic Leave Bank. The Committee shall consist of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the Association. The Catastrophic Leave Bank Committee shall be responsible for receiving leave requests, verifying the validity of requests, approving or denying requests, communicating its decision to affected ~~unit member~~employees and the Superintendent, determining when new sick leave assessments of bank members will be made, and soliciting donations of ~~sick leave~~Sick Leave from eligible ~~unit member~~employees.

E. ~~E.~~ Additional Donations.

Additional donations will be assessed of each participant if the number of hours in the bank fall below (~~1500~~1,500 hours). Such assessments shall be made in writing and approved by the ~~unit member~~employee to continue current participation in the bank. ~~Unit members~~Employees who are drawing from the bank at the time of the assessment will not be required to contribute in order to remain eligible to receive benefits from the bank.

A.F. ~~F.~~ — Enrollment Procedures

—The District shall establish an open enrollment period each year for ~~unit member~~employees to participate in the Catastrophic Leave Bank. Such enrollment period shall be July 1 through ~~October 1.~~November

1. Once ~~a unit member~~an employee becomes a participant in the Catastrophic Leave Bank, he/she shall not be required to re-enroll each year, but ~~a unit member~~an employee shall be

required to renew their participation in the bank whenever member assessments are required by the Catastrophic Leave Bank Committee.

G. G. — Procedures to Use/Withdraw Sick Leave - Conditions and Restrictions-

1. 1.—In order to be eligible to withdraw ~~catastrophic leave~~Catastrophic Leave from the bank, the ~~unit member~~employee must be a participant and have exhausted all of his/her current and accumulated ~~sick leave~~Sick Leave, including any Worker's Compensation benefits.
2. 2.—The benefits of this leave must be used prior to being compensated for differential pay where that applies.
3. 3.—~~A unit member~~An employee electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The ~~unit member~~employee must submit this form to the Catastrophic Leave Bank Committee for processing. In the request, the ~~unit member~~employee shall clearly state the details of his/her injury/illness and the number of days of ~~sick leave~~Sick Leave he/she is requesting from the bank. Appropriate written verification of the illness or injury, including, but not limited to, an off-work order signed by the ~~unit member's~~employee's physician must be included with the request. The ~~unit member~~employee should be prepared to provide additional documentation on the nature and severity of the illness or injury if requested by the Catastrophic Leave Bank Committee, and decisions of that committee shall be final.
4. 4.—In the event that the ~~unit member~~employee is personally unable to apply for ~~catastrophic leave~~Catastrophic Leave, an immediate family member or ~~unit member's~~employee's agent may make the request for the applicant.
5. 5.—When the ~~unit member~~employee may reasonably be presumed to be eligible for disability retirement under STRS, or, if applicable, Social Security, he/she may be required to apply for such retirement. Failure of the ~~unit member~~employee to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the ~~unit member~~employee from further Catastrophic Leave Bank benefits.

B-H. H. — Allowable Duty Days

—The maximum number of duty days allowed to be utilized by one ~~unit member~~(1) employee for a single injury/illness shall not normally exceed twenty (20) duty days. The number of sick bank days needed by the ~~unit member~~employee shall be specified in the request. The ~~unit member~~employee may request up to ~~the~~ twenty (20) additional days by filing an additional request for consideration by the Catastrophic Leave Bank Committee. Any days approved by the committee but unused by the ~~unit member~~employee shall be returned to the Catastrophic Leave Bank. No ~~unit member~~employee shall receive more

than forty (40) days for a single injury/illness from the Catastrophic Leave Bank.

C.I.I.—Method of Payment

—When ~~a unit member~~an employee uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate the ~~unit member~~employee would have received had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor or the recipients.

~~D.~~J. J.—Cancellation of Participation

—Cancellation of the ~~unit member's~~employee's membership in the Catastrophic Leave Bank occurs automatically whenever he/she fails to make an assessed contribution. The ~~unit member~~employee shall not be eligible to draw from the bank as of the effective date of cancellation. Sick ~~leave~~Leave previously authorized for contribution to the Catastrophic Leave Bank shall not be returned to the ~~unit member's~~employee's account of accumulated ~~sick leave~~Sick Leave.

~~E.~~K. K.—Accounting

—By September ~~20th~~20 of each year, the Payroll Office shall provide the Catastrophic Leave Bank Committee with a statement detailing the number of days withdrawn from the Bank during the past year and the number of days available in the bank as of the ~~first of~~July 1 of the current year.

~~F.~~L. L.—Termination of Catastrophic Leave Bank

—If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the bank shall be equally distributed to the current members of the Catastrophic Leave Bank. In the event of a natural disaster or catastrophic event, the Superintendent shall retain the right to suspend the provisions of this ~~section.~~Section.

~~G.~~M. M.—Hold Harmless

—The Association agrees that it will not file, on its own behalf or on behalf of any ~~unit member~~employee, any grievance, claim or lawsuit of any kind related to any attempt by a ~~unit member~~an employee to retrieve donated ~~sick leave~~Sick Leave used by another ~~unit member~~employee pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any ~~unit member,~~employee, any grievance, claim or lawsuit of any kind ~~which~~that attempts to challenge in any way the legality of enforcement of this provision.

The Association agrees to defend, indemnify, and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association.

## ARTICLE XVII - SAFETY CONDITIONS OF EMPLOYMENT

### **Section 1 – CAL OSHA.–**

The requirements for safe working conditions are established and maintained under the California Occupational Safety and ~~Health~~Health Act of 1973 (CAL OSHA). Enforcement and rule- making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to CAL OSHA requirements are exempted from the grievance process.

### **Section 2 – Report of Incident.–**

Should an employee be attacked, assaulted, or menaced by any person in the course of employment, the employee shall report the incident to the ~~immediate supervisor~~site administrator who shall promptly report the incident to the police, as applicable, and the Deputy Superintendent. The District shall comply with any reasonable request for information in its possession relating to the incident and the persons involved.

### **Section 3 – Report of Complaint.–**

- A. Any citizen or parent complaint about an employee shall be reported immediately to the employee by the ~~supervisor~~site administrator receiving the complaint, unless the complaint involves an allegation that the employee has committed an unlawful act.
- B. There shall be no retaliatory action by an employee against a student whose parent(s) or guardian(s) have made a citizen or parent complaint.

### **Section 4 – Reimbursement for Personal Property Losses**

#### Equipment

1. The District shall reimburse an employee for lost personal equipment that occurs during the course of the employee's performance of his/her duties and responsibilities to the District. Such reimbursement shall be limited to no more than three hundred dollars (\$300) per article.
2. To qualify for reimbursement the following conditions must be met:
  - a. The employee must have written approval of a site administrator prior to bringing the equipment to a school site for a specific instructional purpose. The time period for such approval must be specified and may not exceed one (1) semester.
  - b. The serial number of the equipment must be on file in the District Business Office.



c. Electrical equipment must meet Underwriter's Laboratory standards.

- d. Reimbursement shall not be made for repair of damaged equipment.
- e. Loss of equipment must not have been contributed to by the negligence of the employee.
- f. The employee must file a police report for equipment ~~which~~that is alleged to have been stolen.

**Personal Property**

- 1. The District shall reimburse an employee for replacement or repair of clothing, eyeglasses, watches, dentures or other dental appliances, and hearing aids on the employee's person that are damaged due to an act of violence while on duty on the school premises or while directly responsible for the supervision of student activities. The District will provide similar reimbursement, except for clothing for accidents. Such reimbursement shall not exceed three hundred dollars (\$300) per incident and shall not be made for losses of less than twenty-five dollars (\$25). Losses shall not be compensated if due to the employee's negligence. The District shall be reimbursed if recovery is made.
- 2. ~~A unit member~~An employee shall obtain written permission from the District to take students on a field trip and to transport such students in his/her personal automobile. Written permission shall mean that the trip is a school-sponsored activity.

**Section 5 – Unsafe Conditions.**

Employees shall have the right and obligation to report any alleged unsafe working conditions to the ~~immediate supervisor~~site administrator and request correction. Such a written request must include a description of the alleged unsafe condition, why the employee believes the condition is unsafe, and the requested remedy. The ~~supervisor~~site administrator shall provide a response to the employee within five

(5) working days. Should the ~~supervisor~~site administrator fail to respond or if the employee does not agree with the response, the employee may send a written request to the Association and the District Safety Committee. An appropriate investigation shall take place immediately.

**Section 6 – Earthquake/Disaster Assignments.**

A. In the event of an earthquake or other natural disaster, when possible, employees with dependents shall be given priority for release.

B. In making advanced duty assignments, assignments predictably involving personal risk shall be made on the basis of volunteers. If there are no volunteers, the ~~responsible manager~~site administrator shall make other appropriate assignments.



~~ARTICLE XVIII - PEER ASSISTANCE AND REVIEW (PAR)/  
BEGINNING TEACHER SUPPORT AND ASSESSMENT PROGRAM (BTSA)~~

~~I. PEER ASSISTANCE AND REVIEW (PAR)~~

I. PEER ASSISTANCE AND REVIEW (PAR)

**Section 1 – Purpose.**

The ~~Riverside City Teachers~~ Association and the ~~Riverside Unified School~~ District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Teachers are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of achieving and maintaining successful performance. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance teachers.

This Article is intended to implement the provisions of Chapter 4 of the Statutes of 1999 with respect to the Peer Assistance and Review Program (PAR), as it may be amended, and any applicable regulations. Implementation of PAR is contingent upon official notification by the State that the District is eligible for and will be receiving all the District's share of the funds specified in Chapter 4 of the Statutes of 1999 for PAR.

As soon as permitted by law, the District shall provide the required certification that PAR will be implemented beginning July 1, 2000.

**Section 2 - Definitions for Purposes of this Section**

A. A. Participating Teachers. Participating Teachers are ~~unit member~~employees who receive assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers.

1. **Referred Teacher** – a classroom teacher with permanent status who has received an overall does not meet standard of performance final evaluation.
2. **Volunteer Teacher** – a classroom teacher with permanent status who voluntarily seeks to improve his/her teaching performance through the PAR Program.
3. **Beginning Teacher** – ~~any unit member~~a classroom teacher having probationary or temporary status ~~in the District~~, including pre-intern teachers, intern teachers, teachers with emergency permits, and experienced teachers who are new to the District. By mutual agreement of the PAR Joint Panel and the BTSA Director, teachers may

volunteer to participate in the District's PAR Program while receiving services in the Beginning Teacher Support and Assessment (BTSA) programs.

**B. ~~B.~~ Consulting Teachers** – exemplary teachers meeting the requirements of Section ~~3(B)~~3B who are selected by the Joint Panel to provide peer assistance to a Participating Teacher.

**C. ~~C.~~ Evaluator** – ~~ana site~~ administrator appointed by the District to evaluate a certificated teacher.

**D. ~~D.~~ Joint Panel** – the governance body for all programs affiliated with PAR.

### Section 3 - Governance/Program Structure

#### **A. ~~A.~~ Joint Panel:**

1. The Joint Panel shall consist of seven (7) members, four ~~bargaining unit members~~(4) employees and three (3) site administrators. ~~Bargaining unit members~~Employees shall be appointed by the ~~association~~Association to staggered two (2) and three (3) year terms initially. Subsequent appointments shall be for three- (3) year terms. Qualifications for teacher members shall be the same as for Consulting Teachers as set forth in Section ~~3(B)~~3B.
2. The Joint Panel will establish its own meeting schedule, subject to budget limitations. Five (5) members, the majority of whom must be ~~bargaining unit member~~employees, will constitute a quorum. Action by the Joint Panel will require an affirmative vote of at least five (5) members. Meetings will take place during the regular teacher ~~workday~~work day, and substitutes shall be provided to release ~~bargaining unit member~~employees from their regular duties.
3. The Joint Panel shall be responsible for the following:
  - a. ~~a.~~ Provide annual training for the Joint Panel members.
  - b. ~~b.~~ Establish its own rules of procedure, including the method for the selection of a Chairperson by an affirmative vote. Adopted rules, procedures, and forms will be consistent with the terms of the Agreement and applicable law. To the extent, the rules, procedures, and forms are inconsistent with the terms of the Agreement, this Agreement will prevail.
  - c. ~~e.~~ Select and recommend the panel of Consulting Teachers to the Governing Board for approval; ~~if~~ If the Governing Board does not approve a recommendation, the Panel will recommend another selection, subject to approval by the Governing Board until all Consulting Teachers are selected.
  - d. ~~d.~~ Select and recommend for Governing Board approval the trainers and/or training providers for Consulting Teachers and Joint Panel members.

- ~~e.~~ e. Provide training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- f. Send written notification of participation in the PAR program to the Referred Teacher, the Consulting Teacher and the site ~~principal~~administrator.
- ~~g.~~ g. Match Consulting Teachers with Participating Teachers.

~~Distribute at~~

- h. At the beginning of each school year, distribute a copy of the adopted Rules and Procedures to all ~~bargaining unit member~~employees.
- i. Establish and implement a procedure for application and selection of Consulting Teachers.
- j. Determine the number of Consulting Teachers in any school year, and the amount of release time provided to Consulting Teachers, based upon participation in the PAR program, the budget and other relevant considerations.
- k. Review the final report prepared by the Consulting Teacher and make recommendations to the Superintendent/Governing Board regarding the Referred Participating Teacher's progress in the PAR program. The recommendations of the panel and the peer review reports by the Consulting Teachers shall be advisory only, for the benefit of the ~~participating teacher~~Participating Teacher and the District.
- l. Shall annually evaluate and make recommendations for improvement of the PAR program by using among other things, interviews or surveys of the PAR participants. Such interviews or surveys shall have the intent of evaluating the program, not the ~~consulting teacher~~Consulting Teacher.
- m. Monitor and evaluate the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the program. The Joint Panel may remove a Consulting Teacher from the position at any time because of the special needs of the PAR Program or unsatisfactory performance of the Consulting Teacher. Prior to the effective date of such removal, the Joint Panel will meet with the Consulting Teacher to discuss the possibility of removal.

## Consulting Teachers :

### **B. Eligibility and Selection:**

1. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, with the following minimum qualifications:
  - a. Credentialed ~~bargaining unit member~~employee with permanent status.
  - b. Have at least seven (7) years of teaching experience, requiring a credential or permit. Five (5) of the last seven (7) years must be full-time classroom experience. Have been employed in the ~~Riverside Unified School~~ District for at least three (3) years.
  - c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, interpersonal skills, peer coaching skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of ~~pupil~~pupils in different contexts.



2. In filling a position of Consulting Teacher, each applicant is required to submit two (2) confidential references from individuals with specific knowledge of his ~~or~~/her expertise, as follows:
  - a. ~~a.~~—A reference from a current or former site ~~principal~~ administrator or other supervisor.
  - ~~a.~~ b.—A reference from an Association representative or another ~~bargaining unit member~~ employee.
3. Consulting Teachers shall be selected and submitted for approval to the Governing Board by a majority vote of the Joint Panel following classroom observations by at least one (1) Association member and one (1) site administrator concurrently. Following observations, the Joint Panel will arrange an interview with the applicant.
4. The term of the Consulting Teacher shall be three (3) years, and he/she/~~he~~ may reapply for additional terms. In the first year of the Program only, the Joint Panel will create both two (2-) year and three (3-) year terms in order to stagger the entry of Consulting Teachers into the Program. Consulting Teachers may not be out of the classroom full-time for more than three (3) years. The District agrees it shall not consider a Consulting Teacher for an administrative position while he/she is serving as a Consulting Teacher.

**Duties:**

5. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
6. A Consulting Teacher shall:
  - a. The Consulting Teacher and the evaluator shall have a cooperative relationship and shall meet to discuss the nature of the assistance being provided and the PAR Program. The Referred Teacher may attend any meeting between the Site Administrator and Consulting Teacher.
  - b. The Consulting Teacher shall meet with the Referred Teacher to discuss the PAR Program, ~~to~~ establish mutually agreed upon performance goals, develop their PAR assistance plan and develop a process for determining successful completion of the PAR Program.
  - c. The Consulting Teacher shall conduct multiple observations of the Referred Teacher's performance with students, and meet with the teacher ~~employee~~ to

| review and discuss observations.

- d. The Consulting Teacher shall monitor the progress of the Referred Teacher and shall provide periodic written reports to the Referred Participating teacher for discussion and review prior to sending periodic written reports to the Joint Panel.
  - e. At least thirty (30) days before the evaluation is due under Article XIII ~~(1) (B)~~, Section 1B, the Referred Teacher will receive a copy of the Consulting Teacher's final report of the Referred Teacher's participation in the Program. The report shall consist of (1) a description of the assistance offered/provided to the Referred Teacher; (2) a description of the Referred Teacher's participation in the Program; and (3) a description of the participant's attainment or progress toward agreed upon goals. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Teacher to receive his ~~or~~/her input before it is submitted to the Joint Panel. The Consulting Teacher shall submit a final report to the Joint Panel. The Referred teacher shall also have the right to request a meeting with the Joint Panel, and to be represented at this meeting by an Association representative. The final report will be submitted to the Joint Panel, the Referred Teacher's personnel file, and the site principal administrator/evaluator. However, the report is advisory only, and the District will remain responsible for the evaluation and assessment of the participant's performance. The ~~participating teacher~~ Participating Teacher shall have the right to submit a written response to the final report within ten (10) working days of receipt, after which the PAR report will be placed in the personnel file.
7. At the conclusion of their service, Consulting Teachers shall have the return rights to a position for which the individual is qualified at their school of origination. If there is no open position, the Consulting Teacher shall have the same rights as an "Involuntary Transfer" as stated in Article XV.

### C. Participating Teachers:

1. Referred Teachers
  - a. A Participating Teacher may request a change of Consulting Teacher once while in the program, upon approval of the Joint Panel.
  - b. All informal communication related to the PAR Program between the Consulting Teacher and the Referred Teacher shall be confidential, and without written consent of the Referred Participating Teacher, shall not be shared with any others.
  - c. The Referred Teacher has the right to be represented at any Joint Panel meeting throughout these procedures by an Association representative.
  - d. Compensation is not provided for participation in PAR.
2. ~~2.~~ Volunteer/Beginning Teachers
  - a. Participation is for peer assistance only and the Consulting Teacher shall not

| document any performance review of the Volunteer Teacher. The Volunteer Teacher

- ~~a.~~ may terminate his ~~or~~ /her participation in the PAR Program at any time. However, once participation is terminated, it may not be resumed without the approval of the Panel.
- b. The Joint Panel will assign Consulting Teachers to Volunteer Teachers. The Volunteer Teacher may request reassignment to a different Consulting Teacher once per year.
  - c. All ~~Communication~~communication between the Consulting Teacher and a Volunteer Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site ~~principal~~administrator, evaluator or the Joint Panel.
  - d. Compensation is not provided for participation in PAR~~...~~.

#### **Section 4 - Budget Priorities and Considerations.**

- ~~A.~~ A. The District shall not be required to allocate funds for the programs as set forth in this Article in addition to those funds provided by the Legislature for implementation.
- B. The Joint Panel shall annually recommend to the Governing Board a budget to fund the direct program and administrative expenses of the PAR Program using funds made available by the State Legislature pursuant to AB1X and Legislation that allocates funds to the programs identified in this Article.
- C. The Joint Panel shall use the following procedure for establishing the annual Program plan and budget:
1. By June 1 of each fiscal year, the Joint Panel will establish a Program and budget for the succeeding year, which will include:
    - a. the estimated state revenues for the Program;
    - b. the estimated expenditures, involving
      - projected number of Participating Teachers,
      - projected number of Consulting Teachers needed to serve the projected need,
      - released time for the panel and Consulting Teachers
      - pay for Consulting Teachers that is consistent with the pay parameters established by the negotiating parties, and
      - projected costs for training, administrative overhead, and if necessary, legal and consulting assistance
  2. By June 1, the Program plan/budget will be submitted to the Association President and the Superintendent for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By June 10, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be

| implemented as submitted by the panel to the governing board for approval.

D. The stipend for ~~bargaining unit member~~employees of the Joint Panel shall be \$2,000. ~~Unit members~~Employees who serve as Chairperson of the Joint Panel (~~Non~~non-released) shall receive an additional stipend of \$3,000.

~~A.E.~~ Consulting Teachers with a full time teaching assignment shall each receive a stipend of ~~E.~~ \$5,000 per Referred Teacher assigned to them for peer assistance. This stipend shall be prorated per month of work as determined by the PAR Joint Panel. Consulting teachers assigned to a PAVE Volunteer Teacher will be paid on a timecard at the “Extra Duties Not Specified” rate as determined on ~~A6~~Appendix 9 (Miscellaneous Salary Provisions) of the ~~Certificated Bargaining Unit~~ Agreement.

F. The Joint Panel may select one or more Consulting Teachers as Teachers on Special Assignment with full or partial release. In the event that a ~~consulting~~Consulting Teacher is provided with full or partial release time to perform duties, no stipend shall be issued.

G. ~~Bargaining unit members~~Employees serving as Full Time Release Consulting Teachers shall be paid the base salary plus daily rate for days of service in excess of 185, ~~multiplied by a factor of 1.067, reflecting the eight (8) hours of service per day.~~

#### **Section 5 - Other Provisions:**

A. ~~Unit Members~~Employees who function as Joint Panel or Consulting Teachers under this ~~document~~Agreement shall not be considered either management or supervisory employees as defined by Government ~~code~~Code Section 3540.1(g) and (m).

B. Joint Panel ~~member~~members and Consulting Teachers are entitled to defense and indemnification for activities performed as part of the PAR Program, as set forth in applicable provisions of the California Government Code.

C. All proceedings and materials related to PAR evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.

D. In the event that the District receives official notification from the State that the District will not be receiving in any year all of the District’s share of the funds specified in AB1X for PAR or that there is any material reduction in funding entitlement or a material change in the minimum required elements of PAR, the District may suspend the program upon written notification to the Association and the Joint Panel; in that event, either party may reopen this

| [article](#)Article for negotiation by providing written notice to the other party.



E. The evaluation, assessment, and recommendations of the Joint Panel and the peer review reports by the Consulting Teachers shall be advisory only, for the benefit of the Participating Teacher and the District; and shall in no way limit the District's discretion or authority with regard to decisions and actions regarding the employment status of any employee, including but not limited to the evaluation, assignment, reassignment, transfer, promotion, demotion, discipline, layoff, or dismissal of any employee. The fact that the employee is participating in PAR will not limit or delay the District's authority or discretion to make any such decision or take any such action. Participation in PAR will not create any right or expectancy of continued employment by the District for any period of time.

F. This Article may be reopened at any time by mutual consent of the parties as needed.

H.

**ARTICLE XIX - BEGINNING TEACHER SUPPORT AND  
ASSESSMENT INDUCTION PROGRAM (BTSA)**

**Section 1 – Purpose—**

The BTSA Beginning Teacher Induction Program (hereinafter called the Induction Program) provides opportunities for first and second year teachers to expand and deepen their teaching knowledge and skill through the use of the California Standards for the Teaching Profession.

**Section 2 – Definitions for Purposes of this Section**

A. A.—Support Provider Selection Committee: The joint District-Association selection committee responsible for establishing and implementing a procedure for application and selection of Support Providers.

B. B.—Support Providers: ~~exemplary~~Exemplary teachers meeting the requirements of Section 4A below who are selected by the Selection Committee to provide assistance to a beginning teacher in the BTSA Induction Program.

C. C.—Participating Teachers—: Candidates whose credential status requires their participation in a formal teacher induction program.

**Section 3 – BTSA Induction Program Selection Committee**

A. A.—The Selection Committee shall consist of seven (7) members, four ~~bargaining unit members~~(4) employees and three (3) administrators. ~~Bargaining Unit members~~Employees shall be appointed by the ~~association~~Association to staggered two (2) and three (3) year terms initially. Subsequent appointments shall be for three-(3) year terms. Qualifications for teacher members shall be the same as for Consulting Teachers as set forth in ~~I. PAR~~Article XVIII, Section 3 ~~(B)~~.

B. B.—The Selection Committee will establish its own meeting schedule, subject to budget limitations. Five (5) members, the majority of whom must be ~~bargaining unit member~~employees, will constitute a quorum. Action by the Selection Committee will require an affirmative vote of at least five ~~(5) members~~. ~~Meetings will take place during the regular teacher workday, and substitutes shall be provided to release bargaining unit members from their regular duties. If meetings are conducted outside the normal duty day, teacher members will be compensated at the Workshop Presenter rate specified in Appendix A6.~~

€.——(5) members. Meetings will take place during the regular teacher work day, and substitutes shall be provided to release employees from their regular duties. If meetings are conducted outside the normal duty day, employee members will be compensated at the “Workshop Presenter” rate specified in Appendix 9 (Miscellaneous Salary Provisions)

A.C.The Selection Committee shall select and recommend the panel of Support Providers to the Governing Board for approval:~~—if.~~ If the Governing Board does not approve a recommendation,

the Committee will recommend another selection, subject to approval by the Governing Board until all Support Providers are selected. After selection by the Committee, training, assignments, monitoring and supervision for the ~~BTSA~~Support Providers, in their work with the ~~BTSA~~Induction Program, will be the responsibility of the District. The District shall monitor and evaluate the effectiveness of the Support Providers and make decisions regarding their continuation in the program. The District may remove a Support Provider from the position at any time because of the special needs of the ~~BTSA~~Induction Program or unsatisfactory performance of the Support Provider. Prior to the effective date of such removal, the District will meet with the Support Provider to discuss the possibility of removal.

#### **Section 4 – Support Providers**

##### **A. ~~A.~~———Eligibility and Selection:**

1. The qualifications for the Support Provider shall be set forth in the Rules and Procedures, with the following minimum qualifications:
  - a. Credentialed ~~bargaining unit member~~employee with permanent status.
  - b. Have at least five (5) years of classroom teaching experience, requiring a credential or permit.
  - c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, interpersonal skills, peer coaching skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of ~~pupil~~pupils in different contexts.
2. In filling a position of Support Provider, each applicant is required to submit two (2) confidential references from individuals with specific knowledge of his/~~her~~ other expertise, as follows:
  - a. A reference from a current or former site ~~principal~~administrator or other supervisor.
  - b. A reference from an Association representative or another ~~bargaining unit member~~employee.
3. Support Providers shall be selected and submitted for approval to the Governing Board by a majority vote of the Selection Committee following classroom observations by at least one (1) Association member and one (1) ~~site~~ administrator concurrently. Following observations, the Selection Committee will arrange an interview with the applicant.

~~B.~~ ~~B.~~ ~~BTSA~~ Support Providers with a full-time teaching assignment will be paid \$1,650 prorated to time of service per Beginning ~~BTSA~~ Teacher in the Induction Program assigned to them for assistance, not to exceed three (3) teachers.

## **Section 5 – Other Provisions**

### Unit Members

- A. Employees who function as Consulting Teachers, Selection Committee members or Support Providers under this ~~document~~Article shall not be considered either management or supervisory employees as defined by Government ~~code~~Code Section 3540.1(g) and (m).
  
- B. Selection Committee members and Support Providers are entitled to defense and indemnification for activities performed as part of the ~~BTSA~~Induction Program, as set forth in applicable provisions of the California Government Code.
  
- C. All proceedings and materials related to, reports and other personnel matters shall be strictly confidential. Therefore, Selection Committee members and Support Providers may disclose such information only as necessary to administer this Article.

## ARTICLE ~~XIX~~-~~XX~~ - GRIEVANCE PROCEDURES

### Section 1 -- ~~Definition.~~

A grievance shall mean a written complaint by an employee that there has been an alleged violation, misinterpretation, or misapplication of a provision of this Agreement. ~~Hereinafter,~~ ~~the~~The term "grievant" shall include either the employee or the Association, whichever is applicable.

### Section 2 -- ~~General Provisions.~~

A. ~~A.~~ Every employee shall have the right to present grievances in ~~aeordane~~accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with an ~~agent~~administrator of this District and having it resolved without filing a grievance as provided ~~herein.~~in this Article.

B. ~~B.~~ The failure of the grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits stated herein shall not apply between June 20 and September 1.

C. ~~C.~~ In any instance where the Association is not represented in a grievance, the Association will be notified of the disposition of the grievance.

D. ~~D.~~ Hearings and conferences under this procedure shall be conducted at a time and place ~~which~~that will afford an opportunity for all persons entitled to be present to attend and will be held, insofar as possible, after the regular hours of instruction or during the non--teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular ~~workday~~work day, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. However, the District will not release without loss of pay more than one (1) representative per grievance.

E. ~~E.~~ Any investigation or other handling or processing of a grievance by a grievant or the Association shall be conducted so as to result in no interference with or interruption of the instructional program.

F. ~~F.~~ The term "day" shall mean employee ~~workday~~work day.

### **Section 3 -- Levels in the Grievance Procedure.**

A. ~~A.~~ Level One: Any employee who has a grievance may reduce such matter to writing within ten (10) days after the employee has knowledge or ~~reasonably~~reasonably should have knowledge of the event ~~which~~that caused the grievance and submit it to the ~~immediate supervisor~~site administrator, who shall meet with the employee and/or an Association representative in an attempt to resolve the matter. Such meeting and a response in writing by the ~~immediate supervisor~~site administrator will be made within ten (10) days after submission of the grievance into Level One.

B. ~~B.~~ Level Two: If the grievance is not resolved in Level One, a written notice of appeal to Level Two shall be served by the Association to the District within ten (10) days following disposition of the grievance in Level One. Such grievance shall be discussed at a meeting with the Association, including the ~~Employee~~employee, an Association ~~Representative~~representative, and an Association ~~Staff Representative~~staff representative, and the Superintendent and/or whomever else the Superintendent elects to be present. The meeting will be held within ten (10) days after submission into Level Two. The District response in writing will be made within ten (10) days of the meeting.

#### C. ~~C.~~ Level Three Mediation:

1. If the grievance is not resolved in Level Two, either the Association or the District may, within ten (10) days of the disposition of the grievance in Level Two, propose in writing that the matter be referred to mediation. If the proposal is accepted in writing within ten ~~+~~ (10) days by the other party, the requesting party shall arrange for a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, to be assigned to assist the parties in the resolution of the grievance.
2. The mediator, as soon as possible but not later than thirty (30) days from the date of the proposal to mediate unless mutually agreed otherwise in writing by the Association and the District, shall meet with the grievant, the Association and the District for the purposes of resolving the grievance.
3. ~~3.~~ —If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be nonprecedential, unless the parties mutually agree otherwise in writing and shall constitute a settlement of the grievance.
- ~~2.4.4.~~ —In the event that (1) no proposal to mediate is proposed and accepted within the time limits set forth herein and the timelines have not been extended by mutual

| written



agreement of the Association and the District; or (2) the mediator is unable to hold a first meeting or teleconference with the parties to the grievance within the time limit set forth herein (unless extended in writing by the parties as provided herein); or (3) the matter is not resolved and the mediator or one of the parties declares in writing that additional mediation efforts are not warranted; then the Association may, within (10) days of the expiration of the time limit, proceed to Level Four by submitting a written notice to the District of its intent to submit the grievance to final and binding arbitration, Level Four.

D. ~~D~~-Level Four:

- ~~3.~~1. If the grievance is not satisfactorily settled in Level Three, the Association shall, within ten (10) days after receipt of the District's reply, submit a written notice to the District of its intent to submit the grievance to final and binding arbitration. Within ten (10) ~~workdays~~work days following receipt of the Association's notice of intent to submit the grievance to arbitration, the District shall request the American Arbitration Association to provide a list of seven (7) arbitrators from which the parties shall strike alternately until only one ~~1.~~(1) ~~(1)~~-name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator.
2. All arbitration hearings shall be held within the boundaries of ~~Riverside Unified School~~the District. The arbitrator shall have no authority to add to, subtract from, or change any of the terms and conditions of this Agreement. The arbitrator's decision must be based upon the arbitrator's interpretation of meaning or application of the language of the Agreement
3. All costs for the services of the arbitrator, including but not limited to actual and necessary travel and subsistence expenses, will be borne equally by the Association and the District. All other costs, except for release time required by law, will be borne by the party incurring them.

**Section 4 -- Waivers.**

A. ~~A.~~—Any of the time limits set forth in the Article may be waived by written agreement between the parties.

B. ~~B.~~—Any of the levels or procedures in this Article may be waived by written agreement between the Parties.

**Section 5 -- Association Grievances.**

Association grievances may be filed at Level II and must be signed by the Association President

| or a designee.

**Section 6 -- Association Staff Representatives--**

Upon notice to the immediate supervisor, Association ~~Staff Representatives~~staff representatives shall be granted access at such reasonable times and to such proper areas of the District's premises when such visits are necessitated by matters concerning the administration of this Agreement.

**Section 7 -- Association Representatives--**

Association representatives shall be employees of the District, designated by the Association, to take up matters pertaining to grievances. An Association Grievance Committee will handle grievances beyond Level One. The District agrees that there shall be no discrimination against such representatives because of Association activities, and further, no such representative will be reassigned because of Association activities.

## ARTICLE ~~XX~~XXI - CONCERTED ACTIVITIES

### Section 1 -- Association Obligations.

~~A. It is agreed and understood that there~~There will be no strike, work stoppage, slow-down, or any concerted action or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.

~~B. B.~~The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, concerted action, or other interference with the operations of the District by employees who are represented by the ~~Association~~Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

### Section 2 -- Violation--

~~It is agreed and understood that any~~Any employee violating this Article may be subject to discipline up to and including termination by the District.

### Section 3 -- Breach of Agreement--

~~It is understood that in~~In the event Section 1 above is violated, this Agreement shall be breached and the District may elect to withdraw any rights, privileges, or services ~~provided for herein~~ from any employee or the Association.

### Section 4 -- District Obligations--

During the term of this Agreement or any extension ~~thereof~~, the District agrees that it will not lock out its employees, refuse to submit disputes to grievance or arbitration, or refuse to abide by the final award of an arbitrator unless it seeks judicial review of the arbitrator's award. The same right of refusal shall be retained by the Association should it seek judicial review.

### Section 5 -- Special Provision--

Given the negotiation of issues eligible for reopeningre-opening during the period of this Agreement, and given that the Parties have reached no agreement upon these issues on or before the June 30 following the reopeningre-opening of negotiations, this Article (~~XX~~)XXI shall be suspended from the following day ~~(, July 1),~~ until the Parties reach agreement. It is the intent of the Parties that by suspending said Article, both Parties shall retain the right to take any and all other legal action as such Parties deem appropriate, and the sole impact of

the suspension of said Article is that neither party may rely upon the provisions ~~thereof~~ during the period above described.

## ARTICLE ~~XXI-XXII~~ - MISCELLANEOUS PROVISIONS

(Changes subject to Ratification, April/May, 2011)

### Section 1 -- Term of Agreement--

This ~~agreement~~Agreement shall remain in full force and effect up to and including June 30, ~~2013~~2016; and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15, nor earlier than February 15, of its request to modify, amend, or terminate the Agreement. Each year during the term of the ~~Collective Bargaining~~ Agreement, the parties will discuss wages and health benefits. Up to two (2) additional articles for each party and other ~~articles~~Articles by mutual agreement shall be sunshined between February 15 and March 15. Medical benefit provisions shall be in effect through December 31. At any time, the parties will discuss any specific issue that can be addressed through a Memorandum of Understanding.

### Section 2 -- Completion of Negotiations--

During the term of this Agreement, the Association and the District expressly ~~waives~~waive and ~~relinquishes~~relinquish the right to meet-and-negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated this Agreement, and even though such subjects or matters were proposed and later withdrawn.

### Section 3 -- Effect of This Agreement--

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete agreement between the Parties concerning the subject matter ~~hereof~~ and supersedes all prior informal or formal agreements ~~thereon~~. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein in this Agreement.

### Section 4 -- Copies of Agreement--

Within forty-five (45) calendar days of the execution of the Agreement by both Parties herein, the District shall distribute the ~~Collective Bargaining~~ Agreement as follows:

- A. Paper copy to each ~~worksite~~ work site that is accessible to staff, each negotiations team member, and each ~~bargaining unit member~~employee upon request
- B. Electronic copy in PDF format to all ~~bargaining unit members~~current and new employees

C. Website accessible

~~D.~~ 100 paper copies, initially, to ~~RCTA~~

~~Section 5—Commitment to Review and Refine Full Day Kindergarten Program~~

~~a. D. The District and the Association mutually agree that soliciting and valuing constructive input on full day kindergarten from stakeholders is an important shared interest; therefore, a District and Association Kindergarten Advisory Team will be established.~~

- ~~b. The District and Association jointly agree to reopen all articles related to full day kindergarten for the 2013-14 school year.~~
- ~~c. In support of the Interest based bargaining (IBB) process, input to the joint District and Association IBB team shall be made personally by representatives of the Kindergarten Advisory Team.~~

**ARTICLE ~~XXII~~-XXIII- SAVINGS**

Should any of the provisions of this Agreement be determined by a court of competent jurisdiction to be contrary to law, the balance of the Agreement shall in all aspects remain in full force and effect.



**ARTICLE ~~XXIII~~-XXIV - REPORTING OF CHILD ABUSE**

**Section 1. Reporting Procedures**

When an employee has knowledge of a suspected instance of child abuse, District internal reporting procedures as established under legal requirements will be followed.

**Section 2. District Provisions**

A. ~~A.~~ An in-service/review will be provided ~~certificated staff~~ employees at each school in alternating years by a District Pupil Services staff member or by the ~~principal/designee~~ site administrator.

B. ~~B.~~ The District shall provide each employee with a copy and explanation of the laws regarding the employee's responsibilities of reporting child abuse and materials on how to recognize child abuse.

~~**Section 3.** When a certificated employee reports a suspected child abuse, the department of Child Welfare and Attendance will send the employee a copy of the District's notification form informing the employee that a report has been filed.~~

~~**Section 4.** When a suspected child abuse case is reported to Child Protective Services and they deem it not to be a child abuse situation, a follow-up memorandum will be sent by Child Welfare and Attendance to Child Protective Services with a copy to the reporting employee (for example, Child Protective Services deems over-disciplining occurred).~~

~~**Section 5.** Unless an employee who reported a suspected child abuse case agrees to break the confidentiality of his/her reporting to the parent, confidentiality will be maintained.~~

## ~~**ARTICLE XXIV – PROFESSIONAL GROWTH**~~

### ~~**Section 1. Instructional Time and Staff Development Reform Program.**~~

~~A. This section applies during any year in which the District implements SB 1193 of 1999, which established the Instructional Time and Staff Development Reform Program (“Program”).~~

~~B. If the District implements the Program, only unit members eligible under SB 1193 may voluntarily attend three days of in-service training, in addition to the work year set forth in Article X of the collective bargaining agreement.~~

~~C. If the District implements the Program, only unit members eligible under SB 1193 actually attending in-service training will be paid \$285 per day for each day of attendance, subject to the following:~~

- ~~1. Each staff development day must be equal in length to a full “instructional workday” as defined in applicable law and regulations governing eligibility for full funding under SB 1193.~~
- ~~2. Each eligible unit member must be in attendance for the full staff development day and must sign in upon arrival and sign out before departure. If an eligible unit member’s attendance is not reimbursed by the State under SB 1193 for the full \$285, the unit member shall instead be paid at the in-service rate in Appendix A-6.~~
- ~~3. The staff development training may be scheduled in partial-day segments or in full days of training dependent upon the plans developed by individual sites or the District. Prior to the scheduling of staff development training under SB 1193, the site administrator shall hold a meeting with his/her staff for the purpose of consulting on the scheduling of staff development training under SB 1193.~~
- ~~4. Each eligible unit member will attend professional development sessions at his/her own site unless attendance at another site is approved in advance by the unit member’s immediate supervisor.~~

~~D. The Section shall be administered in conformity with Senate Bill 1193. The District shall implement regulations adopted by the State Board of Education.~~

## ARTICLE XXV - CONTINUOUS SCHOOL PROGRAM (CSP)

### Section 1 -- General.

~~A. A. Implementation, K-6 Grade Levels.~~ Whenever the District intends to implement Continuous School Program (CSP) at the K-6 grade levels, the District will provide no less than one hundred twenty (120) calendar days' notice to the Association prior to implementing CSP education at any particular site, in order that the Association can participate in planning and providing input prior to decision making.

~~B. B. Implementation, 7-12 Grade Levels.~~ Whenever the District decides to implement CSP at grade levels other than K-6, it will provide one hundred twenty (120) calendar ~~days~~ notice of such intent to the Association and will meet and negotiate regarding issues arising

because of the implementation at these grade levels. If the District and the Association have not reached agreement before the end of the one hundred twenty (120) calendar ~~days~~' notice period, the District may implement its last offer, and the parties will continue to meet in a good faith attempt to reach agreement. The parties shall retain all PERB rights in regard to such implementation. The District and the Association will continue to discuss implementation of CSP during the term of the Agreement.

C. ~~C.~~ Participation - Voluntary—The District shall make every reasonable effort to have participation in the Continuous School ~~Program~~ program voluntary on the part of ~~unit member~~employees.

D. ~~D.~~ Involuntary Transfer from Continuous School Program—The following provisions are to be adhered to in dealing with involuntary transfers from Continuous School Program ~~worksites~~work sites necessitated by low student ~~enrollment~~rollment:

1. ~~1.~~—The site ~~principal~~administra or shall seek a volunteer. In the event there is no volunteer, the ~~unit member~~employee with the least District seniority shall be involuntarily transferred according to the provisions of Article XV of the ~~Certificated~~ Agreement.

2. ~~2.~~—The ~~unit member~~employee who is involuntarily transferred shall not be required to work more than his/her ~~contract~~contractual work year. Should the ~~unit member~~employee volunteer to extend his/her work year, he/she shall be paid at his/her per diem rate of pay.

E. ~~E.~~ Track Reassignment—

The District will make every reasonable effort to avoid involuntarily reassigning a ~~unit member~~an employee to a different track to which the ~~unit member~~employee is assigned.

1. ~~1.~~ Unit members

1. Employees may be involuntarily reassigned when it is deemed necessary by the ~~immediate supervisor, site administrator.~~ An involuntary track reassignment shall be based upon the following criteria:

(a) ~~(a)~~ — The demonstrated needs and efficient operation of the school and/or program.

(b) ~~(b)~~ — The qualifications including the experience and recent training of the ~~member~~employee.

(c) ~~(c)~~ — ~~Unit member~~Employee certification and authorization.

(d) ~~(d)~~ — The preference of the ~~unit member~~employee.

2. ~~2.~~ — Involuntary track reassignments shall not be made for punitive reasons.

3. ~~3.~~ — ~~Unit members~~Employees involuntarily reassigned under this provision during the school year shall have the right to indicate preferences from a current list of vacancies at another CSP site for a track other than the one to which the ~~member~~employee is being reassigned. Such ~~unit member~~employees, if qualified, shall have preference over those employees seeking voluntary transfer in regard to choice among those positions ~~which~~that are vacant.

4. ~~4.~~ — Permanent and second-year probationary (P-2) ~~unit member~~employees involuntarily reassigned under this provision, for the subsequent school year, shall notify their site administrator within five (5) ~~workdays~~work days of their decision to accept the reassignment or be declared an involuntary transfer. Such a transfer shall be to another CSP site for a track other than the one to which the member is being reassigned. Involuntary Transfers under this provision shall then notify the District within five (5) ~~workdays~~work days of receiving the Spring Hiring vacancy list of their choices among those positions ~~which~~that are vacant or their decision to remain at their current site and accept the track reassignment. Such ~~unit member~~employees will receive the listing before the vacancies are posted district-wide and, if qualified, shall have preference over those employees seeking voluntary transfers.

## Section 2 - Assignment to WorksitesWork Sites and Positions Designated ~~The~~the Continuous School Program (Initial Year-)

A. ~~A.~~ ~~Unit members~~Employees presently assigned to worksiteswork sites or positions designated for the Continuous School ProgramCSP shall have the right to remain at those worksiteswork sites or positions unless they become subject to involuntary transfer pursuant to Article XV of the Agreement.

### B. ~~B.~~ Track Assignment of Unit MembersEmployees In WorksitesWork Sites Designated For CSP:

1. ~~1.~~ — Within ten (10) workdayswork days after notification of the District's intent to implement a CSP, the facultyemployees and administration will meet to discuss the

most equitable distribution of track ~~assignments.~~assignments. It is the intent of this Article to allow the facultyemployees and administration of a particular CSP site to determine track assignments to the greatest extent possible, with the District retaining the right to make final assignments. If track

assignment agreement is not reached during the process, the site administrator shall consider the following criteria in assigning teachers:

~~(a)~~ ~~(a)~~—Seniority in the District.

~~(b)~~ ~~(b)~~—Seniority at the ~~worksite~~-work site

~~(c)~~ ~~(e)~~—Seniority at grade level or subject matter within the District.

~~2.~~ ~~2.~~—~~Unit members~~Employees assigned to the CSP as a result of a transfer request will be assigned to open track positions by the ~~worksitesite~~ administration.

~~3.~~ ~~3.~~—Unresolved conflicts regarding track assignment can be appealed to the Superintendent or his/her designee who will render a decision within ten (10) ~~workdays~~work days of written notice of appeal.

~~C.~~ ~~C.~~The District shall transfer those ~~unit member~~employees electing not to work in ~~worksites~~work sites designated for CSP to a non-CSP ~~work site~~. ~~Unit members~~work site. Employees transferred under this provision shall have the rights and benefits provided in Article XV, Section 3 -- Involuntary Transfers. ~~Unit members~~Employees seeking transfers shall notify the District within ten (10) ~~workdays~~work days of the completion of track assignments as described in Section 2, subsection ~~4.4~~ of this Article.

~~D.~~ ~~D.~~Transfer Into Continuous School Program—Within twenty-five (25) ~~workdays~~work days after notification of the District's intent to implement a CSP, the District shall post at all ~~worksites~~work sites any available openings in the ~~Continuous School Program~~. ~~Unit members~~CSP. Employees interested in applying for such positions shall notify the ~~Human Resources Office~~Department of Personnel Office in writing. ~~Unit members~~Employees shall be selected according to the provisions of Article XV, Section 2 -- Voluntary Transfers.

~~E.~~ ~~E.~~Transfer From Continuous School Program -- End of First Year—Prior to April 15 of the end of the first year of the CSP, ~~a unit member~~an employee will notify the District, in writing, of his/her intention to transfer out of the CSP. Such ~~transfer~~transfers shall be limited to a non-CSP ~~worksite~~work site but shall otherwise carry with it all the benefits of an involuntary transfer. ~~Unit members~~Employees who wish to transfer to another CSP ~~worksite~~work site at any time during their first year or to transfer out of CSP after April 15 of their first year will be considered as voluntary transfers.

### **Section 3 -- Extended Year Assignment.**

~~A.~~ ~~A.~~—The District will post openings for intersession assignments if it determines such sessions will be held. ~~Unit members~~Employees shall apply for intersession assignments, and selections for assignments shall be made as set forth in Appendix 9

Summer School. The District shall compensate the ~~unit member~~employee on intersession assignment at pro-rata summer school assignment rates.



B. B.—No ~~unit member~~employee will be required to work longer than one hundred eighty-two (182) ~~workdays~~work days, except as provided in Article X, Section 1 (new teachers), Article X, Section 3 (Psychologists for example), and Article X, Section 8 (Counselors).

C. C.—Consistent and quality Special Education services: i.e., LSH and RSP, will be offered across all tracks. No support services ~~unit member~~employee shall be required to work more than one hundred eighty-two (182) days. Support services ~~unit member~~employees may work up to two hundred ten (210) days upon their written agreement. Resource Specialists working ~~182 days will have a caseload of no more than twenty-eight (28), thirty-two (32) with a waiver. A support services unit member working more days will have their caseload increased proportionally. If the caseload for an LSH exceeds 60, the District shall make appropriate adjustments.~~one hundred eighty-two

D.—Unit members(182) days will have a case load of no more than twenty-eight (28), thirty-two (32) with a waiver. A support services employee working more days will have their case load increased proportionally. If the case load for an LSH exceeds 60, the District shall make appropriate adjustments.

D. Employees shall submit a schedule of service days to the appropriate supervisorsite administrator at least ten (10) days prior to the beginning of the school year. No support services ~~unit member~~employee will be required to work ~~four (4) day~~ work week. If the proposed schedule is disapproved, the reasons for disapproval shall be in writing upon request of the ~~unit member.~~employee. If agreement is not reached, the proposed schedule will be submitted to the Superintendent or his/her designee for final approval.

E. E.—~~Unit members~~Employees who agree to work such a additional days shall be compensated at their daily rate of pay for the extended ~~work~~wo year. "CSP" shall be added to the position title, enabling the ~~unit member~~employee to receive full credit for the extra days toward their retirement.

#### **Section 4 -- Communications:**

A. A.—Each ~~CSP~~ site administrator shall communicate appropriate District announcements to employees who are off-track. Examples include information regarding applications for Consulting Teachers and Support Providers, extra-duty assignments, and faculty election matters.

B. B.—The District shall, upon request by a unit member an employee, make a reasonable effort to notify that unit member employee during intersession or off-track assignment of any appropriate posted openings which that may arise during intersession or off-track assignment. The unit member's employee's request shall be in writing and will include a mailing address.

**Section 5 -- Substitutes--**

~~Unit members~~Employees not on duty status will be allowed but not required to substitute. ~~Unit members~~Employees shall be paid the long-term substitute rate of pay as established by the District. ~~Unit members~~Employees may substitute at all school sites.

**Section 6 -- Evaluation:**

A. A. ~~A unit member~~An employee in a CSP school shall be notified of the identity of his/her primary evaluator within thirty (30) calendar days of the beginning of his/her initial track of the year ~~in which~~that the evaluation is to take place.

B. B. ~~Observation and evaluation procedures and schedules shall be in accordance with Article XIII except the following:~~

1. Probationary ~~teacher~~employees shall have their first formal classroom ~~observation~~ servation within one hundred (100) calendar days of the beginning of his/her initial track.
2. Observations normally shall not be conducted ~~in the~~ first two (2) days an employee has returned on-track or the last two (2) days prior to the employee going off-track.

C. C. ~~Final evaluation conferences and written evaluations shall be held no later than thirty (30) calendar days for permanent employees and no later than sixty (60) calendar days for probationary employees before the end of the final track in the~~ ~~unit member's~~employee's instructional year.

**Section 7 -- Room Assignments**

A. A. ~~Every reasonable effort will be made to ensure that shared room assignments be equitably distributed at each CSP site. The site administrator will make room assignments after consultation with~~ ~~the~~ affected teachers.

B. B. ~~When~~ ~~teacher~~employees share a classroom, all ~~teacher~~employees will have appropriate availability for storage space in the room being shared.

C. C. ~~A "roving teacher" is a teacher in the CSP whose classroom assignment changes when the tracks change. The District will seek volunteers before making roving assignments.~~

**Section 8 -- Flexible Scheduling:**

A. A. ~~A unit member~~An employee may be permitted to exchange instructional days with another ~~unit member~~employee at the same school site who is appropriately credentialed and on satisfactory status.

B. B.—An exchange contract will be agreed to between the two (2) teacheremployees and signed by each.

C. C.—The signed agreement shall then be submitted to the site principaladministrator for approval at least five (5) working days before the exchange. Specific arrangements will be noted on a standard District form. Exchange days will be limited to a maximum number of ten (10) days per work year.

D. D.—Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the unit memberemployee who fails the contractual agreement.

### **Section 9 -- Program Termination or Modification of Track Schedule**

A. A. If the District decides to eliminate CSP at one (1) or more sites, the District will provide the Association no less than one hundred twenty (120) calendar days' notice.

B. B. If the District is considering modifying the number of tracks or track design at one (1) or more CSP sites, the District will provide the Association no less than ninety (90) calendar days' notice.

C. C. Within ten (10) workdays of the Governing Board's approval of the program changes, a unit memberan employee will notify the District, in writing, of his/her intention to transfer out of the site. Such unit memberemployees shall have the right to indicate preferences from a list of vacancies if such vacancies exist and, if qualified, shall have preference over those employees seeking voluntary transfer in regard to choice among those positions which are vacant.

### **Section 10 -- Salary.**

A. A.—A unit memberAn employee assigned to a CSP position shall be compensated on the same base salary schedule as a unit memberan employee assigned to a traditional calendar position. Advancement on the salary schedule shall be as provided in Appendix A2-Article VIII "Wages".

B. B.—If a unit memberan employee transfers into or out of a CSP site and in the process changes his/her pay cycle, the District will make every reasonable effort to accommodate the unit member'semployee's pay cycle to minimize interruption of regular

pay warrants. Over or under payments that occur in any fiscal year will be handled as quickly and equitably as possible.

~~C. C.~~ Contingent upon County Office of Education approval and subsequent to appropriate payroll procedures being approved, ~~a bargaining unit member who if an employee~~ is involved in a transfer from a CSP school to a ~~traditional school, the District shall maintain the twelve (12) calendar month pay period at the bargaining member's request.~~

~~D. Unit~~ \_\_\_\_\_ ~~members~~

traditional school, the District shall maintain the twelve (12) calendar month pay period at the employee's request.

D. Employees who work in the CSP shall not be adversely affected by the application of the standards for salary schedule advancement or the standards for the determination of years of service credit as defined in Appendix A-2 Article VIII "Wages" of the Collective Bargaining Agreement.

### **Section 11 -- Leaves.**

A. A.—Unpaid leaves of absence shall be allowed based on the CSP calendar; i.e., leaves will correspond with the length of the teaching session.

B. B.—All other leave provisions continue as provided in Article XVI.

C. C.—~~A unit member~~An employee assigned to an intersession assignment shall have the same sick leave entitlement as provided to summer school assignments on a pro-rata basis.

D. D.—~~A unit member~~An employee whose assignment extends fifteen (15) ~~workdays~~work days more than a traditional assignment shall earn one (1) additional day for every fifteen (15) continuous ~~workdays~~work days thereafter.

E. E. ~~Bargaining unit members~~Employee may not use ~~personal business leave~~Personal Business Leave to extend holidays or scheduled recesses, on track change days, or on ~~any~~any student release days.

### **Section 12 -- Hours of Employment.**

Hours of Employment shall be ~~done~~ in accordance with the provisions of Article X of the collective bargaining agreementAgreement, except as provided ~~below~~below :

A. A.—There shall be no more than one hundred and seventy-eight (178) instructional days per year for the duration of the Agreement.

B. B.—The length of the work year for employees shall not exceed one hundred eighty-two (182) days ~~(182)~~, except that the District may require newly-hired teachers to work one (1) additional day. The work year shall include two (2) days prior to the opening of school for all returning employees; two (2) elementary parent conference days, unless the District and the Association mutually agree otherwise; plus track change days for teachers returning on track.

C. C. On track change days, the ~~unit member~~employee coming on track may, with the consent of the site administrator, choose a delayed starting time (not to exceed two (2) hours). The ~~unit member's work day~~employee's work day shall not exceed seven and one-half (7 ~~1/2~~<sup>1/2</sup>) hours.

**Section 13 -- Employee Preferences--**

Track Assignments of Employee's Children ~~Unit members~~ Employees whose children attend CSP schools in the ~~Riverside Unified School~~ District shall be given priority during the registration process for scheduling of their children's track assignments.

**Section 14 -- Combination Classes--** The District shall make a reasonable effort to restrict the number of combination classes on each track. Should combination classes become necessary, the District shall make a reasonable effort to restrict such combinations to two (2) contiguous grade levels.

SUSPENDED



**RIVERSIDE UNIFIED SCHOOL DISTRICT** Appendix 1

**TEACHER SALARY SCHEDULE**

Effective January 1, 2014

WORK YEAR: 185 DAYS

<b>STEP</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	\$49,695	\$50,117	\$52,623	\$55,256
2	\$50,448	\$51,997	\$54,595	\$57,328
3	\$51,331	\$53,947	\$56,645	\$59,476
4	\$53,053	\$55,970	\$58,767	\$61,707
5	\$55,043	\$58,068	\$60,972	\$64,022
6	\$57,103	\$60,246	\$63,260	\$66,420
7	\$59,249	\$62,506	\$65,632	\$68,913
8	\$61,468	\$64,849	\$68,092	\$71,497
9	\$63,775	\$67,280	\$70,645	\$74,178
10	\$66,165	\$69,804	\$73,295	\$76,959
11	\$68,648	\$72,421	\$76,041	\$79,845
12	\$0	\$75,137	\$78,895	\$82,839
13	\$0	\$77,956	\$81,852	\$85,946
14	\$0	\$80,878	\$84,922	\$89,167

After June 30, 2007, no new hires shall be placed nor advance below the dotted lines. Only employees below the dotted lines prior to June 30, 2007, are eligible for step movement below the dotted lines.

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

\*Salary Anniversary Increments shown below are based on the highest salary in columns A, B, C, & D.

20th Year*	\$70,364	\$82,900	\$87,045	\$91,396
24th Year*	\$72,080	\$84,922	\$89,168	\$93,626
28th Year*	\$73,796	\$86,944	\$91,291	\$95,855

An additional \$750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

**RIVERSIDE UNIFIED SCHOOL DISTRICT**

Appendix 2

**TEACHER SALARY SCHEDULE**

Effective January 1, 2014

Per Diem Rates (185 DAYS)

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	\$268.62	\$270.90	\$284.45	\$298.68
2	\$272.69	\$281.07	\$295.11	\$309.88
3	\$277.46	\$291.60	\$306.19	\$321.49
4	\$286.77	\$302.54	\$317.66	\$333.55
5	\$297.53	\$313.88	\$329.58	\$346.06
6	\$308.67	\$325.65	\$341.94	\$359.02
7	\$320.26	\$337.87	\$354.77	\$372.50
8	\$332.26	\$350.53	\$368.07	\$386.47
9	\$344.73	\$363.68	\$381.86	\$400.96
10	\$357.65	\$377.32	\$396.19	\$416.00
11	\$371.07	\$391.47	\$411.03	\$431.59
12	\$0.00	\$406.15	\$426.46	\$447.78
13	\$0.00	\$421.38	\$442.44	\$464.57
14	\$0.00	\$437.18	\$459.04	\$481.98

After June 30, 2007, no new hires shall be placed nor advance below the dotted lines. Only employees below the dotted lines prior to June 30, 2007, are eligible for step movement below the dotted lines.

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

\*Salary Anniversary Increments shown below are based on the highest salary in columns A, B, C, & D.

20th Year*	\$367.79	\$433.31	\$454.98	\$477.72
24th Year*	\$385.95	\$454.70	\$477.45	\$501.31
28th Year*	\$404.54	\$476.61	\$500.44	\$525.47

**PROCEDURES FOR SALARY RECLASSIFICATION**

For Traditional Year Employees

Employees planning to meet the requirements for a higher classification on the salary schedule effective with their September payroll should submit the form, "Request for Reclassification," to the Human Resources Office not later than June 30. Transcripts, or verification of courses in progress, must be submitted to the Human Resources Office by August 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by October 15 the employee will revert to the appropriate classification and an adjustment will be made in the

employee's salary.

~~A second opportunity for higher classification shall be instituted. Ten-month employees planning to meet the requirements for a higher classification on the salary schedule effective with their February payroll should submit the form "Request for Reclassification," to the Human Resources Office not later than November 30. Transcripts, or verification of courses in progress, must be submitted to the Human Resources Office by January 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by March 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.~~

~~Effective July 1, 2008, employees may only advance one salary column per school year.~~

An additional \$750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

**RIVERSIDE UNIFIED SCHOOL DISTRICT**  
**EXTENDED DAY SALARY SCHEDULE**

Appendix 3

Effective January 1, 2014

An extended day assignment is that portion of a long-term classroom teaching assignment that is in excess of a full-time assignment. For example, if the full-time assignment of an employee in a secondary school is five (5) instructional periods, any additional class over five (5) periods daily is an extended day assignment. The hourly rate for such assignments shall be paid on the following schedule:

**HOURLY RATE PER TEACHING HOUR**

	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
LEVEL I (Step 1-4)	\$44.07	\$46.20	\$48.55	\$50.94
LEVEL II (Step 5-8)	\$50.89	\$53.42	\$56.13	\$58.85
LEVEL III (Step 9-14)*	\$58.82	\$61.75	\$64.80	\$68.11

\*The policies regarding the frozen steps of the regular teacher schedule apply to Extended Day.

Teachers with a sixth period extended day assignment shall be paid when absent from the assignment on Sick or Personal Business leave.

This salary schedule also applies to Home Hospital teachers.

RIVERSIDE UNIFIED SCHOOL DISTRICT Appendix 4A

SALARY PLACEMENT POLICIES FOR TEACHERPSYCHOLOGIST SALARY SCHEDULE

The Effective January 1,

2014 WORK YEAR: 193

<b>STEP</b>	<b>SALARY</b>
	<u>DAYS</u>
Intern	\$47,366
1	\$70,232
2	\$74,179
3	\$78,124
4	\$82,079
5	\$86,019
6	\$89,970
7	\$93,912
8	\$98,503
9	\$101,808

1. Initial step placement will be based upon:

a. Verifiable years of paid previous experience as a school psychologist or CWA consultant,

or

By determining employee's placement on the Teacher Salary Schedule is used for teachers, nurses, librarians, speech therapists, calculating daily rate, and counselors.

**CLASSIFICATION A:**

b. a) — Employees who hold the Bachelor's Degree, appropriate credentials, and who have earned less than forty five (45) semester hours of approved credit since completion then selecting the next higher

daily rate of the work for that degree. Course work must bear a grade of "C" or better to be considered. Employees hired after January 1, 2001, shall not be placed nor advanced beyond step "A-10" of the salaryabove schedule.

2. Interns, when reemployed as regular employees, will be placed on Step One (I).

3. Additional work days will be paid at the assigned daily rate.

RIVERSIDE UNIFIED SCHOOL DISTRICT      Appendix 4B  
PSYCHOLOGIST SALARY SCHEDULE  
Effective January 1, 2014

WORK YEAR: 208 DAYS

<b>STEP</b>	<b>SALARY</b>
Intern	\$51,045
1	\$75,691
2	\$79,943
3	\$84,195
4	\$88,456
5	\$92,705
6	\$96,964
7	\$101,211
8	\$106,159
9	\$109,721

1. Initial step placement will be based upon:
  - a. Verifiable years of paid previous experience as a school psychologist or CWA consultant,
  - or
  - b. By determining employee's placement on the Teacher Salary Schedule, calculating daily rate thereon, and then selecting the next higher daily rate of the above schedule.
2. Interns, when reemployed as regular employees, will be placed on Step One (I).
3. Additional work days will be paid at assigned daily rate.

**RIVERSIDE UNIFIED SCHOOL DISTRICT** Appendix 5

**SPEECH & LANGUAGE PATHOLOGIST SALARY SCHEDULE**

Effective January 1, 2014

WORK YEAR: 185 DAYS

<b>STEP</b>	<b>SALARY</b>
Intern	\$43,130
1	\$63,956
2	\$67,547
3	\$71,141
4	\$74,741
5	\$78,332
6	\$81,930
7	\$85,519
8	\$89,698
9	\$92,709

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

\*Salary Anniversary Increments shown below are based on the highest salary:

20 years*	\$95,026
24 years*	\$97,344
28 years*	\$99,662



**RIVERSIDE UNIFIED SCHOOL DISTRICT**

Appendix 6A

**NURSE SALARY SCHEDULE**

Effective January 1, 2014

WORK YEAR: 185 DAYS

<b>STEP</b>	<b>SALARY</b>
1	\$63,956
2	\$67,547
3	\$71,141
4	\$74,741
5	\$78,332
6	\$81,930
7	\$85,519
8	\$89,698
9	\$92,709

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

\*Salary Anniversary Increments are shown below are based on the highest salary :

20th Year*	\$95,026
24th Year*	\$97,344
28th Year*	\$99,662

**RIVERSIDE UNIFIED SCHOOL DISTRICT**

Appendix 68

**NURSE SALARY SCHEDULE**

Effective January 1, 2014

WORK YEAR: 190 DAYS

<b><u>STEP</u></b>	<b><u>SALARY</u></b>
<u>1</u>	<u>\$65,684</u>
<u>2</u>	<u>\$69,374</u>
<u>3</u>	<u>\$73,064</u>
<u>4</u>	<u>\$76,761</u>
<u>5</u>	<u>\$80,449</u>
<u>6</u>	<u>\$84,144</u>
<u>7</u>	<u>\$87,831</u>
<u>8</u>	<u>\$92,122</u>
<u>9</u>	<u>\$95,200</u>

**J**

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

\*Salary Anniversary Increments are shown below are based on the highest salary:

20th Year*	\$97,594
24th Year*	\$99,974
28th Year*	\$102,354

**RIVERSIDE UNIFIED SCHOOL DISTRICT**

Appendix 6C

**NURSE SALARY SCHEDULE**

Effective January 1, 2014

**WORK YEAR: 200 DAYS**

<b>STEP</b>	<b>SALARY</b>
1	\$69,142
2	\$73,024
3	\$76,908
4	\$80,801
5	\$84,683
6	\$88,573
7	\$92,453
8	\$96,972
9	\$100,225

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

\*Salary Anniversary Increments are shown below on the highest salary:

20th Year*	\$102,731
24th Year*	\$105,236
28th Year*	\$107,742

**RIVERSIDE UNIFIED SCHOOL DISTRICT**      Appendix 7  
**COUNSELOR SALARY SCHEDULE**  
Effective January 1, 2014

WORK YEAR: 200 DAYS - 8 HOURS/DAY

<b>STEP</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	\$57,325	\$57,811	\$60,701	\$63,736
2	\$58,195	\$59,979	\$62,979	\$66,127
3	\$59,213	\$62,227	\$65,338	\$68,607
4	\$61,198	\$64,560	\$67,790	\$71,180
5	\$63,492	\$66,982	\$70,333	\$73,850
6	\$65,872	\$69,495	\$72,970	\$76,619
7	\$68,342	\$72,099	\$75,705	\$79,490
8	\$70,906	\$74,804	\$78,545	\$82,471
9	\$73,565	\$77,610	\$81,491	\$85,564
10	\$76,323	\$80,520	\$84,546	\$88,773
11	\$79,185	\$83,539	\$87,716	\$92,103
12	\$0	\$86,674	\$91,004	\$95,557
13	\$0	\$89,922	\$94,418	\$99,140
14	\$0	\$93,294	\$97,958	\$102,856

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

\*Salary Anniversary Increments are shown below are based on the highest salary in columns A, B, C, & D:

20th Year*	\$81,165	\$95,626	\$100,407	\$105,427
24th Year*	\$83,144	\$97,958	\$102,856	\$107,999
28th Year*	\$85,124	\$100,291	\$105,305	\$110,570

**CLASSIFICATION B:** \_\_\_\_\_

- \_\_\_\_\_ a) \_\_\_\_\_ Employees who hold the Master's Degree and appropriate credentials.
- \_\_\_\_\_ b) \_\_\_\_\_ Employees who hold the Bachelor's Degree, appropriate credentials, and have earned less than sixty (60) approved semester units since completion of work for that degree. Course work must bear a grade of "C" or better to be considered.

**CLASSIFICATION C:**

~~a) Employees who hold the Master's Degree from a college or university, appropriate credentials, and have earned fifteen (15) approved~~

An additional \$750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units since completion of that which have been earned after the degree. Course work must bear has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better to, and be considered approved courses.

**RIVERSIDE UNIFIED SCHOOL DISTRICT**      Appendix 8  
**STAFF DEVELOPMENT SPECIALIST SALARY SCHEDULE**  
Effective January 1, 2014

**WORK YEAR: 185 DAYS - 8 HOURS/DAY**

<b>STEP</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	\$53,023	\$53,475	\$56,147	\$58,956
2	\$53,829	\$55,480	\$58,255	\$61,165
3	\$54,773	\$57,561	\$60,440	\$63,461
4	\$56,608	\$59,719	\$62,706	\$65,841
5	\$58,730	\$61,959	\$65,058	\$68,310
6	\$60,931	\$64,283	\$67,497	\$70,872
7	\$63,217	\$66,694	\$70,027	\$73,530
8	\$65,588	\$69,195	\$72,653	\$76,287
9	\$68,049	\$71,790	\$75,380	\$79,147
10	\$70,599	\$74,482	\$78,205	\$82,116
11	\$73,246	\$77,274	\$81,139	\$85,194
12	\$0	\$80,172	\$84,180	\$88,389
13	\$0	\$83,178	\$87,339	\$91,704
14	\$0	\$86,297	\$90,612	\$95,143

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

\*Salary Anniversary Increments are shown below are based on highest salary in columns A, B, C, & D:

20th Year*	\$75,077	\$88,454	\$92,877	\$97,522
24th Year*	\$76,908	\$90,612	\$95,143	\$99,901
28th Year*	\$78,739	\$92,769	\$97,408	\$102,279

~~b) Employees who have~~

~~An additional \$750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.~~

~~The units beyond the degree are semester units which have been earned less than seventy five (75) after the degree has been conferred. To convert quarter units to semester units since completion of the Bachelor's Degree. Course work must bear a grade of "C" or better to be considered.~~

**CLASSIFICATION D:**

~~—— a) —— Employees who hold the Master's Degree from a college or university, or have been granted the District Master's Equivalency, appropriate credentials, and who have earned thirty (30) or more approved semester units since the completion of that degree. Course work must bear, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better to, and be considered approved courses.~~

**RIVERSIDE UNIFIED SCHOOL DISTRICT**      Appendix 9  
MISCELLANEOUS SALARY PROVISIONS SALARY SCHEDULE  
 Effective January 1, 2014

BILP Contract	\$32.92 per hour assigned
Curriculum Development	\$32.92 per hour assigned
Elementary Class Dispersal	Current long-term substitute rate divided by the number of teachers taking students
Other Extra Duties Not Specified	\$32.92 per hour assigned
Saturday Supervision of Independent Study	\$32.92 per hour assigned
Saturday Inservice Attendance	\$23.21 per hour assigned
Attendance of other inservice classes for which the District offers employees pay to attend	\$23.21 per hour assigned
Substituting During Conference Period	20% of current long-term substitute rate
Workshop Presenter	\$43.51 per hour assigned
Time Keeper, Ticket Seller and Ticket Taker if not performing duties in Article X, Section 6	\$25.00 per assignment

All of the above assignments are voluntary with the exception of Substituting During  
 Conference Period.



**RIVERSIDE UNIFIED SCHOOL DISTRICT** Appendix 10

**COACHING STIPENDS - SALARY SCHEDULE**

Effective January 1, 2014

STEP	COLUMN A x %	4%	5%	6%	7%	8%
1	\$49,695	\$1,988	\$2,485	\$2,982	\$3,479	\$3,976
2	\$50,448	\$2,018	\$2,522	\$3,027	\$3,531	\$4,036
3	\$51,331	\$2,053	\$2,567	\$3,080	\$3,593	\$4,106
4	\$53,053	\$2,122	\$2,653	\$3,183	\$3,714	\$4,244
5	\$55,043	\$2,202	\$2,752	\$3,303	\$3,853	\$4,403
6	\$57,103	\$2,284	\$2,855	\$3,426	\$3,997	\$4,568
7	\$59,249	\$2,370	\$2,962	\$3,555	\$4,147	\$4,740
8	\$61,468	\$2,459	\$3,073	\$3,688	\$4,303	\$4,917
9	\$63,775	\$2,551	\$3,189	\$3,827	\$4,464	\$5,102
10	\$66,165	\$2,647	\$3,308	\$3,970	\$4,632	\$5,293

~~b) — Employees who have earned seventy-five (75) approved semester units since completion of the Bachelor's Degree and also hold a Master's Degree from a college or university, or have been granted the District Master's Equivalency and have earned seventy-five (75) approved semester units since completion of the Bachelor's Degree.~~

**DOCTORATE**

~~An additional \$750 will be added to the annual contract rate for those employees who hold earned doctorate degrees (Ph.D., Ed.D.) from a college or university accredited by the Western Association of Schools and Colleges or an equivalent accrediting association.~~

**SALARY COMPUTATION**

~~The District adopts the school calendar which determines the number of days an employee is required to be in attendance. Computation of the daily rate, in accordance with Education Code §45041, will be the basis for payroll deductions or for a work period less than the normal full year.~~

**PLACEMENT ON SCHEDULE**

~~At date of hire, each employee is required to submit to the Human Resources Office a complete set of transcripts to support placement on the salary schedule. Such placement will not be effective until these transcripts have been accepted and approved. Paychecks will be subject to withholding by the District if transcripts are not received within thirty (30) days of employment.~~

~~Employees hired for the full second semester shall receive a contract for not less than 50% of their annual rate of pay as determined by proper step and column placement. Employees hired at any time during the school year other than the semester break will have their salary computed on a work-day basis.~~

**CREDIT FOR PREVIOUS TEACHING EXPERIENCE**

~~New employees who have been employed in positions requiring certification in other school districts prior to employment in Riverside Unified are entitled to one (1) step on the salary schedule for every full year of such outside experience. The maximum allowance is five (5) steps for five (5) or more years of such prior experience. Employees whose initial work year commences on or after July 1, 1986, and hold an appropriate California credential shall be given full credit for previous experience. A full year of credit will be given for a partial year of employment if it involves a full semester or more. Two (2) part-time years would not count for more than one (1) year of credit.~~

~~Initial Step Placement for Nurses: Effective July 1, 2002, School Nurses shall be granted up to fourteen (14) years salary schedule credit as follows: One (1) year of credit for at least 75% of a full year of previous full-time experience within the last sixteen (16) years as a School Nurse, a public health nurse or as a licensed Registered Nurse in a hospital/clinic. In no case, however, will previous experience be credited unless the School Nurse held a bachelor's degree in nursing, and if said experience was rendered in a setting comparable to a school district as determined by the District.~~

~~Initial Step Placement for Speech and Language Pathologist: Effective July 1, 2002, Speech and Language Pathologist shall be granted up to fourteen (14) years salary schedule credit as follows: One (1) year of credit for at least 75% of a full year of previous full-time experience within the last sixteen (16) years as a Speech and Language Pathologist in a public school district, or as a licensed Speech Therapist/Pathologist in a hospital/clinic. In no case, however, will previous experience be credited unless the Speech and Language Pathologist held a bachelor's degree or higher in Speech and if said experience was rendered in a setting comparable to a school district as determined by the District~~

~~Service is recognized if it is determined by the District to be equivalent to public school service experience in private schools, parochial schools, or Peace Corps.~~

~~Only as stated subsequently will credit be given for military service:~~

- ~~1. Teaching experience done while in the service may be counted if it is considered by the District to be equivalent to full-time public school teaching.~~
- ~~2. When an employee of the District is called into the military service, he shall be guaranteed a position upon returning and the District shall recognize the years in the military service as additional years of teaching experience.~~

## **RE-EMPLOYMENT OF PERMANENT EMPLOYEES**

~~When any employee, who at the time of termination was classified as permanent, is re-employed after an absence of more than thirty nine (39) months, the governing board shall classify such employee as probationary with only the rights and privileges to which this classification is entitled. Maximum salary placement for such employees will be the same as that for new employees.~~

~~When any employee, who at the time of termination was classified as permanent, is re-employed within thirty nine (39) months, the governing board shall classify such employee as permanent with all the rights, benefits, and responsibilities of a permanent employee. Salary placement will be one (1) step beyond that which such employee had at the time of termination if beyond the maximum step allowable for new employees and within the current salary schedule.~~

## ~~PROCEDURES FOR SALARY RECLASSIFICATION~~

### ~~For Traditional Year Employees~~

~~Employees planning to meet the requirements for a higher classification on the salary schedule effective with their September payroll should submit the form, "Request for Reclassification," to the Human Resources Office not later than June 30. Transcripts, or verification of courses in progress, must be submitted to the Human Resources Office by August 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed-~~

~~work are not furnished by October 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.~~

~~A second opportunity for higher classification shall be instituted. Ten-month employees planning to meet the requirements for a higher classification on the salary schedule effective with their February payroll should submit the form "Request for Reclassification," to the Human Resources Office not later than November 30. Transcripts, or verification of courses in progress, must be submitted to the Human Resources Office by January 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by March 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.~~

~~Effective July 1, 2008, employees may only advance one salary column per school year.~~

#### For Continuous School Program Employees

~~Employees planning to meet the requirements for a higher classification on the salary schedule effective with their July payroll should submit the form, "Request for Reclassification," to the Human Resources Office not later than April 30. Transcripts or verification of courses in progress must be submitted to the Human Resources Office by June 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by August 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.~~

~~Effective July 1, 2002 a second opportunity for higher classification shall be instituted. Twelve-month employees planning to meet the requirements for a higher classification on the salary schedule effective with their January 30 payroll should submit the form "Request for Reclassification," to the Human Resources Office not later than October 30. Transcripts, or verification of courses in progress, must be submitted to the Human Resources Office by December 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by February 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.~~

#### For All Employees

~~All course work must be approved by the District before it can be counted toward salary reclassification. The criteria for such approval shall be that the course completed must be taken at a college accredited by the Western Association of Schools and Colleges or an equivalent accrediting association; that the grade earned by the employee is no lower than "C" and that the course content is such that the course is part of the employee's progress toward an advanced degree, or acceptable as part of the employee's progress toward a specified California credential, or toward the employee's improvement of teaching methods, or evidences further study by the employee of a subject commonly taught in Riverside Unified School District.~~

~~New employees must submit a complete set of transcripts to the Human Resources Office within thirty (30) days of employment. Any work taken beyond the Bachelor's Degree at time of employment must receive the approval of the District in order to meet the requirements for initial placement and consideration for future salary reclassifications. This set of transcripts must remain in the employee's file.~~

## **INCREMENT**

~~An employee completing service of a minimum of a semester under contract shall receive a step increment on the salary schedule if re-employed the following year.~~

## **~~ANNIVERSARY INCREMENT~~**

### **Definition**

~~The Anniversary Increment is recognition of employees who, in positions requiring certification, have given satisfactory service to the District and community for many years.~~

~~Service is interpreted as regular contract employment in a position requiring certification of not less than 60 percent of full time, summer service is not applicable. District granted medical or military leave shall be counted in the years of service.~~

**Requirement**

~~Service as employee in the District in accordance with definition above.~~

**Stipend**

- ~~1. At the beginning of the school year following the completion of nineteen (19) years of service in the District, an employee's contract shall include a 2.5% stipend.~~
- ~~2. At the beginning of the school year following the completion of twenty three (23) years of service in the District, an employee's contract shall include a 5% stipend.~~
- ~~3. At the beginning of the school year following the completion of twenty seven (27) years of service in the District, an employee's contract shall include a 7.5% stipend.~~

~~An employee who works 75% of any school year shall be given service credit for one (1) full year.~~

~~RIVERSIDE UNIFIED SCHOOL DISTRICT~~

~~MISCELLANEOUS SALARY PROVISIONS~~

~~Effective July 1, 2008~~

~~(Changes subject to Ratification, April/May, 2011)~~

<del>BILP Contract</del>	<del>\$31.06 per hour assigned</del>
<del>Curriculum Development</del>	<del>\$31.06 per hour assigned</del>
<del>Elementary Class Dispersal</del>	<del>Current long-term substitute rate divided by the number of teachers taking students</del>
<del>Other Extra Duties Not Specified</del>	<del>\$31.06 per hour assigned</del>
<del>Saturday Supervision of Independent Study</del>	<del>\$31.06 per hour assigned</del>
<del>Saturday Inservice Attendance</del>	<del>\$21.90 per hour assigned</del>
<del>Attendance of Other Inservice Classes for Which the District Offers Employees Pay to Attend</del>	<del>\$21.90 per hour assigned</del>
<del>Substituting During Conference Period</del>	<del>20% of current long-term substitute rate</del>

~~Workshop Presenter~~ \$41.05 per hour assigned

~~**Time Keeper, Ticket Seller, & Ticket Taker**~~ ~~**\$25 per assignment**~~  
~~**(if not performing duties in Article X, Section 6)**~~

~~All of the above assignments are voluntary with the exception of Substituting During Conference and mandated Project Inservice attendance.~~

The above schedule is for either men's or women's sports.

**BASEBALL**

7% Varsity Head  
6% Varsity Asst.  
6% J.V. Head  
6% Frosh/Soph Head

**CROSSCOUNTRY**

6% Head  
5% Asst.

**SOCCER**

6% Head  
5% Asst.  
5% J.V.

**TENNIS**

6% Varsity Head  
5% Asst.

**BASKETBALL**

7% Varsity Head  
6% Varsity Asst.  
6% J.V. Head  
6% Frosh/Soph Head

**FOOTBALL**

8% Varsity Head  
6% Varsity Asst.  
6% J.V. Head  
5% J.V. Asst.  
6% Frosh/Head  
5% Frosh/Asst.

**SOFTBALL**

7% Varsity Head  
6% Asst.  
6% J.V. Head

**TRACK**

6% Varsity Head  
5% Asst.

**SWIMMING**

6% Varsity Head  
5% Asst.

**GOLF**

4% Varsity Head

**WRESTLING**

6% Varsity Head  
5% Asst.

**VOLLEYBALL**

6% Head  
5% Asst.

**WATER POLO**

6% Head  
5% Asst.

**TRAINER**

4% Per Session

**SPRING FOOTBALL:** \$356 per year per school

The steps indicate years of verified paid experience in this activity in RUSD or other school districts.



Summer Sports Camp: \$32.92 per hour (maximum hours pre-approved and paid by Booster Club)

**RIVERSIDE UNIFIED SCHOOL DISTRICT**      Appendix 11  
**EXTRA DUTY ANNUAL STIPENDS - SALARY SCHEDULE**  
 Effective January 1, 2014

STEP	COLUMN A x %	1.7%	3%	4%	6%	8%
1	\$49,695	845	1,491	1,988	2,982	3,976
2	\$50,448	858	1,513	2,018	3,027	4,036
3	\$51,331	873	1,540	2,053	3,080	4,106
4	\$53,053	902	1,592	2,122	3,183	4,244
5	\$55,043	936	1,651	2,202	3,303	4,403
6	\$57,103	971	1,713	2,284	3,426	4,568
7	\$59,249	1,007	1,777	2,370	3,555	4,740
8	\$61,468	1,045	1,844	2,459	3,688	4,917
9	\$63,775	1,084	1,913	2,551	3,827	5,102
10	\$66,165	1,125	1,985	2,647	3,970	5,293

**Summer Sports Camp: \$31.06 per hour (maximum hours pre-approved and paid by Booster Club)**

\*\*

**One. Seven Percent 1.7%**

Elementary School Team Leader

**Three Percent (3%)**

SST Chair

Future Business Leaders of America

Model U.N. \*\*

Bilingual Teachers in bilingual classroom settings/dual immersion program, BCC/BCLAD certification

**Six Percent (6%)**

High School Yearbook

High School Orchestra

High School Newspaper

Middle School Band Director

Junior or Senior Class Advisor

**Four Percent (4%)**

Academic Competition Advisor \*\*

Flag Advisor

Freshman or Sophomore Class Advisor

Winter Guard

High School Drama, Assistant Teacher

High School Magazine

High School Concert Band

High School Marching Band, Assistant Director

Middle School Intramurals

Middle School Yearbook Sponsor

Middle School Choir Director

Middle School Orchestra

Middle School Dance

Middle School Drill Team (1/2 stipend if team has class-time practice)

Middle School Student Council Advisor (1/2 stipend if assigned as a regular class)

**Eight Percent (8%)**

High School Marching Band\*

High School Drama

High School Pep Squad\*

High School Drill Team\*

High School Dance

High School Choir

High School Speech & Forensics

High School Director of Activities

(with no released time)

The steps indicate years of verified paid experience in this activity in RUSD or other school districts.

\* Directors shall receive a weekly prorate of their stipend for each week of CIF playoff competition, if their unit performs.

\*\* Academic Competition advisors shall receive an additional 25% of their stipend if team advances to state level, and an additional 25% if team advances to national competition. Academic competitions are based upon regular practice; coaching; teaching or training students; team activity; a ~~defined season; and multiple competitions.~~ defined season; and multiple competitions.

TEACHER GROUPLADERS

Secondary Schools: ~~\$49.13~~\$52 per class section in department (without release time)  
(Minimum = ~~\$736~~780, Maximum = ~~\$2,457~~2604)

**RIVERSIDE UNIFIED SCHOOL DISTRICT** Appendix 12 A  
**SECONDARY SUMMER SCHOOL SALARY SCHEDULE**

**Five (5) Hour Summer  
Schedule**

**Effective January 1, 2014**

(Applies only to sessions authorized by the District)

**DAILY RATE**

	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
LEVEL I (Step 1-4)	\$218.15	\$228.70	\$240.36	\$252.17
LEVEL II (Step 5-8)	\$251.91	\$264.47	\$277.88	\$291.34
LEVEL III (Step 9-14)	\$291.18	\$305.70	\$320.81	\$337.19

**District Procedures for Placement on Schedule**

Placement on the above schedule for the summer session will be with the normal increment for employees. No reclassifications can be considered. Summer School payment will be made on the next County pay cycle following the last day of the summer session, but no later than ten (10) days after the termination of the services.

Summer School is paid on a daily rate with the calendar determining the number of days in the session. **The salary schedule above reflects a five hour teaching schedule, exclusive of a twenty-minute passing period.**

Applicants not in the employ of this district shall not be hired for any summer school teaching position for which there is a qualified district employee available with recent experience teaching in that subject area; (i.e. math, science, social studies, etc.). Current employees with clear credentials appropriate to the position shall be hired before applicants with emergency credentials. When there are two (2) or more current employee applicants with clear and appropriate credentials, priority shall be given to the one with recent (within the past three (3) years) experience or special training in the course to be taught. Teachers whose most recent written evaluation has been marked “unsatisfactory” shall lose their priority hiring status.

Out-of-District employees assigned to summer school duties will be placed on Level I based on transcript verification of column placement. Former employees who return for just summer school employment will be considered "Out-of-District" employees and will be placed on Level I of transcript-verified column placement.

Employees assigned to serve as substitute teachers for the summer program will be placed on the schedule as if assigned to the regular summer school assignment.

**AGREE:**

**For the District**

**For the Association**

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

STEP	COLUMN					
	A - x %	1.7%	3%	4%	6%	8%
1	\$46,882	\$797	\$1,407	\$1,876	\$2,813	\$3,751
2	\$47,592	\$809	\$1,427	\$1,903	\$2,855	\$3,807
3	\$48,425	\$823	\$1,452	\$1,937	\$2,906	\$3,874
4	\$50,050	\$851	\$1,502	\$2,002	\$3,003	\$4,004
5	\$51,927	\$883	\$1,557	\$2,077	\$3,117	\$4,154
6	\$53,871	\$916	\$1,616	\$2,154	\$3,233	\$4,310
7	\$55,895	\$950	\$1,678	\$2,236	\$3,354	\$4,471
8	\$57,989	\$986	\$1,740	\$2,320	\$3,478	\$4,639
9	\$60,165	\$1,023	\$1,805	\$2,407	\$3,610	\$4,814
10	\$62,420	\$1,061	\$1,872	\$2,497	\$3,746	\$4,993

1.7%

Elementary School Team Leader

Three Percent (3%)

SST Chair

Future Business Leaders of America

Future Business Leaders of America

Model U.N.\*

Bilingual Teachers in bilingual classroom settings/dual immersion program, BCC/BCLAD certification

Six Percent (6%)

High School Yearbook

High School Orchestra

High School Newspaper

Middle School Band Director

Junior or Senior Class Advisor

Four Percent (4%)

Academic Competition Advisor

Flag Advisor

Freshman or Sophomore Class Advisor

Winter Guard

High School Drama, Assistant Teacher

High School Magazine

High School Concert Band

Forensics

High School Marching Band, Assistant Director

Middle School Intramurals

Middle School Yearbook Sponsor

Middle School Choir Director

Middle School Orchestra

Middle School Dance

Middle School Drill Team (1/2 stipend if team has class time practice)

Middle School Student Council Advisor (1/2 stipend if assigned as a regular class)

Eight Percent (8%)

High School Marching Band \*

High School Drama

High School Pep Squad \*

High School Drill Team \*

High School Dance

High School Choir

High School Speech and

The steps indicate years of verified paid experience in this activity in RUSD or other school districts.

\* Directors shall receive a weekly prorate of their stipend for each week of CIF playoff competition, if their unit performs.

~~\*\* Academic Competition advisors shall receive an additional 25% of their stipend if team advances to state level, and an additional 25% if team advances to national competition. Academic competitions are based upon regular practice; coaching; teaching or training students; team activity; a defined season; and multiple competitions.~~

TEACHER GROUP LEADERS

Secondary Schools: \_\_\_\_\_ \$49.13 per class section in department (without release time)  
\_\_\_\_\_ (Minimum = \$736, Maximum = \$2,457)

**AGREE:**

**For the District** \_\_\_\_\_

**For the Association** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date: \_\_\_\_\_

District Procedures for Placement on Schedule

~~Placement on the above schedule for the summer session will be with the normal increment for employees. No reclassifications can be considered. Summer School payment will be made on the next County pay cycle following the last day of the summer session, but no later than ten (10) days after the termination of the services.~~

~~Summer School is paid on a daily rate with the calendar determining the number of days in the session.~~  
**The salary schedule above reflects a five hour teaching schedule, exclusive of a twenty-minute passing period.**

~~Applicants not in the employ of this district shall not be hired for any summer school teaching position for which there is a qualified district employee available with recent experience teaching in that subject area; (i.e. math, science, social studies, etc.). Current employees with clear credentials appropriate to the position shall be hired before applicants with emergency credentials. When there are two or more current employee applicants with clear and appropriate credentials, priority shall be given to the one with recent (within the past three (3) years) experience or special training in the course to be taught. Teachers whose most recent written evaluation has been marked "unsatisfactory" shall lose their priority hiring status.~~

~~Out of District employees assigned to summer school duties will be placed on Level I based on transcript verification of column placement. Former employees who return for just summer school employment will be considered "Out of District" employees and will be placed on Level I of transcript verified column placement.~~

~~Employees assigned to serve as substitute teachers for the summer program will be placed on the schedule as if assigned to the regular summer school assignment.~~

Summer school employees who split a full assignment (not less than 14 days) shall each be entitled to one-half (1/2) day of ~~sick leave~~Sick Leave during the summer session. Unused summer sick leave will be credited to the employee's regular ~~sick leave~~Sick Leave balance.



**RIVERSIDE UNIFIED SCHOOL DISTRICT**      Appendix 13

**ROTC SALARY SCHEDULE**

Effective January 1, 2014

WORK YEAR: 215 DAYS

<b>STEP</b>	<b>V NCO INSTRUCTOR</b>	<b>W SENIOR INSTRUCTOR</b>
1	\$41,074	\$61,476
2	\$42,883	\$63,279
3	\$44,673	\$65,069
4	\$46,482	\$66,867
5	\$48,272	\$68,667
6	\$50,079	\$70,470
7	\$51,869	\$72,266
8	\$53,670	\$74,061
9	\$55,473	\$75,848
10	\$57,263	\$77,653
11	\$59,059	\$79,449
12	\$60,855	\$81,254

Entry on the scale will be at the nearest dollar figure as computed by subtracting retirement pay from active duty pay allowances.

Employees paid on this schedule normally shall have the days of winter and spring recess as off-duty days. However, if some circumstances relating directly to the ROTC Program require the attention and presence of the ROTC employees, and these employees work one or more days during these recess periods, they shall do so without additional remuneration. These employees work a twelve (12) month year but are entitled to twenty (20) days off duty during the months of July and August. Actual days off duty shall be cleared in advance with the principal of the school to which the employee is assigned.

**RIVERSIDE UNIFIED SCHOOL DISTRICT**  
**ADULT & ALTERNATIVE EDUCATIONAL SERVICES SALARY SCHEDULE** Appendix 14A  
 Effective January 1, 2014

This schedule is to be used for hourly Probationary and Permanent teachers in Adult & Alternative Educational Services.

**HOURLY PROBATIONARY & PERMANENT ADULT & ALTERNATIVE  
 EDUCATIONAL SERVICES EMPLOYEES ONLY**

Adult & Alternative Educational Services teachers shall be paid the appropriate hourly rate for each class assigned as long as that class is maintained. These employees shall be paid monthly.

Whenever, in the judgment of the site administrator, the instructional hours of a full-time permanent employee's assignment can be accurately estimated annually, that employee shall be paid an annual salary for the work year. This salary shall be paid in equal monthly installments. The salary shall be computed by multiplying the hourly rate appropriate to the individual employee by the total number of instructional hours in the annual assignment of the permanent employee. This provision shall not apply to summer school or other special short-term assignments.

If enrollment or funding changes force the diminishment of a permanent employee's teaching assignment and there is no other appropriate class to which the permanent employee may be assigned, then the permanent employee's annual salary will be diminished in proportion to the reduction in instructional hours. permanent and probationary employees who are actually teaching in one or more Adult & Alternative Educational Services classes and who serve as Adult & Alternative Educational Services substitutes, day or evening, will be paid on their correct column and step placement for substituting according to the schedule on this page.

**HOURLY RATE PER TEACHING HOUR**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
LEVEL I (Step 1-4)	\$41.75	\$43.83	\$46.05	\$48.33	\$50.71	\$53.25
LEVEL II (Step 5-8)	\$48.24	\$50.66	\$53.21	\$55.87	\$58.67	\$61.53
LEVEL III (Step 9-14)*		\$58.65	\$61.47	\$64.61	\$67.76	\$71.21

\*The policies regarding the frozen steps of the regular teacher schedule apply to Adult & Alternative Educational Services.

**RIVERSIDE UNIFIED SCHOOL DISTRICT** Appendix 14B  
**ADULT & ALTERNATIVE EDUCATIONAL SERVICES SALARY SCHEDULE**

Effective **July 1, 2008**

~~1% Increase Over~~ January 1, ~~2008~~2014

This schedule is to be used for Substitutes and Temporary teachers in Adult & Alternative ~~Educational~~Education Services. Individuals who serve as Evening Substitutes ~~for~~for Adult & Alternative Educational Services will be placed at column A-~~Step, step~~ 1 of this schedule. Day Substitutes will be paid at the regular substitute rate.

**HOURLY SUBSTITUTESUBSTITUE & TEMPORARY ADULT & ALTERNATIVE EDUCATIONAL SERVICES TEACHERS**

Adult & Alternative Educational Services substitutes and teachers defined as temporary will receive an hourly rate from A-Level I up to C-Level II of the Adult & Alternative Educational Services Salary Schedule. Placement will be in accordance with placement policies established for the regular teacher schedule. Temporary AACES teachers who are actually teaching one or more classes and who serves as AACES substitutes, day or evening, will be paid on their correct column and step (from A-Level I up to C-Level II) for substituting according to the schedule on this page.

**HOURLY RATE PER TEACHING HOUR**

	<b>A</b>	<b>B</b>	<b>C</b>
LEVEL I (Step 1-4)	\$41.75	\$43.83	\$46.05
LEVEL II (Step 5-11)	\$48.24	\$50.66	\$53.21

**CLASSIFICATION A:**

a) ~~a)~~ —Employees who hold the standard ~~Bachelor's~~Bachelor's Degree from a four-year college or university and who have fewer than fifteen (15) semester units of education since completing the work for that degree.

b) ~~b)~~ —Employees who do not hold Bachelor Degrees.

**CLASSIFICATION B:**

a) Employees who hold the ~~Bachelor's~~Bachelor's Degree and ~~who~~ have earned fifteen (15) semester hours of approved credit since completion of the work for that degree. Course work must bear a grade of ~~"C"~~"C" or better to be considered.

**CLASSIFICATION C:**

a) Employees who hold the ~~Bachelor's~~Bachelor's Degree and ~~who~~ have earned thirty (30) semester hours of approved credit since completion of the work for that degree. Course work must bear a grade of ~~"C"~~"C" or better to be considered.

**RIVERSIDE UNIFIED SCHOOL DISTRICT**     **Appendix 15**  
**PRESCHOOL INSTRUCTOR SALARY SCHEDULE**  
Effective January 1, 2014

**WORK YEAR: 185 DAYS (8 HOURS - 10 MONTHS)**

Step	1	2	3	4	5
<b><u>SCHEDULE K:</u></b>					
Annual	\$36,444	\$38,267	\$40,184	\$42,189	\$44,305
Daily	\$196.99	\$206.85	\$217.21	\$228.05	\$239.49

<b><u>SCHEDULE L:</u></b>					
Annual	\$38,267	\$40,184	\$42,189	\$44,305	\$46,510
Daily	\$206.85	\$217.21	\$228.05	\$239.49	\$251.40

**Placement Procedures:**

- a. Schedule K:     Preschool instructors possessing an emergency or provisional Child Care Permit.
  
- Schedule L:     Preschool instructors possessing a regular Child Care Permit or a Regular elementary teaching credential.
  
- b. Step Placement:     One step for each year of verified experience as a preschool Instructor or as an elementary teacher.
  
- c. Salaries:     Salaries on the schedule are annual rates, based upon a regular teacher work year and an eight-hour (8) workday.

**Certification No. 1**

**Riverside Unified School District**

The District Superintendent and Chief Business Official should sign this certification at the time of public

In accordance with the requirements of Government Code Section 3547.5, the undersigned

\_\_\_\_\_  
Signature - District Superintendent

\_\_\_\_\_  
November 17, 2014  
Date

\_\_\_\_\_  
Signature - Deputy Superintendent of Business Services  
and Governmental Relations

\_\_\_\_\_  
November 17, 2014  
Date

District Contact Person Dalia Gadelmawla, Interim Director Business Services Phone: 951-352-6729 x82401

**Board Meeting Agenda  
November 17, 2014**

Topic: Public Hearing Charter School Petition Review  
Presented by: Gloria Cowder, Director, Program Development and Extended Learning  
Responsible Cabinet Member: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12  
Type of Item: Public Hearing  
Short Description: The Board of Education will hold a public hearing, pursuant to California Education Code Section 47605(b), to consider the level of support for a charter school petition filed for the establishment of the Encore High School for the Arts-Riverside.

**DESCRIPTION OF AGENDA ITEM:**

On October 17, 2014, petitioners for the Encore High School for the Arts-Riverside filed a petition with the District for consideration for approval of the named charter school.

Pursuant to California Education Code Section 47605(b), the Board of Education shall hold a public hearing to consider the level of support for the petition by teachers employed by the District, other employees of the District, and parents.

Following review of the petition and public hearing, the Board of Education shall grant or deny the charter. Such review and action is required to occur within 60 days of receipt of petition.

**FISCAL IMPACT:** Not determined at this time.

**RECOMMENDATION:** It is recommended that the Board of Education hold a public hearing pursuant to California Education Code Section 47605(b) to consider the level of support for the petition filed for the Encore High School for the Arts-Riverside.

**ADDITIONAL MATERIAL:** Encore Petition, Encore Appendices (Part of Petition), and Notice of Public Hearing

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT  
Board of Education

NOTICE

**PUBLIC HEARING**

At the Board of Education meeting to be held at 5:30 p.m. on November 17, 2014, at 6735 Magnolia Avenue, Riverside, California, a public hearing is scheduled in compliance with the requirements of Education Code Section 47605 (b) to provide an opportunity for the community to comment on the following:

**Request to consider the level of support for a charter school petition filed for Encore High School for the Arts, Riverside.**

On October 17, 2014, petitioners for the Encore High School for the Arts-Riverside filed a petition with the District for consideration for approval of the named charter school. Pursuant to California Education Code Section 47605 (b), the Board of Education shall hold a public hearing to consider the level of support for the petition by teachers employed by the District, other employees of the District, and parents.

Copies: Board Members

Posted 4:00 p.m., Thursday, November 13, 2014

Copies to be posted at Business Office, District Office and Adult Ed. (on Magnolia)

# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



Lead Petitioner:  
Denise Griffin  
[denise@encorehighschool.com](mailto:denise@encorehighschool.com)



Welcome!

Encore Education Corporation is proud to submit for your review, an introduction to the world of Encore High School for the Arts. It is our hope that this petition will start a long relationship with Encore Education Corporation, Riverside Unified School District, and the city of Riverside.

The rewards of exposing young people to a variety of fine arts are immeasurable. Ability to communicate well and express themselves as an adult is an important byproduct of students submersing themselves in the arts.

When so many school districts are forced to deplete art programs and restrict funding, Encore Education Corporation has been able to give passionate high school artists a safe place to explore their passion for the arts with a strong academic program.

Please feel free to call or email me with any specific questions that you may have regarding the petition. I can be reached at [denise@encorehighschool.com](mailto:denise@encorehighschool.com), 760-956-2632. My team looks forward to sharing our experiences of Encore High School for the Arts with you.

Sincerely,

Denise Griffin  
CEO, Encore Education Corporation





## Table of Contents

**General Provisions**..... 7

**Founding Team**..... 7

Encore Executive Officers

**Educational Philosophy and Program**..... 11

Educational Philosophy

Academics

Non-core Arts Enrichment

UC/CSU Course Acceptance and WASC Accreditation

Students to be Served

**Curriculum and Instructional Design** ..... 17

2015/2016 Bell Schedule

Academic Curriculum

Arts Enrichment Curriculum

Encore High School Course Completion Requirements Grades 7&8

Encore High School Graduation Requirements

Transfer Students

Goals and Actions to Achieve the State Priorities

Plan for Students Who Are Academically Low Achieving

Plan for Students Who are Academically High Achieving

Strategies for English Learner Instruction and Intervention

Plan for Students with Disabilities

**Measurable Student Outcomes and Other Uses of Data** ..... 43

Measuring Student Progress

Academic Performance Index

Encore Outcomes That Align With the State Priorities

Methods of Assessment

Use and Reporting of Data

Local Control Accountability Plan

## Table of Contents Continued

<b>Governance Structure</b> .....	<b>61</b>
Nonprofit Public Benefit Corporation	
Conflict of Interest	
Brown Act Compliance	
Corporation Structure	
Encore Education Corporation Board of Directors	
Cabinet	
Appointee Requirements for Encore Education Corporation Board of Directors	
Encore High School for the Arts – Riverside Oversight Council	
Parent Involvement	
Student Involvement	
<b>Human Resources</b> .....	<b>75</b>
Qualifications of School Employees	
2015 Riverside Site Staffing Forecast	
Employee Retirement Benefits and Compensation	
Return Rights of School District Employees	
Employee Representation	
Health and Safety	
Dispute Resolution	
<b>Student Admissions, Attendance, and Suspension/ Expulsion Policies</b> .....	<b>85</b>
Student Admission Policies and Procedures	
Non Discrimination / Racial Ethnic Balance	
Public School Alternatives	
Suspension / Expulsion Procedures	



## Table of Contents Continued

<b>Financial Planning, Reporting, and Accountability</b> .....	<b>105</b>
Budget Documents	
Segregation of Duties	
On Site Banking Arrangements	
Financial Reporting	
Purchasing Procedures	
Property Inventory	
Administrative Services	
Insurance	
Policies, Controls, Guidelines	
Audits	
District Oversight	
Facilities	
Transportation	
Site Safety and Compliance	
Asbestos Management	
Closure Protocol	
 <b>Impact on the Charter Authorizer</b> .....	 <b>113</b>
 <b>Miscellaneous</b> .....	 <b>115</b>
Term of Charter	
Submittal of Documents, Reports, and Information	
Meetings and Inspections	
Oversight Costs	
Governing Law and Construction	
Debts and Obligations	
Independent Entity	
Affirmations and Assurances	
 <b>Appendices</b> .....	 <b>119</b>
Petition Signatures	
Articles of Arts Education Research	
Bylaws and Articles of Incorporation	
Conflict of Interest Code	
Financial Projections & Cash Flow	
Notice to district students leaving charter	

# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014



## General Provisions



All references throughout the Charter to "Encore," "Encore High School - Riverside," "Encore High School," the "School," or the "Charter School" are references to Encore High School of the Arts – Riverside. All references to the "District," the "School District," or "RUSD" are references to Riverside Unified School District.

## Section 1 – Founding Team

In 2006, a small team of arts and academic enthusiasts started on a mission to create a place where socio economically disadvantaged students would be able to pursue interests in a variety of arts programs while obtaining a high quality academic education. The mission of this school was to create a free public program that would provide a creative, challenging, and nurturing environment that offers secondary students innovative preparation for a university education and pursuit of the arts.

In 2008, with a very small amount of startup capital from federal grants, Encore Jr./Sr. High School for the Performing & Visual Arts opened in Hesperia, California ("Encore - High Desert") with 580 students under the direction of the nonprofit corporation, Encore Education Corporation.

In 2014, Encore – High Desert has swelled to 1,200 students with a population that is almost 70% socio economic disadvantaged. The school is a bronze medal school (as reported by US News) boasting the highest high school ranking by the California Department of Education in the Hesperia Unified School District. Over a million dollars in college scholarships have been awarded to graduates at Encore – High Desert with a 98% graduation rate and a 99% high school exit exam pass rate. Encore – High Desert currently has 127 employees and operates on a 10 million dollar annual budget, servicing students of



seventeen cities in and around the high desert. Of the 44 employees that helped open the school in 2008, 22 of them still work for Encore Education Corporation.

Encore Education Corporation is expanding its programs to widen the degree of help that can be offered to students that are passionate about the arts without the means to pursue that passion. Within the next five years, additional high schools will be added with the Encore philosophies to help the youth of California succeed after college, servicing mostly the Inland Empire and Inland Empire youth.

Riverside is a perfect place to build a symbiotic arts relationship since Riverside is known as the city for the Arts. Riverside already houses two historic theaters, a ballet company, a resident, symphony, and a photography museum. It makes sense to add to a culture of arts by building an arts high school in this area especially in the arts district of downtown Riverside, where Encore High School for the Arts – Riverside, is hoping to reside.

The demographic makeup of the area in Riverside that Encore High School for the Arts – Riverside is hoping to call home has many similarities to the demographics of Encore – High Desert. Taking the success of the Encore - High Desert program (integrating arts and quality education) and coupling it with the population density of Riverside, leads to an opportunity for a widely successful program at a Riverside location. It is the relationship between demographics and passion that help Encore students become engaged and successful using the proven Encore model. Veteran teachers of Encore – High Desert and local Inland Empire teachers are poised to help with the replication of the successful Encore model.

The founding team of Encore – High Desert has a variety of backgrounds and experience, and proven abilities to open and operate Encore High School of the Arts – Riverside. This original founding group was brought together first as active participants and directors of Star Quest Arts Academy, an after school program for ages 7 to 22, that worked to develop confidence and arts mastery through productions.

As veteran teachers, the founding team combined their knowledge of the California Education system with their passion of the arts and tied the two together in hopes of creating a haven for students that want to pursue the arts when they cannot afford them. Almost 70% of the students attending Encore – High Desert are socio economically disadvantaged and would, outside of their attending public school, not have the option to take multiple arts classes combined with a college prep education.

Many of our team members are either credentialed or certificated teachers that have children in the schools in Southern California. The following are a few key staff, spearheading the Encore High School for the Arts – Riverside charter petition efforts.



## **ENCORE EXECUTIVE OFFICERS**

### **Mrs. Denise Griffin, Chief Executive Officer**

#### **Organization, operations, governance, finance, and administration**

Mrs. Griffin is a long time business owner and marketing director. Her history includes a 26-year career in business marketing and organization with major corporations nationwide. She also has an extensive background in creating, organizing, and operating businesses as she has spearheaded the opening of Star Quest Arts Academy and other entertainment based businesses over the last twenty-three years. Denise holds a Masters in Business Administration. She also holds a Private School Administration Certificate. Mrs. Denise Griffin is Encore Education Corporation's Chief Executive Officer and is a graduate of Corona Sr. High School. Denise is a cofounder of Encore Education Corporation and has been the CEO since 2007.

### **Mr. John Griffin, Chief Operations Officer**

#### **Public Relations, Health & Safety, and Facilities**

Mr. Griffin is a veteran certificated teacher from the Hesperia Unified School District for nine years at Hesperia High School. He also has an extensive background in business management with over ten years' restaurant operations and management for several high traffic stores with budgets over \$3,500,000 annually. His duties as a General Manager placed him in several situations where he successfully handled all aspects of business operation and budgets. John holds his Bachelors in Business Administration and his Private School Administration Certificate. John Griffin is a cofounder of Encore Education Corporation and started as the Dean of Students of the Hesperia site, promoting to Chief Operations Officer in 2012.

### **Mr. Phillip Wallace, Executive Officer of Student Affairs**

#### **Counseling, SPED, Student Services, Degree Completion**

Mr. Wallace holds a clear credential in pupil services and holds a Master's Degree in psychology. He has implemented master scheduling, course acceptance through the University of California and helped establish clearance for Encore to administer AP tests beginning in 2011. Phillip rolled out the training program for the implementation of the Aeries Computer Information System and also performs administrative duties on campus. Phillip has been with Encore Education Corporation since 2008, beginning as the head counselor and promoting to Executive Officer of Student Affairs.

### **Mr. Stephen Dekany, Executive Officer of Enrollment / Recruitment**

#### **Student Recruitment, Enrollment, Marketing, and Retention**

Mr. Dekany holds a bachelor's degree in marketing and has worked extensively in all areas of marketing for worldwide corporations. He has created policies for recruitment, and enrollment within the Encore operation. Dekany creates and implements marketing strategies and helps with school tours, fast track enrollment, auditions, and orientations. Stephen has been with Encore Education Corporation since 2010 as the Enrollment Director and promoting to Executive Officer of Enrollment.

### **Mrs. Pamela Zabala, Executive Director of Academics**

#### **Academics, Curriculum & Instruction**

Mrs. Zabala is a certificated teacher in science and has been a high school classroom teacher for over fifteen years. Pamela works with the academic staff to create and implement curriculum, pacing plans, benchmarks, and appropriate teacher development. Zabala works with Encore's common core team to continuously develop common core curriculum and strategies as the state moves forward with plans. Pamela has been with Encore Education Corporation since 2008, beginning as the Master Teacher in Science and promoting to the Executive Director of Academics.



**Ms. Nada Nasserdeen, Executive Director of Arts  
Arts, Curriculum & Instruction**

Ms. Nasserdeen holds a Master's Degree in Arts Education and has been a classroom choir teacher, professional singer, and professional director for worldwide production tours. Nada works with the arts instructors to create and implement curriculum, pacing plans, benchmarks, and appropriate teacher development. Nasserdeen also oversees all Encore productions and Encore's audition process. Nada has been with Encore Education Corporation since 2011 beginning as a choir teacher and promoting to Executive Director of Arts.

Encore High School for the Arts – Riverside has also gathered a group of enthusiasts that want to see this vision become a reality. A collection of petition signatures of credentialed teachers that have a meaningful interest in working for Encore High School for the Arts – Riverside is located in the appendix section 1.1.

Additional people have expressed their interest in seeing the concept of Encore High School for the Arts – Riverside come to reality. Parents of students that have an interest in enrolling at Encore High School for the Arts – Riverside have filled out an online computer interest form on the [encorehighschool.com](http://encorehighschool.com) website. These letters of support can be found with the additional information books regarding Encore High School for the Arts – Riverside supplied with this petition.



## Section 2 – Educational Philosophy and Program



Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21<sup>st</sup> century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).

Governing Law: A description, for Encore, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by Encore, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).

Governing Law: If the proposed school will serve high school pupils, a description of the manner in which Encore will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by Encore that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(b)(5)(A)(iii).

**MISSION – The mission of Encore High Schools for the Arts is to provide a creative, challenging, and nurturing environment that offers secondary students with innovative preparation for a university education and pursuit of the arts.**

Riverside is known as the city for the arts. Countless research has shown that the integration of arts with academics results in higher understanding in math, comprehension, and retention of academic teachings. Southern California has been a host to many performing arts elementary schools of choice. These schools have been the first schools in the community to reach or exceed API and AYP goals through the integration of fine arts and academics. Students of these schools have been able to accelerate their learning process and test above grade level. It is the correlation of the fine arts programs including music, drama, technical arts, and dance that have helped these students succeed in history, reading, and math. Supporting research can be found within the appendix along with accompanying information provided with the petition.

Encore – High Desert has implemented strong academic standards and was able to produce an API score of 793, the highest score among Hesperia Unified School District high schools. Encore – High Desert is accredited through the accrediting board “Western Association for Schools and Colleges (WASC).” Encore – High Desert currently has many A-G courses that have been approved and accepted through the University of California and is registered as a Tier 1 school with the United States military. To date, Encore – High Desert has helped graduates with awards of over a million dollars in college scholarships.

With consistent collaboration between academics and arts conservatories, Encore students have become passionate about achieving success through their academic and arts programs. Students have completed graduate requirements early and about 75% of all Encore graduates have enrolled in post secondary education programs. Of the students that firmly embrace the arts conservatory programs, a good portion of them have been awarded scholarships to Universities across the country from UCLA to Yale.

**EDUCATIONAL PHILOSOPHY** – Encore shall offer a creative learning environment combining intensive studies of arts education with intensive pre college academic classes. Offering low student/teacher ratios, this high school is a great stepping stone to college.

- An educated person of the 21<sup>st</sup> century is well rounded and can use critical thinking to work through every day problems. With education beyond high school through either University, Trade, or Life Experience - an educated person can interact, socialize, and flourish in today's society.
- A student will be most successful in their high school career if they enjoy the educational atmosphere in their institution. It is important that the academic lessons are challenging, but clear. It is also important that electives appeal to the student directly. Combining both what they have to learn with what they want to learn will help each student tolerate what they hate to do and passionately explore what they love to do, ultimately helping them succeed at both.

#### **WHO SHOULD ATTEND ENCORE?**

The ideal candidate for this School is highly motivated with an interest in performing and/or technical arts. They have aspirations of a higher education and possibly a career in one of the many arts fields upon completion of college. Encore is open to any student grades 7 through 12 that is a California resident. Whether the student is highly talented or just an arts enthusiast, the appreciation and study of the arts will help motivate the students of Encore.

#### **HOW WILL ENCORE STUDENTS BE EDUCATED?**

To help the students of Encore excel in their education, small class sizes, block schedules, arts correlations, graduate lecture halls, and after school / lunch tutoring will help each student succeed. The goal of Encore is to have students achieving at or above grade level in benchmark testing and in their everyday life.

**TRADITIONAL CLASSES** – It is the philosophy of the founders of Encore that there are certain things in traditional education that work. Encore believes that students learn best from an engaged teacher in a classroom setting where students can interact with a person. Use of technology within a classroom is a great correlation tool, but having the human interaction and time in the social setting of a traditional classroom is key to the social and academic success of a high school student.

**BLOCK SCHEDULE** – A block schedule gives teachers a 90-minute class period to teach material. Classes meet every other day so students have two days to complete homework assignments. The longer class period offers a teacher more lecture and project time. The transition and “settle down” time for a class period will not cut into the learning process because of the reduced number of transitions. Similar schedules have been adopted at Quail Valley Middle School in Phelan. This block schedule has contributed to their success in meeting the 800 API standard. Encore – High Desert also uses the block schedule and has successfully prepared students for college schedules after high school.



ARTS CORRELATIONS – Not all students learn in the same way. Some students excel when they read. Some students excel when they hear. Some students excel when they see. Some students excel when they feel. Using drama, music, dance, and art as a way for students to further learn about History, English, Math, and Science helps bring core curriculum to life. English students have taken part in rich literature dramas such as Shakespeare’s “Tempest”. Mark Twain’s stories were told onstage in the Broadway musical “Big River.” Science students have studied the dynamics of science in dance. Math students designed geometric dance floors. Musicians learn how to technically factor through learning and practicing how to read music. Dancers learn the science of physics as they strengthen their balance and symmetry. Art imitates life. Teaching the students of Encore High School for the Arts - Riverside this simple fact, helps them see core curriculum in a new way and helps them gain a new understanding of even difficult subjects.

Similar programs have proven very successful at Discovery School of the Arts in Victorville. Not only do the students of Discovery School work hard so they can participate in the arts programs, they have also learned about Van Gogh, Greek Mythology, California History, and the science of Archeology through performing. Memorization has been proven to last longer if you put it to song.

GRADUATE LECTURE HALLS – In order to appropriately prepare juniors and seniors for college, Encore incorporates a lecture style course within areas of history, economics, and government. This class teaches the Encore student discipline necessary in college, especially during the freshman year of college when lecture classes can soar up to 500 people in a class.

AFTER SCHOOL TUTORING – At Encore, all academic teachers are required to post office hours and stay after for one hour at least one day per week so students can get the extra help they need to succeed in their academic classes. Math classes, where American students struggle most, have an after school program called the Pi-rate club, where math tutoring takes place Monday through Thursday for one hour after school.

## **WHAT WILL BE TAUGHT AT ENCORE?**

### **ACADEMICS –**

As a high school program, Encore has adopted the University admissions guidelines (A-G requirements) and require these guidelines as the graduation requirement from this School. Encore will host dual graduation requirements dependent on the student plan after graduation, state standards graduation or pre college standard graduation. Encore – Riverside will enroll all students in courses according to Encore’s six year plan. The six year plan includes all courses that are admission requirements for UC/CSU colleges. Parents are updated via the internet as to how their child will successfully transfer their high school credits from Encore to the University or College of their choice. All course curriculums follow the outline given by the Common Core State Standards, or equivalent, the California State Content Standards and the Next Generation Science Standards (hereinafter collectively referred to as the “State Standards”) and strictly adhere to the higher level of learning standards.

A copy of Encore Education Corporation’s current high school course catalog is included in the ancillary materials.

Encore – Riverside will provide every student with textbooks and appropriate resource materials that align with the State Standards. Textbooks are adopted by the Encore Education Corporation Board of Directors and are adopted for a five year period if it is a used books and seven years if it is a new book. Textbooks and primary resource materials that are chosen to be implemented within Encore’s curriculum are approved by the California Department of Education or equivalent (with relation to the State Standards) before Encore will consider adopting for primary student materials.



Encore has created a six year plan to graduation for all students entering in the 7<sup>th</sup> grade to help them through the precollege preparation.

- **7<sup>th</sup> grade mandatory classes** – English Language Arts 7, Mathematics 7, World History, Life Science
- **8<sup>th</sup> grade mandatory classes** – English Language Arts 8, Mathematics 8, US History, Physical Science
- **9<sup>th</sup> grade classes** – English 1, Algebra 1, Spanish 1, High School Science (Biology or Earth Science)
- **10<sup>th</sup> grade classes** – English 2, Geometry, Spanish 2, High School Science (Biology or Chemistry)
- **11<sup>th</sup> grade classes** – English 3, Algebra 2, High School Science (Chemistry or Anatomy) , US History,
- **12<sup>th</sup> grade classes** – English 4, Economics/Government, recommended PreCalculus, 5 Conservatory Electives OR enrollment in Senior “Legacy” program

### **NON-CORE ARTS ENRICHMENT –**

Students at Encore High School for the Arts - Riverside have the unique opportunity to explore several facets of the performing and technical arts during their regular school day. The Arts Department is divided into conservatories that reflect the most common forms of technical and performing arts. An arts conservatory keeps all of the same arts genre together, providing an intensive learning atmosphere for students that are passionate about a certain type of art. Breaking the arts curriculum into conservatories helps students choose classes that help them grow artistically. Students are encouraged to earn a school certification by completing the appropriate amount of semester units within a conservatory. Students earning this certification upon graduation are awarded a certificate and a ceremonial chord during graduation. This certification requires about 70 semester credits within a designated area along with other arts related requirements.

All students of Encore are required to audition within a conservatory of choice. In order to major within a single conservatory, students must take electives within their audition conservatory including a fundamental training class within an arts discipline.

- **DANCE** – In the dance conservatory, students are able to explore multi levels of dance in the genres of ballet, jazz, lyrical, choreography, and tap. Students auditioning for the dance conservatory are leveled according to ability, experience, and talent. If a student has a passion for dance, they can choose to take elective classes solely from the dance conservatory and are advised on how to make the most of their dance instruction to help them reach their goals, professionally and academically using dance as a stepping stone.
- **MUSIC** – In the music conservatory, students are able to explore two separate genres of music-instrumental or vocal. Experienced musicians have the opportunity to excel their craft as both a soloist and as part of an ensemble. Beginners learn how to play acoustic guitar, piano, and the basics of singing. Instrumental musicians are able to choose their classes for jazz, orchestra, or rock band genres. Singers learn the differences between solo, theatre, and choir vocals.
- **THEATRE** – In the theatre conservatory, students are able to explore the art of dramatic and musical theatre. With musicals being one of the only “American Made” art forms, students are taught the history as well as the art form. Using both dialog and music for expression, musical theater helps students become more confident onstage. Dramatic theatre incorporates contemporary with historical works. Students explore different types of dramatic theatre and work into scriptwriting.





Encore's current UC/CSU  
(A-G) approved course list

A. History / Social Science  
(American Government, AP US History,  
AP World History, US History, US  
History Honors, World  
History/Geography/Cultures)

B. English  
(English I, English II, English II Honors,  
English III, English III Honors, English  
IV, English IV Honors)

C. Mathematics  
Algebra I, Algebra II, Algebra II Honors,  
Calculus, Geometry, Geometry Honors,  
Pre-Calculus, Statistics

D. Laboratory Science  
Anatomy & Physiology Honors,  
Anatomy & Physiology, Biology,  
Chemistry, Chemistry Honors, Physics

E. Language other than English  
Spanish 4, Spanish I, Spanish II,  
Spanish III

F. Visual & Performing Arts  
Acting, AP Music Theory, AP Studio Art:  
2D Design, AP Studio Art: 3D, AP  
Studio Art: Drawing, Art History, Art I,  
Ballet Technique, Beginning Strings,  
Chamber Choir, Concert Band, Concert  
Choir, Design in Mixed Media ½, Drama  
I, Drama II, Drawing & Painting I,  
Graphic Design ½, Guitar I, Guitar II,  
Intermediate Strings, Jazz Band, Jazz  
and Tap Technique, Madrigals, Mens  
Ballet, Music Theory, Photography I/II,  
Pirate Drum Line, Symphonic Winds,  
Symphony Orchestra

G. Elective  
Ballet Technique, Creative Writing 1 &  
2, Integrated Coordinated Science 1,  
Introduction to Psychology, Mythology,  
Scriptwriting 1

➤ **TECHNICAL ARTS** – In the technical arts conservatory, students are able to explore multi mediums of how to technically express themselves. Using both traditional and contemporary mediums, technical arts students create a meaningful portfolio that can be used to secure college entry and scholarships. Technical arts include photography, costume design, set building, light design, culinary arts, and computer graphics. Some of these courses may not be offered every year of operation.

➤ **CIRQUE ACROBATIC ARTS** – In the aerial and cirque arts conservatory, students learn how to engage in acrobatic performance arts including ground arts, gymnastics, karate, and aerial acrobatics. Cirque acrobatics is the fastest growing professional performance art worldwide with very limited access to training. Students of Encore gain training from worldwide professionals and trainers in areas specific to the Cirque Acrobatic world.

#### **UC/CSU COURSE ACCEPTANCE AND WASC ACCREDITATION**

This ensures that students are able to transition into college and obtain course acceptance by other high schools. Encore Education Corporation has many courses already accepted by the University of California as this is a universal tool used by schools in the United States. Encore has also been approved for acceptance by all branches of the US military. Encore – Riverside will seek candidacy for accreditation as soon as reasonable, but not to extend past year two of operation through internationally accepted Western Association for School and Colleges. Encore – High Desert is accredited through WASC with the next site visit in February 2015. Encore – Riverside will follow the current A-G approved curriculums from Encore – High Desert to ensure transferability of courses in the interim of candidacy for accreditation and overall accreditation. Parents are notified about WASC accreditation, UC/CSU course acceptance and course transfer to other high schools through office postings, meetings, newsletters, and the Encore website.

**STUDENTS TO BE SERVED**

Encore will serve any student in the grades seven through twelve, mostly from the Inland Empire Region of California. These students have an interest in the Performing Arts, Technical Arts, and Precollege Preparation. Artistic students, if they cannot find enough substance in the courses that they are enrolled in tend to struggle. Having the artistic focus at Encore - Riverside helps these students excel by offering a variety of stimulus for these students on a daily basis. Students that may not have experience in the arts but an interest in it are motivated to study at this School as the rewards of participation in the arts programs are a reward worth working toward.

At opening in fall of 2015, Encore will open with 300 students. Within five years, each grade (7 through 12) will educate up to 300 students each, with a total student population of up to 1200. Of the projected students for Encore, only about 30% of the overall population is projected to come from the RUSD. The remainder of the School is projected to be filled with 30% from Corona / Norco, 20% from Eastvale, 10% from outer areas, and 10% from private/homeschool/other districts.

Encore is a community-based school with students attending from all over the Inland Empire region. No single district is totally impacted by the total enrollment of Encore.

**STUDENTS TO BE SERVED** – *(Based on percentages of Encore – High Desert and overall demographics of the Inland Empire region)*

Classification	Forecast	Encore – High Desert Actuals	Mission Inn Ave 1 mile radius demographics
Girls	65%	60%	48.5%
Boys	35%	40%	51.55%
Low Income	50%	64%	50.85%
English Learners	30%	10%	NA
Parents w/ some college	60%	57%	NA
Parents with a degree	36%	35%	NA
Hispanic / Latino	45%	41%	64.75%
African American	15%	10.7%	10.40%
Asian / Pacific Islander	2%	2.6%	2.34%
White, All other	38%	45.7%	22.51%



## SECTION 3 – CURRICULUM AND INSTRUCTIONAL DESIGN

Encore uses traditional and non-traditional means of instructing students for both academic and non-core enrichment arts programs. Encore High School – Riverside shall have an eight class program each semester (four periods per day). The instructional day will run from 8:15 – 3:45 p.m. and includes a 90-minute block program where classes meet every other day. Block scheduling has been used at the Encore – High Desert campus since it's opening in 2008 and has contributed to the overall academic success of the students from Encore. Due to the academic program created for the students of Encore, alumni of the Encore campus have been able to go to universities on full scholarship and have successfully graduated from universities.

Encore High School – Riverside will be an open campus. This means that the campus, proposed location in downtown Riverside near the Mission Inn, will be housed within multiple locations in the downtown area. Students will have academics within the main building, then conservatory courses in separate buildings. Students will have a one hour lunch/study hall time frame where they will have the opportunity to meet with teachers and/or tutors during their 1 hour break.

### **2015 - 2016 BELL SCHEDULE -**

8:15 – 9:45 am – Period 1/Period 5

10:00 – 11:30 am – Period 2 / Period 6

11:30 – 12:30 pm – LUNCH

12:30 – 2:00 pm – Period 3 / Period 7

2:15 – 3:45 pm – Period 4 / Period 8

### **DAILY STUDY HALL LUNCH –**

In addition to an open campus, students will be given an opportunity for a full hour lunch so they can work together on homework, tutor within the academic classrooms, and get a break for a healthy lunch. This midday break to complete assignments will help students stay on task and collaborate when the minds are still alert. It is also an opportunity to stay ahead on academic assignments during busy production rehearsal times throughout the year.





<p><b>27</b> First Day of School, Minimum Day <b>28</b> Minimum Day</p>	<p><b>AUGUST 2015</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> </tbody> </table>	S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	<p><b>FEBRUARY 2016</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> </tbody> </table>	S	M	T	W	Th	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	<p>1-5 Finals Week- Minimum Days 12 Lincoln's Birthday, No School 14 Valentine's Day 15 Presidents' Day, No School 19 Minimum Day, Staff Development</p>							
S	M	T	W	Th	F	S																																																																																	
						1																																																																																	
2	3	4	5	6	7	8																																																																																	
9	10	11	12	13	14	15																																																																																	
16	17	18	19	20	21	22																																																																																	
23	24	25	26	27	28	29																																																																																	
S	M	T	W	Th	F	S																																																																																	
	1	2	3	4	5	6																																																																																	
7	8	9	10	11	12	13																																																																																	
14	15	16	17	18	19	20																																																																																	
21	22	23	24	25	26	27																																																																																	
<p><b>7</b> Labor Day, no School <b>18</b> No School, Staff Development <b>19</b> Talk Like A Pirate Day</p>	<p><b>SEPTEMBER 2015</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> </tbody> </table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	<p><b>MARCH 2016</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p>11 Minimum Day, Staff Development 21-31 Spring Break, No School 27 Easter Sunday</p>							
S	M	T	W	Th	F	S																																																																																	
		1	2	3	4	5																																																																																	
6	7	8	9	10	11	12																																																																																	
13	14	15	16	17	18	19																																																																																	
20	21	22	23	24	25	26																																																																																	
S	M	T	W	Th	F	S																																																																																	
		1	2	3	4	5																																																																																	
6	7	8	9	10	11	12																																																																																	
13	14	15	16	17	18	19																																																																																	
20	21	22	23	24	25	26																																																																																	
27	28	29	30	31																																																																																			
<p><b>12</b> Columbus Day, No School <b>16</b> Minimum Day, Staff Development <b>31</b> Halloween</p>	<p><b>OCTOBER 2015</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> </tbody> </table>	S	M	T	W	Th	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	<p><b>APRIL 2016</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> </tbody> </table>	S	M	T	W	Th	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	<p>1 Spring Break, No School 15 Minimum Day, Staff Development</p>														
S	M	T	W	Th	F	S																																																																																	
				1	2	3																																																																																	
4	5	6	7	8	9	10																																																																																	
11	12	13	14	15	16	17																																																																																	
18	19	20	21	22	23	24																																																																																	
S	M	T	W	Th	F	S																																																																																	
					1	2																																																																																	
3	4	5	6	7	8	9																																																																																	
10	11	12	13	14	15	16																																																																																	
17	18	19	20	21	22	23																																																																																	
<p><b>6</b> Minimum Day, Staff Development <b>11</b> Veterans Day, No School <b>23-27</b> Thanksgiving Break, No School <b>26</b> Thanksgiving Day <b>30</b> Staff Development, No School</p>	<p><b>NOVEMBER 2015</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> </tbody> </table>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	<p><b>MAY 2016</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> </tbody> </table>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	<p>8 Mother's Day 20 Minimum Day, Staff Development 30 Memorial Day, No School</p>														
S	M	T	W	Th	F	S																																																																																	
1	2	3	4	5	6	7																																																																																	
8	9	10	11	12	13	14																																																																																	
15	16	17	18	19	20	21																																																																																	
22	23	24	25	26	27	28																																																																																	
S	M	T	W	Th	F	S																																																																																	
1	2	3	4	5	6	7																																																																																	
8	9	10	11	12	13	14																																																																																	
15	16	17	18	19	20	21																																																																																	
22	23	24	25	26	27	28																																																																																	
<p><b>4</b> Minimum Day, Staff Development <b>21-31</b> Christmas Break, No School <b>25</b> Christmas Day</p>	<p><b>DECEMBER 2015</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> </tbody> </table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	<p><b>JUNE 2016</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				<p>16-17 Spring Finals Prep 19 Father's Day 13-17 Spring Finals, Minimum Days 20 Start Summer Break</p>							
S	M	T	W	Th	F	S																																																																																	
		1	2	3	4	5																																																																																	
6	7	8	9	10	11	12																																																																																	
13	14	15	16	17	18	19																																																																																	
20	21	22	23	24	25	26																																																																																	
S	M	T	W	Th	F	S																																																																																	
		1	2	3	4	5																																																																																	
6	7	8	9	10	11	12																																																																																	
13	14	15	16	17	18	19																																																																																	
20	21	22	23	24	25	26																																																																																	
27	28	29	30																																																																																				
<p><b>1</b> New Year's Day <b>1-8</b> Christmas Break, No School <b>15</b> Minimum Day, Staff Development <b>18</b> M.L. King Day, No School <b>25</b> First Day of Spring Semester <b>28-29</b> Fall Finals Prep</p>	<p><b>JANUARY 2016</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </tbody> </table>	S	M	T	W	Th	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	<p><b>JULY 2016</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </tbody> </table>	S	M	T	W	Th	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	<p>4 Independence Day</p>
S	M	T	W	Th	F	S																																																																																	
					1	2																																																																																	
3	4	5	6	7	8	9																																																																																	
10	11	12	13	14	15	16																																																																																	
17	18	19	20	21	22	23																																																																																	
24	25	26	27	28	29	30																																																																																	
S	M	T	W	Th	F	S																																																																																	
					1	2																																																																																	
3	4	5	6	7	8	9																																																																																	
10	11	12	13	14	15	16																																																																																	
17	18	19	20	21	22	23																																																																																	
24	25	26	27	28	29	30																																																																																	

**ENCORE RIVERSIDE CAMPUS 2015-2016 CALENDAR**

## **ACADEMIC CURRICULUM**

Teachers create lesson plans that run in conjunction with the text book chapters and align with State Standards. The text books that have been chosen for Encore High Schools have continuous types of assessment and practice test questions for standardized testing. They also correlate the use of new technology. As implementation of Common Core continues, Encore will continue to align with the requirements set forth within the state of California for standardization of academics. Teachers will use a variety of teaching methods including lectures, in class and out of class assignments, special projects, classroom discussions, tests and quizzes, targeted arts correlations, and benchmark testing. Teachers are required to use a variety of teaching styles including but not limited to cooperative learning, inquiry-based learning, technology based lessons, and direct instruction.

Course catalogs, curriculum, and syllabi are reviewed and revised annually by the executive team and teaching staff at Encore. The Executive Director of Academics makes sure that pacing plans are followed and that benchmarks are given regularly.

### **HUMANITIES**

- The Humanities Department at Encore aligns to the Common Core ELA Standards for History, and the CA History Standards. The Humanities Department is committed to helping students become creative and independent thinkers by guiding them in the understanding and analysis of important political, geographic, economic, legal and social issues of our contemporary and historical world. The Humanities Department brings History to life through various activities like: Music and dance, costume – roll play, Propaganda posters/film/radio broadcast, creating songs for specific time periods, soldier journals, Historical figure press conferences, French Revolution Twitter feed and cross-curricular activities (Zombie Apocalypse).

## Language Art (English & Foreign Language)

- The Language Arts department at Encore encompasses all levels of English Language Arts and Spanish. The curriculum aligns to CCSS for ELA and covers the essential standards of Reading and Writing through the 4 Cs: Creativity, Communication, Collaboration, and Critical thinking. Student express their creativity through: Drawing chapter summaries, filming commercials, collages, conductin Socratic seminars, writing original poetry, dramatic interpretations of stories, and rewriting scences or ending of novels/plays. Real world applications include: Colleg Admission Essays, Career Research Essays and Job Portfolios.

## Mathematics

- The Mathematics Department at Encore aligns to the Common Core State Standards for Mathematics and seeks to engage students in a full college preparatory curriculum from Pre-Algebra to College-Prep courses. The goal of Encore's Mathematics Department is to provide an educational experience in mathematics that helps students prepare for successful roles in an ever changing society. This is accomplished through our commitment to excellent teaching, a well-designed curriculum, hands-on learning, cross-curricular projects and a supportive environment for all our students. Encore's mathematics students express their creativity through: creating conic shapes, drawing and coloring Tessellations, creating geometric shaped dance floors, and acting out math equations on a large grid. The Real world applications include: Money, Budgets, Architecture, Engineering and Technology.



## SCIENCE

- The Science Department at Encore aligns to the Common Core ELA Standards for Science, the CA Science Standards and we are introducing the Next Generation Science Standards. The Science Department works to motivate and teach students to scientifically approach the world by incorporating critical thinking, problem solving, and real-world application of science concepts into every classroom. This is accomplished through various labs (dissections, rockets, candle-making, and mouse-trap cars), hands-on activities, and computer simulations (Zombie Apocalypse). Encore's science students express their creativity through cross-curricular projects: Creating a gland song / dance, drawing genetic crosses of dinosaurs, creating infomercials on health topics, creating informational pamphlets on diseases, and photographing nature. The Real world applications include: Healthy lifestyles, Problem Solving, Architecture, Engineering and Technology.





October 15, 2014



**ARTS ENRICHMENT CURRICULUM**

In order to properly align students with their passion and talent, each arts conservatory is broken into levels of learning based on either assessment audition or on progress throughout the school year. Art courses are student driven and may be added or removed based upon student interest.

**Fine Art Credit Courses** – All courses that are within the realm of core drama and core music that are eligible for fine arts credit as defined by the California Department of Education are taught by credentialed teachers.

**Non-core Arts Enrichment Programs** – Courses that are designated as non-core arts enrichment programs are intensive arts training given by non-core arts enrichment instructors. These instructors are industry professionals and are not required to possess a teaching credential pursuant to Education Code Section 47605(I).



**DANCE  
CONSERVATORY**

•The dance conservatory includes instruction in ballet, jazz, tap, lyrical, musical theatre, and choreography. Students interested in entering the dance conservatory need to take part in a dance workshop, where they are taught a dance piece and are leveled according to retention and skill. Students can take classes at their level or at level lower than where they have been placed, based on availability. Instructors within this conservatory work together to help dancers prepare themselves for college scholarships and industry auditions. They level each dancer according to each genre as genres each mandate different skills and mastery. Each instructor follows state standards and gives quarterly tests to measure student progress. Special projects within this conservatory may include assignment such as geometry and physics representation within choreography or research papers on various dance topics.



**VOCAL &  
INSTRUMENTAL  
MUSIC  
CONSERVATORY**

•The music conservatory will include both instrumental and vocal orchestration. Within the instrumental music strand courses in guitar, orchestra, jazz ensemble, and rock band will be offered. Within the vocal music strand courses will be offered in choir, ensemble, and in solo entertainer. Students interested in entering the music conservatory will be required to perform a one to two minute solo piece for audition or opt to enter in a beginning level class. Teachers and Instructors within this conservatory will work together to help students interested in moving into a college or industry music career be well equipped to meet the needs of their goals.

## TECHNICAL ARTS CONSERVATORY

- The technical arts conservatory will cover a variety of art mediums. Students interested in entering the technical arts conservatory will need to supply an art portfolio with ten pieces or photographs of original pieces created by them. CD-Rom, PowerPoint, DVD and other preapproved electronic submissions will also be accepted. Technical Arts Conservatory will align with the California State Standards and create lesson plans accordingly. This conservatory will be a fluid teaching department with a variety of industry specific jobs. The purpose of the technical arts conservatory is to teach students about “behind the scenes” jobs within the arts industry. Students interested in these courses will have to submit a resume that will be forwarded to the instructors of each course. Instructor approval will be required to be enrolled in these courses. Expansion of this department will continue after Encore opens. This is the smallest Arts conservatory, offering classes in – set building, studio recording, video production, costume design, and stage sound/lighting. Future courses may include cosmetology, stage makeup, commercial arts production, and culinary arts.

## CIRQUE ACROBATICS CONSERVATORY

- The cirque acrobatics conservatory encompasses all introductory facets of acrobatics, aerial, and ground arts. Students interested in entering the Cirque Acrobatics Conservatory should have a background in gymnastics or karate, and are prepared for intense physical conditioning. The purpose of this conservatory is to give students commercial knowledge and experience within the fastest growing industry art forms.

## DRAMATIC & MUSICAL THEATER CONSERVATORY

- The dramatic and musical theatre conservatory will cover all aspects involved in performing in either dramatic or musical theatre. Teachers and Instructors within this conservatory will create lesson plans based on the Encore chosen textbook and aligning their curriculums with California State Standards (or equivalent). In the dramatic theatre department a minimum of one quarter per year will be designed for Shakespeare Dramas. Other stage works will be chosen based on interest as well as historical content to help reinforce teachings within the history department. Within this department, courses will be available in Drama, Musical Theatre, Improvisation & Monologue, Musical Theatre Dance, and Musical Theatre Vocals. Students will be expected to create a one to two minute performance including a monologue. Musical Theatre students should also sing a Broadway style song.



**ENCORE HIGH SCHOOL COURSE COMPLETION REQUIREMENTS GRADES 7 & 8**

Subject	7 <sup>th</sup> Grade	8 <sup>th</sup> Grade
Social Science	World History & Geography: Medieval & Early Modern Times	US History & Geography: Growth & Conflict
English	Reading Language Arts –	Reading Language Arts -
Math	Math 7	Math 8
Science	Life Science 7	Physical Science 8
Fine Art	Full Year Required	Full Year Required
Phys. Ed.	Full Year Required	Full Year Required
Electives	2 Full Years Required (2 Electives per year)	2 Full Years Required (2 Electives per year)
<b>Total</b>	<b>8 Full Year Courses Required</b>	<b>8 Full Year Courses Required</b>

Courses must be passed with a “D” or better.





## ENCORE HIGH SCHOOL GRADUATION REQUIREMENTS

Subject	Encore Requires	UC & CSU Requires
Social Science	3 years – <ul style="list-style-type: none"> <li>- World History</li> <li>- US History &amp; Geography</li> <li>- American Government &amp; Economics</li> </ul>	2 years – <ul style="list-style-type: none"> <li>- World History</li> <li>- US History</li> </ul> Or <ul style="list-style-type: none"> <li>- World History</li> <li>- US History &amp; Government</li> </ul>
English	4 years	4 years: Needs to be college prep with Composition & Literature
Math	3 years – <ul style="list-style-type: none"> <li>- Algebra I</li> <li>- Geometry</li> <li>- Algebra II or Other</li> </ul>	3 years – <ul style="list-style-type: none"> <li>- Algebra I</li> <li>- Geometry</li> <li>- Algebra II or higher</li> </ul> <i>4 years recommended</i>
Science	3 years – <ul style="list-style-type: none"> <li>- Biology</li> <li>- Chemistry</li> <li>- Anatomy or Other</li> </ul>	2 years – Lab Science in 2 of 3 areas: <ul style="list-style-type: none"> <li>- Biology</li> <li>- Chemistry</li> <li>- Physics</li> </ul> <i>3 years recommended</i>
Foreign Language	2 years – <ul style="list-style-type: none"> <li>- Spanish I or Other</li> <li>- Spanish II or Other</li> </ul>	2 years – <ul style="list-style-type: none"> <li>- Needs to be the same foreign language</li> </ul> <i>3 years recommended</i>
Fine Art	2 years - <ul style="list-style-type: none"> <li>- One year must be A-G approved Fine Art</li> </ul>	1 year
Electives	8 year-long courses, 2 year-long courses must include physical fitness	None
TESTS	PLAN recommended for 10th grade  PSAT recommended for 11th grade  SAT and ACT recommended for end of 11th grade and start of 12th grade.	CSU: SAT Reasoning or ACT (writing optional) UC: SAT Reasoning or ACT and two (2) SAT Subject tests in two (2) different subject areas: History/Soc. Studies, English Lit, math, Lab Science or Foreign Language
Total	25 year-long courses (Taken between 9 <sup>th</sup> and 12 <sup>th</sup> grade)	15 year-long courses meets minimum criteria, 18 year-long recommended

Courses must be passed with a “C” or better to receive credit toward college acceptance.

### TRANSFER STUDENTS –

Juniors and Seniors transferring from another school will have an independent assessment of course requirements to be able to graduate. Transfer Juniors and Seniors will not be penalized because courses from another district do not align with Encore’s pre college graduation requirements.



**GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES**

ENCORE RIVERSIDE GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES	
<p>Pursuant to Education Code Section 47605(b)(5)(A)(ii), following is a table describing Encore’s annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.</p> <p><b><u>Local Control Accountability Plan (“LCAP”)</u></b></p> <p>Pursuant to Education Code Section 47606.5, Encore will produce a Local Control Accountability Plan (“LCAP”), which shall update the goals and annual actions identified below, using the LCAP template adopted by the State Board of Education. Encore shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.</p> <p>The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by Encore at the school site.</p> <p>Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, Encore has separated out the state priorities into “subpriorities.”</p>	
<p><b><u>STATE PRIORITY #1— BASIC SERVICES</u></b></p> <p><i>The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</i></p>	
<p><b>SUBPRIORITY A – TEACHERS</b></p>	
<p><b>GOAL TO ACHIEVE SUBPRIORITY</b></p>	<p>Encore Education Corporation will hire and retain highly qualified, credentialed teachers within the subject area of instruction for all core instruction.</p>
<p><b>ACTIONS TO ACHIEVE GOAL</b></p>	<p>Encore Education Corporation will utilize edjoin.org and job fairs to recruit appropriate candidates. Teachers hired for core curriculum must possess a minimum of an intern eligible credential in the appropriate course of study. Teachers will have to follow state guidelines to clear credential. 100% of core teachers will possess the appropriate credential.</p>
<p><b>SUBPRIORITY B – INSTRUCTIONAL MATERIALS</b></p>	
<p><b>GOAL TO ACHIEVE SUBPRIORITY</b></p>	<p>Encore – Riverside will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board for all pupils including English Learners. Instructional materials will include CCSS adopted textbooks and other resources including but not limited to technology resources, ancillary reading materials, and resources available on the internet.</p>
<p><b>ACTIONS TO ACHIEVE GOAL</b></p>	<p>Teacher lesson/pacing plans will reflect CCSS. Encore’s executive team will work with Riverside staff and faculty to customize lesson plans and materials to be purchased with designated funding to align with CCSS.</p>
<p><b>SUBPRIORITY C – FACILITIES</b></p>	
<p><b>GOAL TO ACHIEVE</b></p>	<p>Encore Education Corporation will lease appropriate facilities to house the entire</p>

<b>SUBPRIORITY</b>	operation of Encore High School – Riverside within the jurisdiction of RUSD.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore Education Corporation will work closely with the city of Riverside to find appropriate location(s) that can house a minimum of 10 classrooms that are approved by the city planning department. Encore will work to secure certificate of occupancy for building(s) for classes to commence on scheduled start date.
<b>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</b>	
<i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
<b>SUBPRIORITY A – CCSS IMPLEMENTATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore High School – Riverside will successfully implement CCSS throughout all course studies.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore Education Corporation has an Executive Director that works directly with a CCSS implementation team that continues professional development and meets with Encore teachers twice monthly during collaboration and once per quarter during inservice to train, direct, and share expectation with fellow faculty.
<b>SUBPRIORITY B – EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore High School – Riverside will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board for all pupils, including English Learners.
<b>ACTIONS TO ACHIEVE GOAL</b>	Teachers lesson/pacing plans will reflect CCSS. Any modifications made for special populations within a class are noted on the electronic gradebook, including English Learners. Special populations will be offered different services including after school tutoring, EL Coordinator, in school tutoring, study skills coaching, and response to intervention coaching.
<b>SUBPRIORITY C – EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore High School – Riverside will work to help EL Students move through the reclassification process toward English proficient.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore’s faculty will document the implementation of CCSS for all students, including EL. Progress will be measured by the percentage rate of EL’s that become English Proficient and how many are reclassified. Also used as a method of measure are CST data (or equivalent), Benchmarks, and using other indicators of student and state performance measures when available.
<b>STATE PRIORITY #3— PARENTAL INVOLVEMENT</b>	
<i>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</i>	
<b>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Parents will actively engage in input in decision making and participate in programs.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore High School – Riverside will use a variety of resources to acquire the help from parents on campus. At home surveys, a staff member designated for parent coordination, a parent liaison placed on the oversight school boards, and a parent involvement request each year will help keep parents engaged.
<b>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</b>	



<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore High School – Riverside will use a variety of methods to communicate with parents to promote and ask for parent participation.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore High School will use a variety of methods to communicate with parents regularly including but not limited to email blasts, all call systems, direct contact, request for input, call surveys, letters mailed home, surveys sent home, and requests to participate in parent meetings. Parents undergo an orientation session prior to enrollment.
<b>STATE PRIORITY #4— STUDENT ACHIEVEMENT</b>	
<i>Pupil achievement, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> <li>A. California Assessment of Student Performance and Progress (CAASPP) statewide assessment</li> <li>B. The Academic Performance Index (API)</li> <li>C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</li> <li>D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</li> <li>E. EL reclassification rate</li> <li>F. Percentage of pupils who have passed an AP exam with a score of 3 or higher</li> <li>G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</li> </ul>	
<b>SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students will perform at or above grade level in the areas of ELA and Mathematics
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore High School – Riverside will implement uniform benchmark tests created through TestWiz (NWEA) or similar program to be able to gauge progress as a result of the classroom seat time.
<b>SUBPRIORITY B – API</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore High School – Riverside will surpass the state average for high school API (or equivalent) within five years of opening.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore High School – Riverside will use a variety of methods to teach CCSS and to check progress through the use of uniform benchmark tests.
<b>SUBPRIORITY C – UC/CSU COURSE REQUIREMENTS (OR CTE)</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	The majority of graduating seniors of Encore High School – Riverside will complete coursework that is equivalent to at least the admissions standards for UC and CSU consideration
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore High School – Riverside will adopt UC and CSU admissions requirements as the graduation requirements for Encore seniors.
<b>SUBPRIORITY D – EL PROFICIENCY RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	English Learners will advance one level each year toward English proficiency as measured annually by the California English Language Development Test (CELDT) or a sanctioned replacement assessment.
<b>ACTIONS TO ACHIEVE</b>	Upon enrollment, the original Home Language Survey in the students’

<b>GOAL</b>	cumulative folder from previous enrollment in a California school will be reviewed, as well as any prior CELDT scores, in order to best determine the current level of the student. If no prior Home Language Survey exists, one will be completed upon enrollment at Encore.
<b>SUBPRIORITY E – EL RECLASSIFICATION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	English Learners will be reclassified within three years.
<b>ACTIONS TO ACHIEVE GOAL</b>	Upon enrollment, the original Home Language Survey in the students' cumulative folder from previous enrollment in a California school will be reviewed, as well as any prior CELDT scores, in order to best determine the current level of the student. If no prior Home Language Survey exists, one will be completed upon enrollment at Encore.
<b>SUBPRIORITY F – AP EXAM PASSAGE RATE: ENCORE WILL NOT OFFER AP COURSES</b>	
<b>SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	For each year of the charter, students will demonstrate college preparedness pursuant to the EAP.
<b>ACTIONS TO ACHIEVE GOAL</b>	Students will be exposed to rigorous college – ready curriculum while attending Encore.
<b><u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u></b>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> <li>A. School attendance rates</li> <li>B. Chronic absenteeism rates</li> <li>C. Middle school dropout rates (EC §52052.1(a)(3))</li> <li>D. High school dropout rates</li> <li>E. High school graduation rates</li> </ul>	
<b>SUBPRIORITY A – STUDENT ATTENDANCE RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	An average of 94% of enrolled students will attend Encore daily.
<b>ACTIONS TO ACHIEVE GOAL</b>	The following actions will be put into place to help Encore achieve the student attendance rate goal: <ul style="list-style-type: none"> <li>1. Perfect attendance incentives</li> <li>2. Parent education in handbooks and letters home describing the importance of daily attendance</li> <li>3. Full Time attendance clerk dedicating to clearing and recording absences</li> <li>4. Implementing SARB policies and processes</li> <li>5. Requiring attendance to class as part of the overall grade within a course</li> </ul>
<b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b>	
<b>GOAL TO ACHIEVE</b>	A maximum of 6% of enrolled students will be absent from school in regards to



<b>SUBPRIORITY</b>	average daily attendance.
<b>ACTIONS TO ACHIEVE GOAL</b>	<ol style="list-style-type: none"> <li>1. Health and Wellness policies will promote helping to keep students from getting sick.</li> <li>2. Perfect attendance incentives</li> <li>3. Parent education in handbooks and letters home describing the importance of daily attendance</li> <li>4. Full Time attendance clerk dedicating to clearing and recording absences</li> <li>5. Implementing SARB policies and processes</li> <li>6. Requiring attendance to class as part of the overall grade within a course</li> </ol>
<b>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Middle School student dropout rates will not exceed 2% average dropout rate.
<b>ACTIONS TO ACHIEVE GOAL</b>	<ol style="list-style-type: none"> <li>1. Encore will refer all middle school students exiting Encore to their home district.</li> <li>2. Attendance clerk will keep CALPADS up to date to be able to document student enrollment and exits</li> <li>3. Parent communication about the importance of following Encore’s six year graduation plan will take place annually within the parent handbook.</li> <li>4. Exit surveys administered to all students that decide to leave Encore will help administration and staff improve programs.</li> <li>5. Encore will offer a variety of programs that will keep students involved in school.</li> </ol>
<b>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	High School student dropout rates will not exceed 20% average dropout rate.
<b>ACTIONS TO ACHIEVE GOAL</b>	<ol style="list-style-type: none"> <li>1. Encore will refer all high school students exiting Encore to their home district.</li> <li>2. Attendance clerk will keep CALPADS up to date to be able to document student enrollment and exits</li> <li>3. Parent communication about the importance of following Encore’s six year graduation plan will take place annually within the parent handbook.</li> <li>4. Exit surveys administered to all students that decide to leave Encore will help administration and staff improve programs.</li> <li>5. Encore will offer a variety of programs that will keep students involved in school.</li> </ol>
<b>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	At least 90% of all Encore high school students will graduate.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will employ a variety of methods to help high school students understand the importance of graduating from high school.



	<ol style="list-style-type: none"> <li>1. Full time counselors will help guide students through the six year plan.</li> <li>2. Encore will publish the six year plan in the annual parent/student handbook.</li> <li>3. Encore will use a variety of intervention programs to guide struggling students including SSTs and Rtl coaches.</li> </ol>
<p><b>STATE PRIORITY #6— SCHOOL CLIMATE</b></p> <p><i>School climate, as measured by all of the following, as applicable:</i></p> <ol style="list-style-type: none"> <li>A. <i>Pupil suspension rates</i></li> <li>B. <i>Pupil expulsion rates</i></li> <li>C. <i>Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i></li> </ol>	
<p><b>SUBPRIORITY A – PUPIL SUSPENSION RATES</b></p>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore’s goal is to be at less than a 1% average annual suspension rate of students enrolled at Encore High School for the Arts – Riverside.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will publish and send home with all students and interested students copies of the latest parent/student handbook.
<p><b>SUBPRIORITY B – PUPIL EXPULSION RATES</b></p>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore’s goal is be at less than a 1% average annual expulsion rate of students enrolled at Encore High School for the Arts – Riverside.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will publish and send home with all students and interested students copies of the latest parent / student handbook.
<p><b>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)</b></p>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	The majority of students and staff at Encore feel that they are in a supportive environment.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will employ the use of an annual survey (NSLP model or equivalent) that asks questions regarding the health, safety, and well being of the school climate.
<p><b>STATE PRIORITY #7— COURSE ACCESS</b></p> <p><i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i></p> <p><i>“Broad course of study” includes the following, as applicable:</i></p> <p><i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i></p> <p><i>Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i></p>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students have the opportunity to participate in the full scope of programs offered at Encore
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will use the full inclusion method for all students including, but not limited to, EL, 504, and SPED.
<p><b>STATE PRIORITY #8—OTHER STUDENT OUTCOMES</b></p> <p><i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i></p>	



<b>SUBPRIORITY A – ENGLISH</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Majority of students will be at or above grade level within the area of English.
<b>ACTIONS TO ACHIEVE GOAL</b>	<ol style="list-style-type: none"> <li>1. Encore will hire and retain highly qualified, credentialed teachers within the subject area of English.</li> <li>2. Encore will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board for all pupils, including English learners.</li> <li>3. Encore will work to increase student achievement by filling in gaps in fundamental knowledge.</li> </ol>
<b>SUBPRIORITY B – MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Majority of students will be at or above grade level within the area of Mathematics.
<b>ACTIONS TO ACHIEVE GOAL</b>	<ol style="list-style-type: none"> <li>1. Encore will hire and retain highly qualified, credentialed teachers within the subject area of Mathematics.</li> <li>2. Encore will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board for all pupils, including English learners.</li> <li>3. Encore will work to increase student achievement by filling in gaps in fundamental knowledge.</li> </ol>
<b>SUBPRIORITY C – SOCIAL SCIENCES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Majority of students will be at or above grade level within the area of Social Sciences (Humanities).
<b>ACTIONS TO ACHIEVE GOAL</b>	<ol style="list-style-type: none"> <li>1. Encore will hire and retain highly qualified, credentialed teachers within the subject area of Social Sciences (Humanities).</li> <li>2. Encore will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board for all pupils, including English learners.</li> <li>3. Encore will work to increase student achievement by filling in gaps in fundamental knowledge.</li> </ol>
<b>SUBPRIORITY D – SCIENCE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Majority of students will be at or above grade level within the area of Science.
<b>ACTIONS TO ACHIEVE GOAL</b>	<ol style="list-style-type: none"> <li>1. Encore will hire and retain highly qualified, credentialed teachers within the subject area of Science.</li> <li>2. Encore will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board for all pupils, including English learners.</li> <li>3. Encore will work to increase student achievement by filling in gaps in fundamental knowledge.</li> </ol>
<b>SUBPRIORITY E – VISUAL AND PERFORMING ARTS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students of Encore will complete a minimum of one year (10 credits) of fine arts core courses as part of the six year graduation plan.



<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will invoke the one year of a completed course in a fine arts class (defined as music, drama, or art) by enrolling all students in at least one course prior to graduation.
<b>SUBPRIORITY F – PHYSICAL EDUCATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students of Encore will complete a minimum of two years (20 credits) designated within a non-core physical education course to complete the Encore six year plan.
<b>ACTIONS TO ACHIEVE GOAL</b>	Counselors of Encore will enroll students within a physical education class for a total of four semesters within the six year plan.
<b>SUBPRIORITY H – FOREIGN LANGUAGES (GRADES 7-12 ONLY)</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students of Encore will complete a minimum of one year (20 credits) designated within a foreign language course in order to complete the Encore six year plan.
<b>ACTIONS TO ACHIEVE GOAL</b>	Counselors of Encore will enroll students within a foreign language class for total of two semesters within the six year plan.

**PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING –**

Low achieving students may be identified by their CAASP assessment scores, their course performance (D or F), performance on basic skills tests, and teacher observation.

Encore follows a progressive multi-tier Response to Intervention (Rtl) model in meeting the needs of low achieving students. Students that are identified as struggling by teachers and instructors will be given a variety of methods to help them progress dependent on how much help is designated as a need for each student. Supports may include:

- 1) Small class sizes
- 2) Innovative scheduling to allow for additional individualized tutoring and mentoring;
- 3) Individual and small group attention that focuses on mastering the current learning;
- 4) Mastery learning process that builds in review and reassessment;
- 5) Extended day to provide extra learning time;
- 6) Optional extended courses; or after school tutoring
- 7) Technology assisted learning through web-based programs
- 8) Focus on key students during staff meetings
- 9) Additional focused in class interventions, modifications and accommodations
- 11) Mentoring by the Rtl coach
- 12) Student Success Team (SST) meetings



**STUDY SKILLS, GRADE 7** - Encore has an elective class that all seventh grade students can enroll in that focuses on learning how to study and succeed in school. This class targets all students along with low achieving students to help them learn how to learn.

**HEALTH & STUDY SKILLS, GRADE 8** – Encore has an elective class that all eighth grade students can enroll in that focuses on basic math skills during the first quarter, typing for one quarter, test taking for one quarter, then health for the rest of the year with a focus in helping low achieving math students fill in math gaps during the first quarter.

**STUDY SKILLS, GRADES 9 – 12** – This is an elective class that is open to all students and may be required for students that struggle. This course provides block tutoring, access to additional resources such as the Khan Academy, and scheduled study skills curriculum to reinforce study habits with low performing students. This course also provides extra study hall time to help students complete tasks.

**RESPONSE TO INTERVENTION** – Encore employs an RtI coach that specifically targets students that are failing their academic courses. This coach meets with students regularly to reinforce study habits, check in on student progress, and provide motivation and support to the struggling student. The RtI coach also coordinates in class interventions, modifications, accommodations, SST meetings, and if required referrals to Special Education.

**PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING** –

High achieving students are identified by their CAASPP assessment scores, their course performance (A), and teacher observation.

Students will be placed in honors classes with other students that are at the same academic level based on placement exams during the beginning of each school year and by ongoing review of the teachers. Students that display accelerated standards will have the opportunity to work in honors classes that teach the same general curriculum, but with more critical and creative thinking involved. “Academically high” should not translate into more work, but more thinking. Students may be encouraged to consider concurrent enrollment in college classes. Completed college classes may be awarded credit towards high school graduation requirements.

Response to the needs of high achieving students may include:

- Advanced Projects
- Innovative scheduling to allow for mentoring that leads to learning extensions;
- Individual and small group attention that focuses on extending the current learning;
- Provide extensive college counseling to ensure that all students are fully informed of costs, aid, and support services provided by the college;
- Provide study skills and learning strategies for college courses;
- Provide personal coaching in choosing a major;
- Encourage career internships.

## **PLAN FOR ENGLISH LEARNERS –**

Encore High School - Riverside will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Encore will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

All academic teachers will be required to be CLAD certified or hold an ESL Certificate representing the completion of the English as a Second Language class.

Based on the demographics for surrounding schools in RUSD, of our English Learners, 93% will be Spanish speaking, 5% will be Korean, and 2% will make up all other languages.

### **Home Language Survey and CELDT Testing (or equivalent)**

Encore will administer the home language survey upon a student’s initial enrollment into Encore (on enrollment forms).

English learners are identified by their CELDT scores (or equivalent) and teacher observation. Within 30 days of enrollment, any student whose parent has indicated on the Home Language Survey that English is not the primary (first) language will be tested on their English language proficiency using the CELDT test (or equivalent). During initial enrollment only, students identified as English learners are further tested in their primary language to determine proficiencies in listening, speaking, reading, and writing. The results of each student’s assessments are sent to their parents or guardians in a language they understand. Students will be tested at least annually thereafter between July 1 and October 31<sup>st</sup> until re-designated as fluent English proficient. Results of students’ designation and English proficiencies are reported annually to the state on Encore’s R30-LC report.

### **Reclassification Procedures**

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT (or equivalent).
- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil’s performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.



### **Strategies for English Learner Instruction and Intervention**

Response to the needs of English learners shall include:

1. Literacy classes (when necessary);
2. ESL class (when necessary);
3. Web-assisted programs in English learning;
4. CELDT (or equivalent) annual assessment until reclassification criteria met;
5. Progress toward reclassification monitored on an individual plan;
6. All teachers trained to support English learners;
7. Ongoing staff development to support English learners;
8. Literacy emphasized across the curriculum;
9. Address the language issues in science and math by stressing vocabulary development;
10. Textbooks that are available in alternate languages may be purchased for reference materials by ENCORE
11. ELL students may be placed into Study Hall groups together in order to have additional time with a qualified ESL teacher to help them on a mainstream path.

Parents of ELL students or parents requiring correspondence in their native language will be notified by phone or by mail in a language that they understand as to the progress of their Encore High School - Riverside student.

Encore High School for the Arts - Riverside will also designate appropriate areas on campus for the special needs of ELL, Section 504, Rtl and Special Education Students.

### **Monitoring and Evaluation of Program Effectiveness**

Encore evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

### **PLAN FOR STUDENTS WITH DISABILITIES –**

#### **Overview**

Encore shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities in Education Improvement Act (“IDEIA”).

Encore will be its own LEA for the purposes of the provision of special education services and will apply directly for membership in the Desert Mountain Charter Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). Encore – High Desert is a current member of the Desert Mountain Charter SELPA. Encore Education Corporation is confident that Encore – Riverside will be accepted into the same SELPA. Encore shall promptly provide the District confirmation of Encore –

Riverside's acceptance into the SELPA at least 30 days prior to the commencement of instruction or as otherwise agreed to between the parties.

Encore shall at all times agree and comply fully with the terms of the Desert Mountain Charter SELPA to provide special education services in accordance with federal and state law, including providing proof of Encore's acceptance as a member of a SELPA to the District. The District shall have no responsibility for the coordination or provision of special education services to Encore students, regardless of school district of residence of such students, and Encore shall be exclusively responsible for the coordination and provision of special education services to Encore students and for any and all other obligations of a school or school district relative to services for students with special needs.

Encore shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

Encore may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. Encore may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

Encore shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by Encore shall be accessible for all students with disabilities.

### **Education Program for Students with Disabilities**

Encore will use the following procedures to serve students with disabilities. These efforts include:

1. The RtI process and if required the establishment of a Student Success Team to exhaust all general education alternatives before a referral to Special Education is made;
2. The inclusion of testing procedures and the evaluation thereof which allows for the pre-identification of children with disabilities;
3. Annual in-service for faculty regarding the identification of children with disabilities.

Encore will hire a highly qualified credentialed teacher in the area of special education. This position will be extended to a full time position when needed. Encore High School - Riverside will also designate appropriate space on campus for the special needs of ELL, Section 504, RtI and Special Education Students.

Additionally, Encore will serve its special education students by:

1. Following a full inclusion model as implemented at Encore High School – High Desert
2. A highly qualified credentialed teacher will be designated as an inclusion specialist that works directly with a case load of up to 30 students
3. Special Education Aides will be hired at a rate of 1 per 15 full inclusion special education students to be able to assist regular education teachers within the classroom models
4. Inclusion Specialists will work directly with regular education teachers to implement policies and documentation regarding modifications and accommodations for caseload.
5. Extended day
6. Optional extended time in courses;
7. Technology assisted learning;
8. Accommodations provided in regular education classes;



### **Section 504 of the Rehabilitation Act**

Encore recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of Encore. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by Encore.

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

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

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by Encore's professional staff.

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

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained



in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

### **Services for Students under the "IDEIA"**

*The following description regarding how special education and related services will be provided and funded is being proposed by Encore for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition, and is not binding on the District. The specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding ("MOU"), delineating the respective responsibilities of Encore and the SELPA. A copy of the MOU will be presented to the District upon execution.*

Encore shall provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the SELPA.

Encore will provide services for special education students enrolled in Encore. Encore will follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records. Encore agrees to promptly respond to all SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to Encore students, staff, facilities, equipment and records as required or imposed by law.

#### Staffing

All special education services at Encore will be delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEIA. Charter School staff shall participate in County or SELPA in-service training relating to special education. Encore will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. Encore shall ensure that all special education staff hired or contracted by Encore is qualified pursuant to SELPA policies, as well as meet all legal requirements. Encore shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

#### Notification and Coordination

Encore shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. Encore will adopt and implement policies relating to all special education issues and referrals.

#### Identification and Referral

Encore shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. Encore will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

Encore will follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.



### Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEIA, as provided in Section 1414, Title 20 of the United States Code. Encore will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. Encore shall obtain parent/guardian consent to assess Charter School students.

### IEP Meetings

Encore shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. Encore shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or Encore designated representative with appropriate administrative authority as required by the IDEIA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at Encore and/or about the student. Encore shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide of notice of parental rights.

### IEP Development

Encore understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

### IEP Implementation

Encore shall be responsible for all school site implementation of the IEP. As part of this responsibility, Encore shall provide parents with timely reports on the student’s progress as provided in the student’s IEP, and at least quarterly or as frequently as progress reports are provided for Encore’s non-special education students. Encore shall also provide all home-school coordination and information exchange. Encore shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

### Interim and Initial Placements of New Charter School Students

Encore shall comply with Education Code Section 56325 with regard to students transferring into Encore within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in Encore from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, Encore shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into Encore from a district operated program under the same special education local plan area of Encore within the same academic year, Encore shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and Encore agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.



For students transferring to Encore with an IEP from outside of California during the same academic year, Encore shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until Encore conducts and assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by Encore, and develops a new IEP, if appropriate that is consistent with federal and state law.

#### Non-Public Placements/Non-Public Agencies

Encore shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

#### Non-discrimination

It is understood and agreed that all children will have access to Encore and no student shall be denied admission nor counseled out of Encore due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

#### Parent/Guardian Concerns and Complaints

Encore shall adopt policies for responding to parental concerns or complaints related to special education services. Encore shall receive any concerns raised by parents/guardians regarding related services and rights.

Encore's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

#### Due Process Hearings

Encore may initiate a due process hearing or request for mediation with respect to a student enrolled in Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, Encore shall defend the case.

#### SELPA Representation

It is Encore's understanding that it shall represent itself at all SELPA meetings.

#### Funding

Encore understands that it will be subject to the allocation plan of the SELPA.



## Section 4 – Measurable Student Outcomes, Assessments, And Other Uses of Data

**OBJECTIVE: ALL ENCORE HIGH SCHOOL FOR THE ARTS - RIVERSIDE STUDENTS ARE PERFORMING AT OR ABOVE GRADE LEVEL.**

*Governing Law: The measurable pupil outcomes identified for use by Encore. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by Encore, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by Encore. Education Code Section 47605(b)(5)(B).*



### **MEASURING STUDENT PROGRESS –**

Students are graded on assignments, quizzes, mid-terms, and finals and are given a quarterly report posting their results of each class. Students have to pass a class with at least a 60% or higher in order receive credit for completing that class. Students receiving a 90% or higher will receive the grade letter "A" on their report cards. Students receiving an 80 – 89% will receive the grade letter "B" on their report cards. Students receiving a 70 – 79% will receive the grade letter "C" on their report cards. Students receiving a 60 – 69% will receive the grade letter "D" on their report cards. Students receiving less than a 50% will receive a failing grade and will be required to retake the course to earn credit. At the end of each semester, grades will start new.

### **ACADEMIC PERFORMANCE INDEX –**

The primary school-wide accountability measures at Encore will be the state mandated assessments included in the CAASPP testing program (e.g., the Smarter Balanced Assessments, The California Standards Test (CST), the California Modified Assessment (CMA), and the California Alternative Performance Assessment (CAPA)), Benchmarks in the core Academics, and the California High School Exit Exam (CAHSEE). Therefore, Encore High School – Riverside will use the methods of API and AYP (or its replacement) as a primary measure of School success. This process will be reviewed and adjusted to State Standards as needed.

All students of Encore will take periodic practice tests to help them prepare for the State Standardized testing and help faculty assess areas that need extra attention. It is the goal of Encore to have an API score of at least 800 or equivalent by the year 2020.

**Encore will attain its schoolwide and numerically significant student subgroups' growth targets each year by doing the following:**

- Perform an analysis of the previous year's scores.
- Establish target areas among sub-groups, including low-achieving students and English learners, and among curricular areas.
- Analyze standards cluster results in each subject and set targets to raise an area that falls behind.
- Align financial and staff development resources with established target areas.
- Monitor results on benchmark tests, especially those within the target areas.
- Reaffirm standards-based instruction ensuring that assessments and instruction are aligned with the standards.
- Monitor pacing to ensure that all priority standards are taught prior to CAASP testing.



<b>ENCORE’S OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES</b>	
<p>Pursuant to Education Code Section 47605(b)(5)(B), following is a table describing Encore’s outcomes that align with the state priorities and Encore’s goals and actions to achieve the state priorities, as identified in Section 3 of this charter.</p> <p>The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by Encore at the school site.</p>	
<b>STATE PRIORITY #1— BASIC SERVICES</b>	
<i>The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</i>	
<b>SUBPRIORITY A – TEACHERS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore will hire and retain highly qualified, credentials teachers within the subject area of instruction for all core instruction.
<b>ACTIONS TO ACHIEVE GOAL</b>	Teachers hired for core curriculum must possess an intern eligible credential minimum in the appropriate course of study. Teachers will have to follow state guidelines to clear credential.
<b>MEASURABLE OUTCOME</b>	100% of core teachers will possess appropriate credential.
<b>BASELINE PERFORMANCE LEVEL</b>	100% of core teachers will possess appropriate credential.
<b>METHODS OF MEASUREMENT</b>	Percentage rate that teachers are assigned and credentialed appropriately for students they teach. Percentage rate that students have access and are enrolled in all core areas of study.
<b>SUBPRIORITY B – INSTRUCTIONAL MATERIALS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students have full accessibility to relevant, state approved instructional materials.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will fund as necessary implementation of new resource and instructional materials to align with CCSS or equivalent (based on state adoption).
<b>MEASURABLE OUTCOME</b>	Teachers and students have full accessibility to relevant, state approved instructional materials.
<b>BASELINE PERFORMANCE LEVEL</b>	Availability of instructional materials will, at minimum follow the outline of Williams Act.
<b>METHODS OF MEASUREMENT</b>	Encore will measure availability based on teacher checkout systems and teacher requests for materials. Barcoding and textbook library will keep track of number of available resources versus number of students enrolled in a course.
<b>SUBPRIORITY C – FACILITIES</b>	
<b>GOAL TO ACHIEVE</b>	Encore will create a safe, functional, and secure operational facilities.

<b>SUBPRIORITY</b>	
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will enter into a lease with a landlord and complete tenant improvements as necessary.
<b>MEASURABLE OUTCOME</b>	Encore's measurable outcome is an executed lease for adequate facilities.
<b>BASELINE PERFORMANCE LEVEL</b>	Encore will obtain certificate of occupancies reflecting the proper use of the building(s) and/or facilities.
<b>METHODS OF MEASUREMENT</b>	Possession of proper licensing and permits will designate operational facilities.
<b>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</b>	
<i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
<b>SUBPRIORITY A – CCSS IMPLEMENTATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All courses will adhere to Common Core State Standards.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will use a variety of methods to achieve proper CCSS implementation. <ol style="list-style-type: none"> <li>1. Encore will name an Academic Director that will facilitate the implementation of CCSS.</li> <li>2. Encore will schedule specific trainings and send staff members to off site trainings in regards to the implementation of CCSS.</li> <li>3. Encore will purchase/fund appropriate materials to implement CCSS, including but not limited to technology.</li> </ol>
<b>MEASURABLE OUTCOME</b>	Teachers will submit pacing plans and benchmarks reflecting CCSS.
<b>BASELINE PERFORMANCE LEVEL</b>	All teachers will turn in pacing plans reflecting the implementation of CCSS.
<b>METHODS OF MEASUREMENT</b>	Encore will utilize standardized CCSS benchmarks and state testing to measure the implementation of CCSS
<b>SUBPRIORITY B – EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	EL students have full accessibility to the entire academic program.
<b>ACTIONS TO ACHIEVE GOAL</b>	All students will participate in full immersion with modification and accommodations as designated by EL Coordinator and SPED Inclusion Specialists.
<b>MEASURABLE OUTCOME</b>	Verification of accessibility will be defined by enrollment at the appropriate level of Encore's six year plan.
<b>BASELINE PERFORMANCE LEVEL</b>	Students are enrolled in all required academic courses coinciding with grade level.
<b>METHODS OF</b>	EL student accessibility will be verified through a review of the EL student class



<b>MEASUREMENT</b>	schedules and transcripts.
<b>SUBPRIORITY C – EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All EL students progress toward English language proficiency.
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>Encore will employ several programs to help EL students achieve English language proficiency.</p> <ol style="list-style-type: none"> <li>1. All Encore teachers will be NCLB compliant</li> <li>2. Employment of an EL Coordinator will help advocate for EL students and work with regular education teachers to outline specific plans for EL learners.</li> <li>3. Additional support will be offered to all students through tutoring during lunch and after school.</li> <li>4. Additional instructional materials in the designation of EL will be provided at the EL Coordinator’s request.</li> </ol>
<b>MEASURABLE OUTCOME</b>	All teachers will be NCLB certified. All students will progress toward recertification based on CELDT (or equivalent) test results.
<b>BASELINE PERFORMANCE LEVEL</b>	Students will be placed according to CELDT (or equivalent) test.
<b>METHODS OF MEASUREMENT</b>	Encore’s EL student progression will be measured by the annual the CELDT (or equivalent) test results
<b>STATE PRIORITY #3— PARENTAL INVOLVEMENT</b>	
<i>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</i>	
<b>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Parents will actively engage in and give input in decision making and participate in programs
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>Encore uses a variety of actions to help achieve and maintain parent involvement.</p> <ul style="list-style-type: none"> <li>• Parent / Teacher conferences available monthly</li> <li>• New student / parent interest meetings and orientations</li> <li>• Parent representatives sit on the site council</li> <li>• Parents are encouraged to incur 8 parent involvement hours per semester</li> <li>• Communication with parents is sent regularly using methods such as direct mail, email, web site, all call system, and notes home</li> <li>• Parents are given direct access to student achievement using Aeries parent portal or equivalent</li> <li>• Parents are invited to arts fundraiser assessment events, activities, and shows</li> <li>• Parents are asked to complete annual surveys</li> <li>• Active communication takes place between teacher and parents via email</li> </ul>



	<ul style="list-style-type: none"> <li>• Encore offers college readiness seminars for parents to help them equip their students to enter college after high school</li> <li>• Exit interviews are given by the counseling department for students that are withdrawn from Encore</li> </ul>
<b>MEASURABLE OUTCOME</b>	Parent involvement will be measured by the responses to surveys, amount of parents that contribute involvement hours, and other communication assessment data offered through the variety of media outlets used
<b>BASELINE PERFORMANCE LEVEL</b>	All parents / guardians are signed up for all call system with an overall average of more than 40% listening or opening communication offering opportunities for input.
<b>METHODS OF MEASUREMENT</b>	Encore will measure the amount of parent involvement by keeping data regarding parent involvement hours accrual and analytics reports offered from the methods of communication (ie: Call-Em-All, Constant Contact, Aeries)
<b>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Parents will feel they are informed about Encore expectations and are aware of opportunities for parent involvement.
<b>ACTIONS TO ACHIEVE GOAL</b>	Parent representation on the Encore Site Council and constant communication in a variety of ways
<b>MEASURABLE OUTCOME</b>	Parent involvement hours remain steady and / or increase annually.
<b>BASELINE PERFORMANCE LEVEL</b>	The majority of the parents are communicated with regularly with strong efforts to make sure that all parents are reached in a variety of ways.
<b>METHODS OF MEASUREMENT</b>	Encore will measure the amount of communication with parents and guardians based on the analytics reports offers from the methods of communication (ie: Call-Em-All, Constant Contact, Aeries)
<b><u>STATE PRIORITY #4— STUDENT ACHIEVEMENT</u></b>	
<i>Pupil achievement, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> <li>A. California Assessment of Student Performance and Progress (CAASPP) statewide assessment</li> <li>B. The Academic Performance Index (API)</li> <li>C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</li> <li>D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</li> <li>E. EL reclassification rate</li> <li>F. Percentage of pupils who have passed an AP exam with a score of 3 or higher</li> <li>G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</li> </ul>	
<b>SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	The majority of students are performing at or above grade level in ELA/Literacy and Mathematics.



<b>ACTIONS TO ACHIEVE GOAL</b>	<p>Encore will have a variety of measures in place to make sure that students can work to be at or above grade level in ELA/Literacy and Mathematics.</p> <ul style="list-style-type: none"> <li>• Implementation of CCSS</li> <li>• Implementation of NWEA standardized benchmarks or equivalent</li> <li>• Hiring and training of highly qualified teachers</li> <li>• After school and during lunch tutoring</li> <li>• Schoolwide fundamental reviews (Math Madness BINGO, Summer Reading Programs as examples)</li> </ul>
<b>MEASURABLE OUTCOME</b>	Encore – Riverside students will increase standardized test scores.
<b>BASELINE PERFORMANCE LEVEL</b>	Encore – Riverside will use test results from state testing (if available) and / or the results from NWEA or equivalent standardized benchmark testing implemented by Encore in the interim of development of state testing rubrics.
<b>METHODS OF MEASUREMENT</b>	Encore will measure results using a variety of analytics associated with a variety of tests given to the students throughout the year.
<b>SUBPRIORITY B – API</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore – Riverside will work to reach the state goal of 800 API or appropriate state replacement.
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>Encore – Riverside will use a variety of methods to prepare students for data driven results.</p> <ul style="list-style-type: none"> <li>• Teachers will be required to create and implement Pacing Plans</li> <li>• Students will take school standardized benchmark tests</li> <li>• Encore will work on inservice and trainings for CCSS implementation</li> <li>• Teachers will work with students on specific test preparation</li> </ul>
<b>MEASURABLE OUTCOME</b>	Measurable outcomes will reflect the new implementation of state testing measurable outcomes as designated by the state of California
<b>BASELINE PERFORMANCE LEVEL</b>	Encore – Riverside will publish test results in the annual SARC as released by the California Department of Education.
<b>METHODS OF MEASUREMENT</b>	Test results given by the CAHSEE, Socio Economics, EL Enrollment, SPED Enrollment, graduation rates, subgroup data provided by the California Department of Education.
<b>SUBPRIORITY C – UC/CSU COURSE REQUIREMENTS (OR CTE)</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All graduating seniors will be enrolled in courses that meet the minimums for UC/CSU admission requirements.
<b>ACTIONS TO ACHIEVE GOAL</b>	Approval of courses by UC/CSU with annual updates
<b>MEASURABLE OUTCOME</b>	Percentage of students enrolled in UC/CSU approved courses
<b>BASELINE PERFORMANCE LEVEL</b>	Majority of students enrolled in UC/CSU approved courses



<b>METHODS OF MEASUREMENT</b>	Percentage of students meeting requirements according to CALPADS and Aeries
<b>SUBPRIORITY D – EL PROFICIENCY RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	English Learners will advance one level each year toward English proficiency as measured annually by the California English Language Development Test (CELDT) or a sanctioned replacement assessment.
<b>ACTIONS TO ACHIEVE GOAL</b>	Upon enrollment, the original Home Language Survey in the students’ cumulative folder from previous enrollment in a California school will be reviewed, as well as any prior CELDT scores, in order to best determine the current level of the student. If no prior Home Language Survey exists, one will be completed upon enrollment at Encore.
<b>MEASURABLE OUTCOME</b>	English Learners advance one or more levels toward English proficiency using prior and current CELDT scores.
<b>BASELINE PERFORMANCE LEVEL</b>	Matrix of where Encore – Riverside English Learners originally place toward English proficiency based on CELDT test and prior school information from student files
<b>METHODS OF MEASUREMENT</b>	Percentage of English Learners that advance one level or more annually toward English proficiency using CELDT or equivalent.
<b>SUBPRIORITY E – EL RECLASSIFICATION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	English Learners will be reclassified within three years.
<b>ACTIONS TO ACHIEVE GOAL</b>	Upon enrollment, the original Home Language Survey in the students’ cumulative folder from previous enrollment in a California school will be reviewed, as well as any prior CELDT scores, in order to best determine the current level of the student. If no prior Home Language Survey exists, one will be completed upon enrollment at Encore.
<b>MEASURABLE OUTCOME</b>	Results from annual CELDT scores or equivalent
<b>BASELINE PERFORMANCE LEVEL</b>	Placement of English Learners based on prior school files and annual CELDT testing.
<b>METHODS OF MEASUREMENT</b>	Classification based on CELDT test results or qualified replacement
<b>SUBPRIORITY F – AP EXAM PASSAGE RATE; ENCORE DOES NOT OFFER AP COURSES</b>	
<b>SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	For each year of the charter, students will demonstrate college preparedness pursuant to the EAP.
<b>ACTIONS TO ACHIEVE GOAL</b>	Students will be exposed to rigorous college – ready curriculum while attending Encore
<b>MEASURABLE OUTCOME</b>	Encore will have a higher percentage of students considered college ready based on EAP results compared to the state average



<b>BASELINE PERFORMANCE LEVEL</b>	None
<b>METHODS OF MEASUREMENT</b>	EAP test results
<b>STATE PRIORITY #5— STUDENT ENGAGEMENT</b>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> <li>A. School attendance rates</li> <li>B. Chronic absenteeism rates</li> <li>C. Middle school dropout rates (EC §52052.1(a)(3))</li> <li>D. High school dropout rates</li> <li>E. High school graduation rates</li> </ul>	
<b>SUBPRIORITY A – STUDENT ATTENDANCE RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	An average of 94% of students will attend school every day
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>Student attendance rate goal will be reinforced by</p> <ul style="list-style-type: none"> <li>• Perfect attendance incentives</li> <li>• Parent education about school attendance in handbooks and letters home describing the importance of daily attendance</li> <li>• Full time attendance clerk dedicated to clearing and recording absences</li> <li>• Implementing SARB policies and processes</li> <li>• Requiring attendance to class as part of the overall grade that grants course credit</li> </ul>
<b>MEASURABLE OUTCOME</b>	The outcome of average daily attendance will be based on monthly reports generated by the school's information system, currently Aeries.
<b>BASELINE PERFORMANCE LEVEL</b>	The baseline performance level will be determined by the P1 report created after opening of Encore High School of the Arts - Riverside
<b>METHODS OF MEASUREMENT</b>	Within Aeries or equivalent, data analytics reports related to daily attendance will measure overall average daily attendance
<b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	An average of 6% or less students will be absent from school each day.
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>Encore will employ a variety of actions to encourage daily attendance to class</p> <ul style="list-style-type: none"> <li>• Health and Wellness policies will promote keeping students healthy</li> <li>• Perfect attendance incentives</li> <li>• Parent education in handbooks and letters home describing the importance of daily attendance</li> <li>• Full Time attendance clerk dedicated to clearing and recording absences</li> <li>• Implementing SARB policies and processes</li> </ul>

	<ul style="list-style-type: none"> <li>Attendance to class to obtain course credit for classes</li> </ul>
<b>MEASURABLE OUTCOME</b>	Percentage of average daily attendance will be the base measurable outcome
<b>BASILINE PERFORMANCE LEVEL</b>	The baseline performance level will be set at the conclusion of P1 for Encore High School for the Arts – Riverside
<b>METHODS OF MEASUREMENT</b>	Data Analytics from Aeries or equivalent will be used to determine results
<b>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Middle School student dropout rates will not exceed 2% average dropout rate.
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>Encore will use a variety of actions to achieve the goal</p> <ul style="list-style-type: none"> <li>Referral for all middle school students that are exiting Encore to their home district</li> <li>Attendance clerks will keep CALPADS up to date to be able to document student enrollment and exits</li> <li>Parent communication about the importance of following Encore’s six year graduation plan will take place annually within the parent handbook</li> <li>Exit surveys administered to all students and parents that decide to leave Encore will help administration and staff improve programs.</li> <li>Encore will offer a variety of programs that will keep students involved in school.</li> </ul>
<b>MEASURABLE OUTCOME</b>	Annual percentage of students exiting Encore as middle school students (grades 7 or 8) that do not enter another school based on CALPADS
<b>BASILINE PERFORMANCE LEVEL</b>	Baseline Performance Level will be based on the amount of middle school dropouts based on CALPADS at the conclusion of the first year of operation at Encore – Riverside
<b>METHODS OF MEASUREMENT</b>	Encore will use the information regarding school of enrollment after exiting Encore using CALPADS
<b>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	High school student dropout rates will not exceed 20% average dropout rate
<b>ACTIONS TO ACHIEVE GOAL</b>	<ul style="list-style-type: none"> <li>Encore will refer all high school students exiting Encore to their home district.</li> <li>Attendance clerk will keep CALPADS up to date to be able to document student enrollment and exits.</li> <li>Parent communication about the importance of following Encore’s six year graduation plan will take place annually within the parent handbook.</li> <li>Exit surveys administered to all students that decide to leave Encore will help administration and staff improve programs.</li> <li>Encore will offer a variety of programs that will keep students involved in school.</li> </ul>



<b>MEASURABLE OUTCOME</b>	The annual of percentage of high school that exit Encore without enrollment to a different school as designated by CALPADS
<b>BASELINE PERFORMANCE LEVEL</b>	The baseline performance level will be determined by the percentage of high school students at Encore that dropout of school once Encore has enrollment of students in all high school grades
<b>METHODS OF MEASUREMENT</b>	Percentage of students exiting and not entering another school as described by CALPADS
<b>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	At least 90% of all Encore high school seniors will graduate
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>Encore will use a variety of methods to help high school students understand the importance of graduating from high school</p> <ul style="list-style-type: none"> <li>• Full time counselor(s) will help guide students through the six year plan</li> <li>• Encore will publish the six year plan in the annual parent / student handbook.</li> <li>• Encore will use a variety of intervention programs to guide struggling students including SSTs and RtI coaches.</li> </ul>
<b>MEASURABLE OUTCOME</b>	90% or more of enrolled seniors at Encore will graduate from high school.
<b>BASELINE PERFORMANCE LEVEL</b>	When Encore enrolls seniors, at least 90% of Encore enrolled seniors will graduate
<b>METHODS OF MEASUREMENT</b>	The percentage of seniors that graduate
<p><b><u>STATE PRIORITY #6— SCHOOL CLIMATE</u></b>  <i>School climate, as measured by all of the following, as applicable:</i></p> <ul style="list-style-type: none"> <li>A. <i>Pupil suspension rates</i></li> <li>B. <i>Pupil expulsion rates</i></li> <li>C. <i>Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i></li> </ul>	
<b>SUBPRIORITY A – PUPIL SUSPENSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore’s goal is to be at less than a 1% average annual suspension rate of students enrolled at Encore High School for the Arts – Riverside.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will publish and send home with all students and interested students copies of the latest parent/student handbook.
<b>MEASURABLE OUTCOME</b>	Based on Aeries information rate, Encore High School for the Arts – Riverside will report a less than 1% average annual suspension rate.
<b>BASELINE PERFORMANCE LEVEL</b>	The amount of students suspended
<b>METHODS OF MEASUREMENT</b>	Data will be compiled using the reporting methods for discipline within Aeries information system or equivalent.

<b>SUBPRIORITY B – PUPIL EXPULSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Encore’s goal is to be at less than a 1% average annual suspension rate of students enrolled at Encore High School for the Arts – Riverside.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will publish and send home with all students and interested students copies of the latest parent/student handbook.
<b>MEASURABLE OUTCOME</b>	Based on Aeries information rate, Encore High School for the Arts – Riverside will report a less than 1% average annual expulsion rate.
<b>BASELINE PERFORMANCE LEVEL</b>	The amount of students expelled
<b>METHODS OF MEASUREMENT</b>	Data will be compiled using the reporting methods for discipline within Aeries information system or equivalent.
<b>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	The majority of students and staff at Encore feel that they are in a supportive environment.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will use an annual survey (NSLP model or equivalent) that asks questions regarding the health, safety, and well being of the school climate.
<b>MEASURABLE OUTCOME</b>	Based on answers from the annual survey, the majority of stakeholders will answer questions that determine that they feel supported at Encore
<b>BASELINE PERFORMANCE LEVEL</b>	Majority of stakeholders will answer the survey with the majority of questions positively
<b>METHODS OF MEASUREMENT</b>	Straight percentages from the annual surveys will determine the overall feeling regarding the health, safety and well being of school climate.
<b>STATE PRIORITY #7— COURSE ACCESS</b>	
<p><i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i></p> <p><i>“Broad course of study” includes the following, as applicable:</i></p> <p><i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i></p> <p><i>Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i></p>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students have the opportunity to participate in the full scope of programs offered at Encore
<b>ACTIONS TO ACHIEVE GOAL</b>	<ul style="list-style-type: none"> <li>• Encore will use the full inclusion model for all students including, but not limited to EL, 504, and SPED</li> <li>• The counseling department will create a master schedule base on course requests from students</li> </ul>
<b>MEASURABLE OUTCOME</b>	Students will receive the majority of requested course enrollment based on course requests
<b>BASELINE</b>	Based on student course requests, students will be enrolled in the majority of



<b>PERFORMANCE LEVEL</b>	classes requested
<b>METHODS OF MEASUREMENT</b>	Encore uses analytics created by Aeries or equivalent to help create a master schedule that accommodates as many student requests as possible.
<b>STATE PRIORITY #8—OTHER STUDENT OUTCOMES</b>	
<i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i>	
<b>SUBPRIORITY A – ENGLISH</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Majority of students will be at or above grade level within the area of English
<b>ACTIONS TO ACHIEVE GOAL</b>	<ul style="list-style-type: none"> <li>• Encore will hire and retain highly qualified, credentialed teachers within the subject area of English.</li> <li>• Encore will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board of education for all pupils, including English learners</li> <li>• Encore will work to increase student achievement by filling in gaps of fundamental knowledge through school wide extracurricular activities.</li> </ul>
<b>MEASURABLE OUTCOME</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>BASELINE PERFORMANCE LEVEL</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>METHODS OF MEASUREMENT</b>	Progress reports generated from Aeries information system or equivalent. Overall teacher class GPA will be reported according to Aeries information system or equivalent.
<b>SUBPRIORITY B – MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Majority of students will be at or above grade level within the area of mathematics
<b>ACTIONS TO ACHIEVE GOAL</b>	<ul style="list-style-type: none"> <li>• Encore will hire and retain highly qualified, credentialed teachers within the subject area of mathematics.</li> <li>• Encore will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board of education for all pupils, including English learners</li> <li>• Encore will work to increase student achievement by filling in gaps of fundamental knowledge through school wide extracurricular activities.</li> </ul>
<b>MEASURABLE OUTCOME</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>BASELINE PERFORMANCE LEVEL</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>METHODS OF MEASUREMENT</b>	Progress reports generated from Aeries information system or equivalent. Overall teacher class GPA will be reported according to Aeries information system or equivalent.
<b>SUBPRIORITY C – SOCIAL SCIENCES</b>	

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Majority of students will be at or above grade level within the area of social sciences
<b>ACTIONS TO ACHIEVE GOAL</b>	<ul style="list-style-type: none"> <li>• Encore will hire and retain highly qualified, credentialed teachers within the subject area of social sciences.</li> <li>• Encore will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board of education for all pupils, including English learners</li> <li>• Encore will work to increase student achievement by filling in gaps of fundamental knowledge through school wide extracurricular activities.</li> </ul>
<b>MEASURABLE OUTCOME</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>BASELINE PERFORMANCE LEVEL</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>METHODS OF MEASUREMENT</b>	Progress reports generated from Aeries information system or equivalent. Overall teacher class GPA will be reported according to Aeries information system or equivalent.
<b>SUBPRIORITY D – SCIENCE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Majority of students will be at or above grade level within the area of science
<b>ACTIONS TO ACHIEVE GOAL</b>	<ul style="list-style-type: none"> <li>• Encore will hire and retain highly qualified, credentialed teachers within the subject area of science.</li> <li>• Encore will engage a variety of methods to deliver adopted academic content and performance standards as adopted by the state board of education for all pupils, including English learners</li> <li>• Encore will work to increase student achievement by filling in gaps of fundamental knowledge through school wide extracurricular activities.</li> </ul>
<b>MEASURABLE OUTCOME</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>BASELINE PERFORMANCE LEVEL</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>METHODS OF MEASUREMENT</b>	Progress reports generated from Aeries information system or equivalent. Overall teacher class GPA will be reported according to Aeries information system or equivalent.
<b>SUBPRIORITY E – VISUAL AND PERFORMING ARTS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students of Encore will complete a minimum of one year (10 credits) of fine arts core courses as part of the six year graduation plan.
<b>ACTIONS TO ACHIEVE GOAL</b>	Encore will invoke the one year of completed course in a fine arts class (defined as music, drama, or art) by enrolling all students in at least one course prior to graduation.
<b>MEASURABLE OUTCOME</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter





<b>BASELINE PERFORMANCE LEVEL</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>METHODS OF MEASUREMENT</b>	Progress reports generated from Aeries information system or equivalent. Overall teacher class GPA will be reported according to Aeries information system or equivalent.
<b>SUBPRIORITY F – PHYSICAL EDUCATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students of Encore will complete a minimum of two year (20 credits) designated within a non-core physical education course to complete the Encore six year plan.
<b>ACTIONS TO ACHIEVE GOAL</b>	Counselors of Encore will enroll students within a physical education class for a total of four semester within the six year plan.
<b>MEASURABLE OUTCOME</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>BASELINE PERFORMANCE LEVEL</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>METHODS OF MEASUREMENT</b>	Progress reports generated from Aeries information system or equivalent. Overall teacher class GPA will be reported according to Aeries information system or equivalent.
<b>SUBPRIORITY G – FOREIGN LANGUAGES (GRADES 7-12 ONLY)</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students of Encore will complete a minimum of two years (20 credits) designated within a foreign language course in order to complete the Encore six year plan.
<b>ACTIONS TO ACHIEVE GOAL</b>	Counselors of Encore will enroll students within a foreign language class for total of two semesters within the six year plan.
<b>MEASURABLE OUTCOME</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>BASELINE PERFORMANCE LEVEL</b>	The majority of Encore students will pass their enrolled mandatory course within subject matter
<b>METHODS OF MEASUREMENT</b>	Progress reports generated from Aeries information system or equivalent. Overall teacher class GPA will be reported according to Aeries information system or equivalent.





October 15, 2014



## **METHOD(S) OF ASSESSMENT –**

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).*

The State Standards and multiple sources of data form the basis of Encore’s teachings. Performance assessments are evaluated with the use of in-common benchmarks and rubrics and are analyzed on a regular basis to help drive Encore’s educational program. The rubrics are used to inform students and parents about the standards for student work. Encore shall meet all statewide standards and conduct the required student assessments pursuant to Education Code Sections 60605 and 60851, and any other statewide standards or assessments authorized in statute.

### **Encore shall use the following assessment and reporting tools or the equivalent replacement:**

- The CAASPP testing program;
- The California High School Exit Exam (CAHSEE).
- Benchmark Testing
- Student transcripts demonstrating successful completion of required academic courses.
- An annual School-wide writing assessment.
- School maintained records of graduates for the first five years after graduation.
- NWEA’s Measures of Academic Progress (MAP) to be used to show needs and progress in reading and math foundation skills.
- CELDT to show progress for ELL students.
- PSAT and SAT results for college bound students.
- Completion of all transferable requirements for college-bound students.
- Annual portfolios of student-selected work, reflections, resumes, and goals.
- School-created student questionnaires regarding attitudes, goals, and interests.
- Presentation and project rubrics created by teachers to measure success on student presentations and group and individual projects.
- School-maintained records of attendance, suspension, and dropout rates.
- API and AYP reports
- Physical Fitness Test (PFT)

Students will be assessed academically by using the annual results of benchmark testing, the CAASPP assessment program, the California High School Exit Examination, and the California English Language Development (or equivalent replacement). They will also be given semester finals to monitor Academic progress.

Encore affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described in Section 4 of this charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

## **USE AND REPORTING OF DATA –**

Encore High School – Riverside will collect and analyze data on student achievement on a regular basis and provide student achievement data to staff, parents and guardians, and the District in the following manner:

- School leadership, in collaboration with the teaching staff, will annually review the primary measures of School performance—the CAASPP and CAHSEE results—in order to identify strengths and weaknesses at the school and departmental levels and set new performance targets at both the school and departmental levels.
- Staff receive data on student achievement during staff meetings and use this data to help monitor and improve Encore’s education program. A data plan will be developed with an annual timeline for gathering and analyzing various student achievement data including CAASPP and CAHSEE results, classroom grades, quarterly School-wide benchmark testing, the annual writing assessment, and student questionnaires. The timeline will identify staff meetings in which teachers reflect on and discuss student achievement data, determine what modifications to instruction are necessary, and what new goals to set for student achievement. Additionally, the review of the performance of at-risk and low achieving students will be ongoing throughout the year. Using this data, a Student Success Team (SST) may be convened to provide support to these students by creating an assistance plan.
- Parents and guardians receive data on student achievement by mail annually and in person once per year with either an advisory or mentor teacher. Parents will receive reports on CAASPP assessments and CAHSEE by mail. They will also receive six week progress reports on classroom grades and the results of quarterly benchmark testing by mail. Current classroom grades including results for all assignments will be available to parents and students on Encore’s website by January of the first year. The School Accountability Report Card (SARC) will be published annually prior to the published deadline.
- The District receives data on student achievement through School reports and/or presentations to the District’s Board of Education. These reports and/or presentations occur annually during Encore’s charter period and include formative and summative data to demonstrate that Encore is meeting state performance standards.

Encore will use the CAASPP assessment program to assist in identifying strengths and weaknesses at a student, classroom, grade level, school and organization.

If any student is not making sufficient progress to meet the benchmarks, teachers, parents or administrators begin a Student Success Team. From this meeting an action plan is created to support the student.

### **SCHOOL ACCOUNTABILITY REPORT CARD (SARC)**

Encore High School for the Arts - Riverside will also submit an Annual School Accountability Report Card (SARC). The SARC will be created using the models supplied by the California Department of Education as the state standards for reporting.

### **LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) -**

Pursuant to Education Code Section 47606.5, Encore will produce a Local Control Accountability Plan (“LCAP”), which shall update the goals and annual actions to achieve the goals identified in Section 3 of this charter regarding the State Priorities, using the LCAP template adopted by the State Board of Education. Encore shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.



## Section 5 – Governance Structure

*Governing Law: The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. Education Code Section 47605(b)(5)(D).*

### **NONPROFIT PUBLIC BENEFIT CORPORATION**

Encore High School – Riverside shall be a directly funded independent charter school and will be operated by Encore Education Corporation, a California nonprofit public benefit corporation, pursuant to California law upon approval of this charter.

Encore High School – Riverside will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and Encore. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of Encore, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Encore as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendix 5.1, please find Encore Articles of Incorporation and Bylaws.

### **Conflict of Interest**

Encore shall be subject to Government Code Section 1090 *et seq.*, the Political Reform Act of 1974 (Gov. Code Section 87100 *et seq.*, the “PRA”) and any attendant regulations as they may be amended from time to time, and all conflict of interest laws and prohibitions applicable to California non-profit corporations and/or California charter schools. All officers, employees, and members of the board of Encore Education Corporation shall comply with the requirements of each and all of those conflict of interest laws and regulations.

Attached as Appendix 5.2, please find a copy of Encore’s Conflict of Interest Code.

### **Brown Act Compliance**

Encore shall comply with the Ralph M. Brown Act as set forth in California Government Codes Section 54950 *et seq.* and any attendant regulations as they may be amended from time to time.

All meetings of the Encore Education Corporation Board of Directors shall comply with the Ralph M. Brown Act. Notices, agendas, and minutes of meetings will be recorded and retained in Encore’s files. These records will be accessible to the public and the District in accordance with the Brown Act.

Meetings of the Encore Education Corporation Board of Directors take place on the second Tuesday of each month unless otherwise designated. Meeting agendas are posted in Encore office windows and Encore marquees that allow for continuous public access. Meetings are also posted on the Encore website.

All other public meetings, including boosters, standing and ad hoc committees formed by the Encore Education Corporation Board of Directors shall be held in compliance with the requirements of the Brown Act, as applicable.

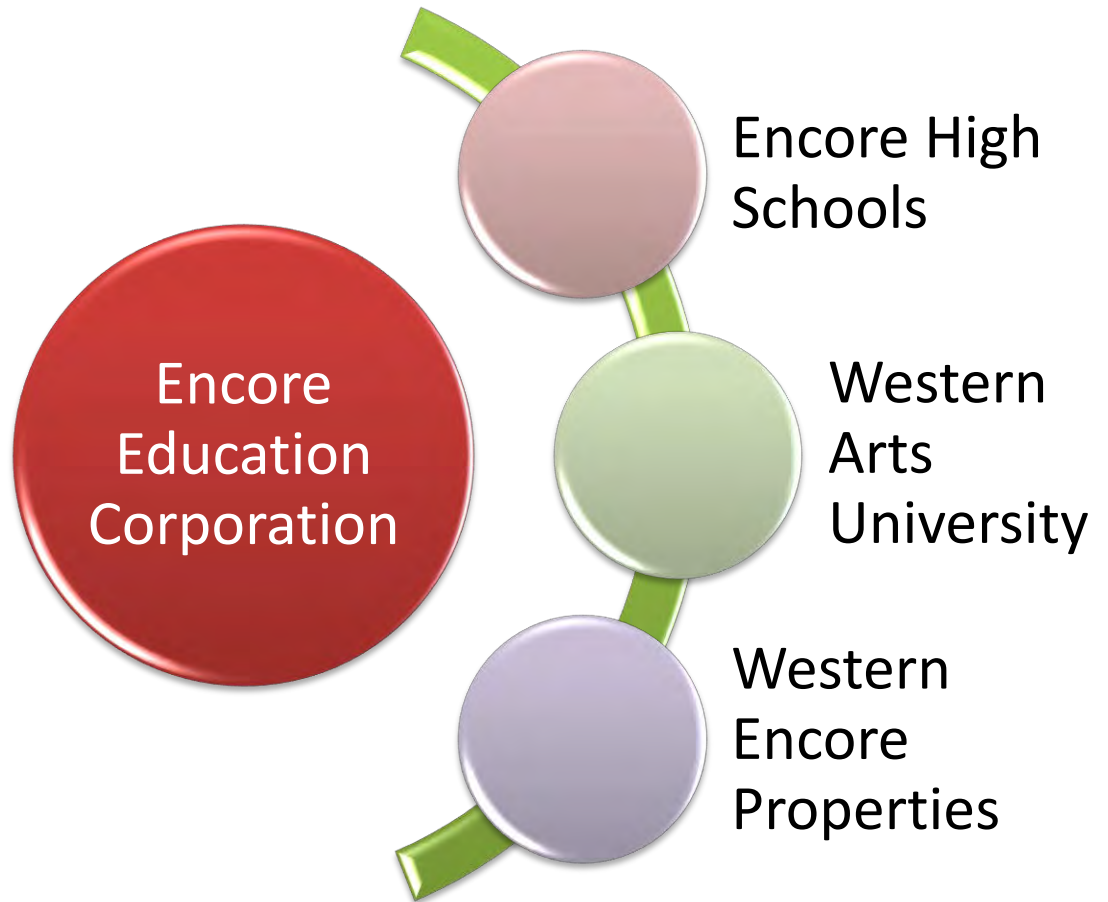


The Encore Education Corporation Board of Directors, administration (including but not limited to the Cabinet), and curriculum development team members undergo Brown Act training by a qualified individual on an annual basis.



**CORPORATION STRUCTURE**

**Encore Education Corporation  
Division Chart**



## Encore Education Corporation – Divisions at a Glance

A corporate division, also known as a business division, is a part of a company that may operate under the same name or as a separate corporate entity under another business name. Corporations often separate divisions along product or service lines. In the case of Encore Education Corporation, the company has been split into divisions that describe each facet of educational program that each division is focused on. The following synopsis describes each division within Encore Education Corporation.

**Encore Education Corporation** – Oversees and operates all three divisions. Encore Education Corporation is a nonprofit 501(c)(3) public benefit corporation. Encore Education Corporation has one Board of Directors that is made up of directors in accordance with the bylaws.

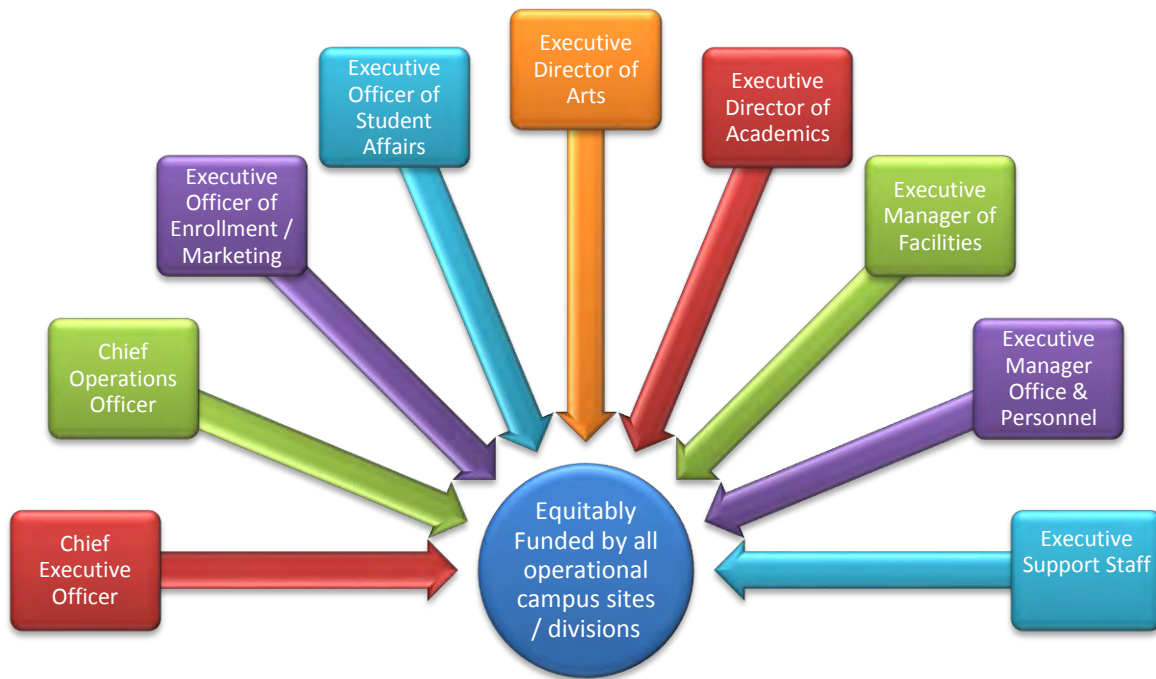
**Encore High Schools** – Public charter high schools serving grades 7 through 12 with an intense emphasis on arts education to help students get into a college or university. Encore High Schools are generally located in Title I areas to give opportunities to students that may fall in the poverty level. Within ten years, Encore Education Corporation would like to have 5 high schools, each with about 1,000 students. Each school would have one representative that serves on the Encore Education Corporation Board of Directors who is appointed by the Encore Education Corporation Board of Directors. A second representative seat is reserved for the authorizing charter district to appoint at their discretion in accordance with Education Code Section 47604(b). Each high school maintains its own state and federal funding.

**Western Arts University** – A private, nonprofit university with proposed opening of Fall 2015 (pending licensing) that combines business with performing and technical arts for students to be able to earn dual degrees in business and arts. Western Arts University will grant degrees Associates through Masters. WAU will have two representatives that serve on the Encore Education Corporation Board of Directors, appointed by the Encore Education Corporation Board of Directors.

**Western Encore Properties** – This division will hold any intellectual or real estate properties that are created or purchased for the purpose of operating the education institutions tied in with Encore Education Corporation. The properties division is overseen by the executives of Encore Education Corporation under the oversight of the Encore Education Corporation Board of Directors. Western Encore Properties will have one representative that serves on the Encore Education Corporation Board of Directors.



**Encore Education Corporation Executive Office by Funding**



Encore's Executive Office will be funded by all operational sites/divisions based on the executive salary schedule. The executive office expenses will be divided equally among operational campus sites/divisions.



## ENCORE EDUCATION STAFF MANAGEMENT LEVELS

### Chief Officers

(Executive Level)

- Chief Executive Officer
- Chief Operations Officer

### Executive Officers

(Executive Level)

- Executive Officer Enrollment/Marketing
- Executive Officer Student Affairs

### Executive Directors

(Executive Level)

- Executive Director of Arts
- Executive Director of Academics

### Executive Managers & Deans

(Executive & Site Level)

- Executive Manager of Facilities
- Dean of Students

### Assistant Deans & Supervisors

(Site Level)

- Assistant Dean of Students, Discipline
- Assistant Dean of Students, Activities (700 student minimum)
- Assistant Dean of Students, Arts (800 student minimum)
- Administrative Counselor

### Site Leads & Masters

(Site Level)

- Master Teacher Academics (FT in classroom)

### Faculty & Staff

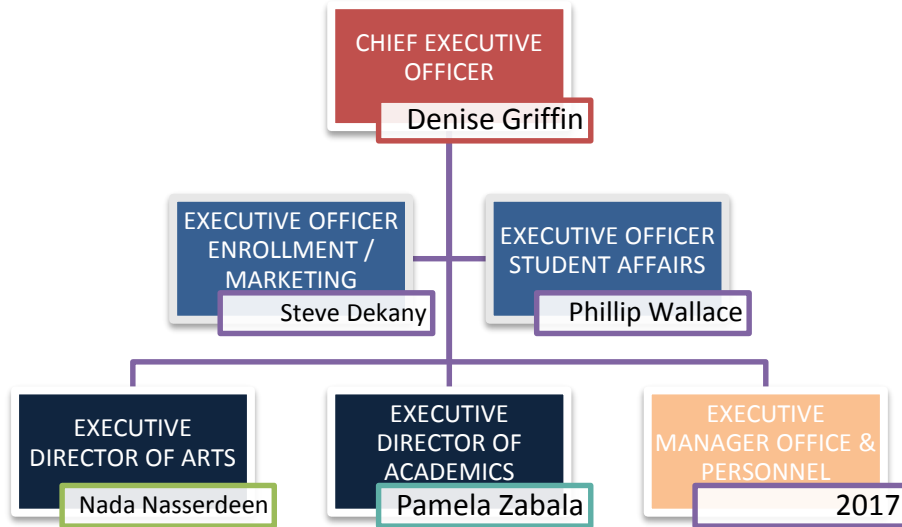
(Site Level)

- Academic Teachers
- Arts Instructors
- SPED, Rtl, EL, Tutors
- Office Staff, Maintenance, Proctors

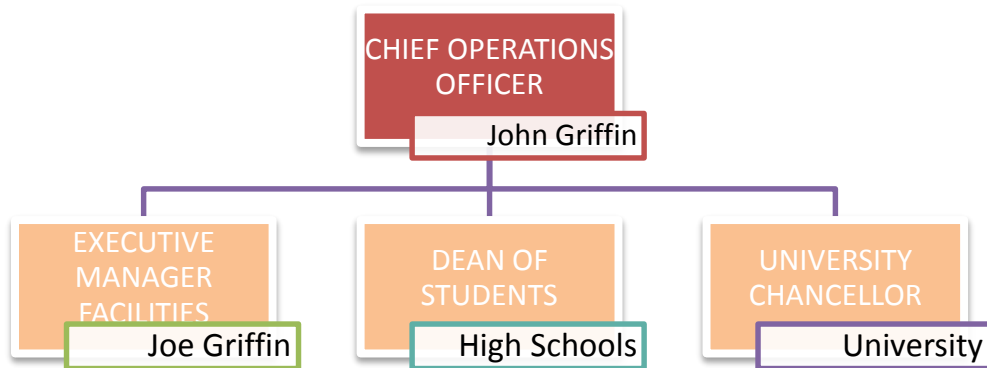


**EXECUTIVE OFFICE MANAGEMENT STRUCTURE**

*Policies, Research, Development, Implementation, Finance, and Programs*



*Site Operations, Facilities, Public Relations, Safety*





**CHIEF EXECUTIVE OFFICER -**  
Oversees policy, finance, research, development,  
and overall structure

**CHIEF OPERATIONS OFFICER -**  
Oversees facilities, public relations, safety, site  
management, and discipline

**EXECUTIVE OFFICER ENROLLMENT/MARKETING -**  
Oversees and implements all aspects of student  
enrollment and overall marketing of all divisions

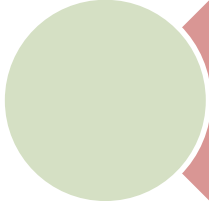
**EXECUTIVE OFFICER OF STUDENT AFFAIRS -**  
Oversees and implements all aspects of student  
support services including Special Education,  
English Learners, Response to Intervention,  
counseling, college prep, and tutoring programs

**EXECUTIVE DIRECTOR OF ACADEMICS -**  
Oversees and implements all curriculum  
development, teacher training, data analysis,  
benchmark testing, and all aspects of academics

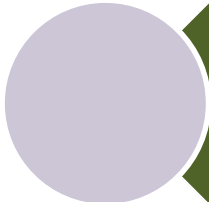
**EXECUTIVE DIRECTOR OF ARTS -**  
Oversees and implements all arts development,  
instructor education, conservatory analysis,  
productions, and everything arts education



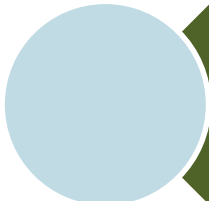
**EXECUTIVE MANAGER OF FACILITIES -**  
Oversees all operations that deal with safe operation and development of campus sites.



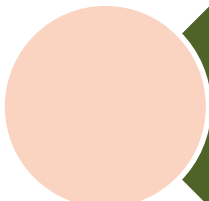
**DEAN OF STUDENTS -**  
Acts as the "face" for public relations on campus. Oversees general operations including immediate health, safety, and welfare concerns of the campus staff. Works with direct reports to implement policies and designs.



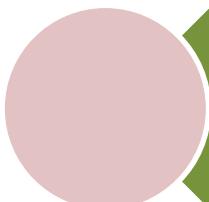
**ASSISTANT DEAN OF STUDENTS, DISCIPLINE -**  
Works directly with the Dean of Students to maintain order and safety on campus by following protocols to implement campus discipline.



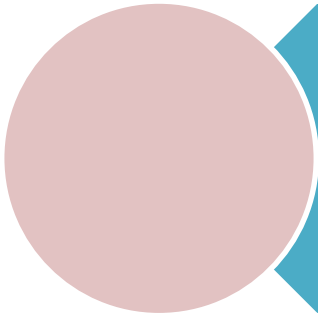
**ASSISTANT DEAN OF STUDENTS, ACTIVITIES -**  
Works directly with the Executive Officer of Enrollment / Marketing to insure various activities and teams commence on campus that help create a productive social environment including student government. (700 student minimum)



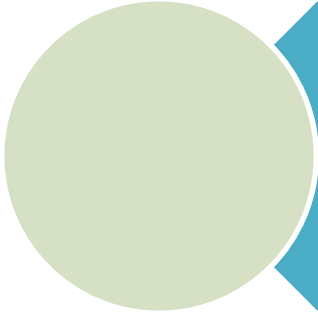
**ASSISTANT DEAN OF STUDENTS, ARTS -**  
Works directly with the Executive Director of Arts to help implement arts education policies and create the best production quality performances possible by the campus. They also act as the lead production Director on site. (800 student minimum)



**ADMINISTRATIVE COUNSELOR -**  
With an estimated caseload of about 400 students, the Administrative Counselor is responsible for the well being of the students in their charge including but not limited to basic counseling, college preparation, and academic insight to help develop successful alumni.



**CLASSIFIED LEAD -**  
Works directly with the Classified Supervisor to help run a safe, clean, and orderly campus through bus drivers and proctors. (15 + classified employees)



**MASTER TEACHER ACADEMICS -**  
Works directly with the Executive Director of Academics to help implement policies and regulations regarding excellence in curriculum and teacher development.



### **Encore Education Corporation Board of Directors**

As a 501(c)(3) nonprofit public benefit corporation, Encore Education Corporation has a single Board of Directors that governs all of Encore Education Corporation's divisions. The Board of Directors includes representation from all campus sites/divisions including the executive office. The Encore Education Corporation Board of Directors shall consist of no less than five (5) and no more than fifteen (15) directors, consisting of the following:

- Each high school campus of Encore High School will have one to two representatives that serve on the Board of Directors. One representative is a member of the oversight council at the site campus. They serve two year renewable terms. The other representative is reserved for the authorizing district in the event that they wish to appoint a member to the Board of Directors in accordance with Education Code Section 47604(b).
- The Western Arts University will have two representatives that serve on the Board of Directors. Representatives are appointed by the Board of Directors and serve two year renewable terms. Representatives should have a background in either business or education.
- The properties division will have one representative that serves on the Board of Directors. Representatives are appointed and serve two year renewable terms. Representatives should have a background in business, real or intellectual properties.
- The executive office will have the option to appoint two to three representatives (in order to maintain an odd number of members of the Board of Directors). The executive office appoints the representatives from their division and the representatives serve two year renewable terms. Representatives should have a background in business, real or intellectual properties, arts, or education.

The Encore Education Corporation Board of Directors, once appointed, will elect a president and a vice president annually. The CEO of Encore Education Corporation will work to create agendas for the Board of Directors.

### **Cabinet**

The entire executive team will act as Cabinet for the Encore Education Corporation Board of Directors. This Cabinet is responsible for setting the agendas for regular and special board meetings. Cabinet is also responsible for giving reports to the Encore Education Corporation Board of Directors and researching topics as requested by the Encore Education Corporation Board of Directors. The responsibilities of the Cabinet can be updated from time to time as required by the Encore Education Corporation Board of Directors. The mission of the Cabinet is to advise the Board of Directors on relevant actions of Encore Education Corporation. The members of the Cabinet are:

- CEO – will advise the Encore Education Corporation Board of Directors regarding finance, policies, and overall operations
- COO – will advise the Encore Education Corporation Board of Directors regarding public relations, student discipline, and facilities.
- Executive Officer of Student Affairs – will advise the Encore Education Corporation Board of Directors regarding student affairs including SPED, 504 plans, tutoring, counseling, college readiness, and course approvals
- Executive Officer of Enrollment / Marketing – will advise the Encore Education Corporation Board of Directors regarding student enrollment
- Executive Director of Academics – will advise the Encore Education Corporation Board of Directors regarding academic assessments and annual academic progress.

- Executive Director of Arts – will advise the Encore Education Corporation Board of Directors regarding arts courses, assessments, and annual arts progress.
- Staff Representative - will work with the staff to pinpoint concerns that arise with the staff. Will act as a liaison for employee disputes and will report directly to the Encore Education Corporation Board of Directors regarding employee relations. This Cabinet position will earn \$2,000 annual stipend for the extra hours incurred each year.

**Appointee Requirements for Encore Education Corporation Board of Directors:**

1. Must be at least 25 years of age by June 1, during the year of appointment.
2. Cannot be a terminated employee, dismissed student, or direct relation (spouse, parent, sibling) of a terminated employee or dismissed student of Encore.
3. Cannot be an interested party or a direct relation of an interested party (ie: spouse, relative)
4. If a former employee or contractor of Encore or Encore Education Corporation, must be in good standing and have not been an employee or contractor in the past five years.
5. Must be eligible to work in the state of California
6. Must pass a LIVESCAN background check
7. Must possess a high school diploma
8. Must not have any felony convictions

**Encore Education Corporation Board of Directors Appointment Process:**

1. Encore Education Corporation Board of Directors appointments will take place every two years or as needed. The appointment will take place during a regular session meeting and will be outlined on the appropriate agenda.
2. Parties in consideration for appointment will be recommended by the Encore Education Corporation Board of Directors cabinet.
3. After all candidates are reviewed, appointment will take place via open voting of the Encore Education Corporation Board of Directors during open session.

*Board Members duties:*

- a. Will attend a minimum of 80% of all regular and special Encore Education Corporation Board of Directors meetings.
- b. Will undergo board training once per term for the Encore Education Corporation Board of Directors.
- c. Will read, hear, and research topics that are placed for vote to the Encore Education Corporation Board of Directors.
- d. Will meet with administration monthly for campus updates regarding the school site/division related to the board member's appointment.
- e. Will relay information discussed to other board members during closed session when applicable. Will request open session agenda topics based on administration meetings when necessary.
- f. Will tour the campus/site related to the board member's appointment once per semester with site administration for updates.
- g. Will disclose all possible conflicts of interest immediately.
- h. Will diligently work to uphold the mission statement of Encore.
- i. Will not accept any type of gratuities as a result of being a part of the Encore Education Corporation Board of Directors.
- j. Will recuse themselves on all votes that are not completely objective.
- k. Will hold a single vote on Encore Education Corporation Board of Directors.
- l. Can not be an employee or contractor of Encore or a terminated employee or contractor.



- m. Will remind all Encore Education Corporation Board of Directors members of upcoming meetings.
- n. Will attend an event once per quarter as designated Encore Education Corporation Board of Directors member.

**Encore High School for the Arts – Riverside Oversight Council**

The Encore Education Corporation Board of Directors will appoint the Riverside Oversight Council, which shall consist of parent and community members that will meet regularly and in most cases monthly to review and advise about the use of public funds in regards to the Riverside location, assessment progress, and events that are happening at the Riverside location. Members of the Riverside Oversight Council will be recommended by staff and students, interviewed, and recommended for appointment to the Board of Directors. The Board of Directors will then make final, the appointments for the Riverside Oversight Council and councilmembers will serve two year terms. The Encore High School for the Arts – Riverside Oversight Council will have three to five members, one member acting as a representative on the Encore Education Corporation Board of Directors. The site Dean of Students will act as the Council chairperson, creating agendas for the meetings and running all site based meetings. Oversight Council meetings will be Brown Act compliant.





## **Parent Involvement**

In addition to serving on the Oversight Council and Board of Directors, parents will be encouraged to participate in a minimum of eight (8) hours each semester. Parents will be invited to sit on committees within specific areas of the campus to help organize and/or fundraise for each of these areas of the campus. No student will be excluded from Encore or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged number of parent/guardian volunteer hours.

All parents and parent committee group calendars are organized by the help of a paid employee. These committees work together with the Associated Student Body in different activities and events throughout the year.

## **Student Involvement**

An on-campus Associated Student Body (ASB) will be established at the school site to involve students in the planning of student fundraisers, special events / activities, and help build campus culture. There will be an ASB President, ASB Vice President, ASB Secretary, and ASB Treasurer. There will also be class presidents, vice presidents, secretaries, and treasurers. The ASB shall meet within a regular class period to plan events at Encore and works to keep the faculty updated on their plans. The ASB shall be guided by the Assistant Dean of Students for Activities. Student government positions are chosen via election, interview, and/or appointment. Government positions are reassigned every year.



## **Section 6 – Human Resources**

### **QUALIFICATIONS OF SCHOOL EMPLOYEES**

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

Encore shall comply with all applicable provisions of the Elementary and Secondary Education Act, including only employing highly qualified teachers for core subject courses, which includes a requirement that a teacher hold a Bachelor's degree, subject matter competency, and a basic teaching credential. Encore shall only assign teachers to subjects to which they are properly credentialed, including English Learner authorization.

Pursuant to –Education Code Section 47605(l), all teachers must hold the same certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at Encore and are subject to periodic inspection by the District. It is the intent of the Legislature that charter schools be given flexibility with regard to noncore, noncollege preparatory courses.

**Chief Executive Officers** – For all executive positions, successful candidate must represent either college education (Master's preferred) or life experience (Management work experience) equivalent to ten or more years in business management and/or education. This includes Chief Officers, Executive Officers, and Executive Directors. At least five years of charter school management or charter school business experience is desired. Prior to employment approval, a candidate's credentials are verified and a Department of Justice Livescan is completed.

**Administration** – For all administrative positions at Encore, successful candidates must represent either college credentialed experience or life experience equivalent to five or more years in business management and/or teaching. See Section 5, above, for specific employee qualifications for all administrative positions. Prior to employment approval, a candidate's credentials are verified and a Department of Justice Livescan is completed.

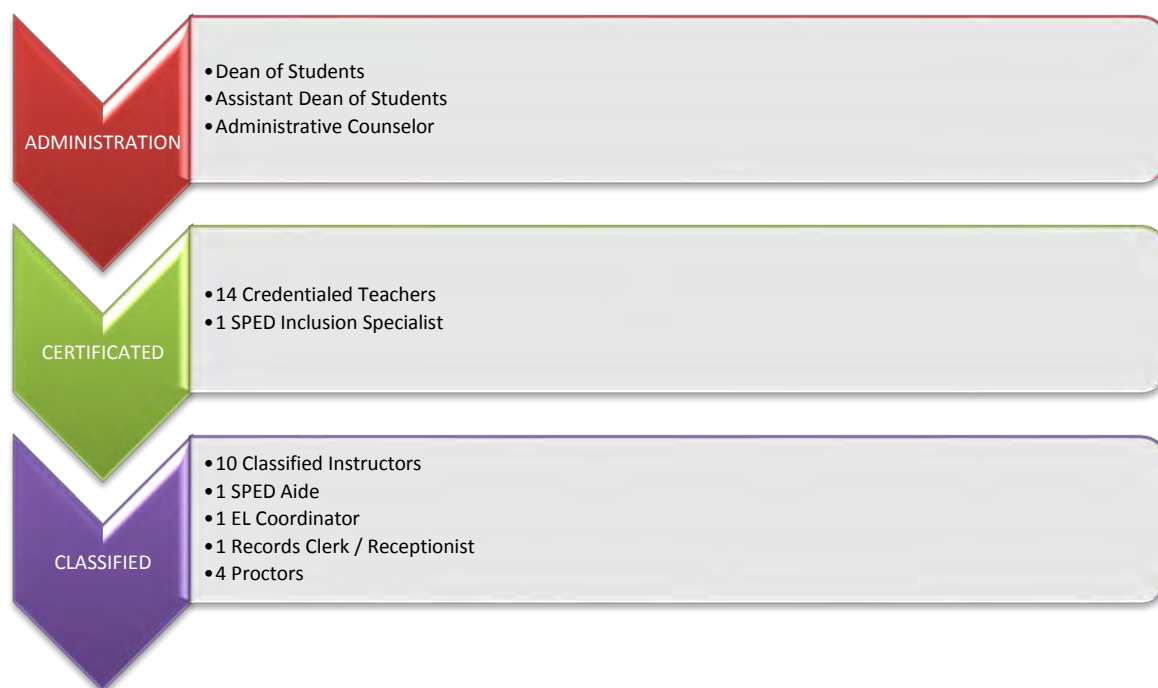
**Certificated Teachers** – Must be properly credentialed in their field plus have the necessary ESL certificate. They must also follow the definitions of a "highly qualified" teacher as outlined by the California Department of Education. Certificated teachers should have experience teaching or training for multiple levels of students from the low achievers to the high achievers. Every certificated teaching candidate will be required to submit a resume with a description of their teaching philosophy and letters of recommendation to make sure that their teaching philosophy is in line with Encore's overall mission. Prior to employment approval, a candidate teacher's credentials are verified and a Department of Justice Livescan is completed.

**Non-Core Classified Instructors** – For Arts teachers, if they are teaching an academic core class, they must be considered a "highly qualified" teacher as outlined by the California Department of Education. For non-core arts enrichment courses, non-core arts enrichment instructors must have qualifying life experience in their field and complete an Executive teaching certification course (Encore developed, equivalent to BTSA) within the first two years of employment at Encore. Instructors must audition within a class environment and will be evaluated by Executive Officials and students prior to employment.

Portfolios and/or audition pieces must be submitted at time of interview. Prior to employment approval, a candidate's credentials are verified and a Department of Justice Livescan is completed.

**School Staff** – Individual requirements will be outlined for specific jobs as the jobs become available. Prior to employment approval, a candidate's credentials are verified and a Department of Justice Livescan is completed.

## 2015 Riverside Site Staffing Forecast



All Encore employees must submit for a Department of Justice Livescan background check and a tuberculosis test.

All positions will be posted at [edjoin.org](http://edjoin.org). When necessary, Encore will use the newspaper or online sources to advertise positions. Applications will be open for a minimum of two weeks. All candidate employees will undergo a three tiered interview process. Final employment decisions will be made by the Executive Office. Each candidate will be chosen by their qualifications, experience, talent, and sharing the teaching philosophy / mission of Encore Education Corporation.

In order to find and retain highly qualified teachers, Encore will take part in online and in person teaching job fairs and post openings on college campuses, in newspapers, and on the web site. With a comparable pay scale and smaller class sizes, Encore will attract teachers that share the mission of Encore. It is our goal to create a positive work environment that our faculty will want to start and keep a career at.



**EMPLOYEE RETIREMENT BENEFITS AND COMPENSATION**

*Governing Law: The manner by which staff members of Encores will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).*

To provide the best employment experience possible and also to attract qualified candidates, certificated employees at Encore participate in the State Teachers’ Retirement System (STRS), and eligible, non-certificated employees will participate in the Public Employees’ Retirement System (PERS). All other employees will participate in the federal social security program.

The Chief Executive Officer shall be responsible for ensuring that appropriate arrangements for retirement coverage have been made for all employees, with the assistance of Encore’s in-house or outsourced business services provider.

All employees will be paid once per month. Wages will be commensurate with experience and budget limitations.

Encore shall provide reports evidencing that Encore is making required payments of payroll taxes and payments into STRS, PERS, and federal social security and Medicare/Medicaid programs on behalf of all Encore employees.





## **RETURN RIGHTS OF SCHOOL DISTRICT EMPLOYEES**

*Governing Law: A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).*

No public school district employee shall be required to work at Encore. Employees of the District who choose to leave the employment of the District to work at Encore will have no automatic rights of return to the District after employment by Encore unless specifically granted by the District through a leave of absence or other agreement. Encore employees shall have any right upon leaving the District to work in Encore that the District may specify, any rights of return to employment in a school district after employment in Encore that the District may specify, and any other rights upon leaving employment to work in Encore that the District determines to be reasonable and not in conflict with any law.

All employees of Encore will be considered the exclusive employees of Encore Education Corporation and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to Encore. Employment by Encore Education Corporation provides no rights of employment at any other entity, including any rights in the case of closure of Encore.

## **EMPLOYEE REPRESENTATION**

*Governing Law: A declaration whether or not Encore shall be deemed the exclusive public school employer of the employees of Encore for the purposes of the Educational Employment Relations Act. Education Code Section 47605(b)(5)(O)*

Encore shall be deemed the exclusive public school employer of the employees of Encore for the purposes of the Educational Employment Relations Act ("EERA"). Encore Education Corporation recognizes the employees' rights under the EERA provisions to organize for collective bargaining and shall comply with the EERA.

## **HEALTH AND SAFETY**

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

In order to provide safety for all students and staff, Encore will adopt and implement full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. The Encore health and safety policy will be annually updated and reviewed, in consultation with staff and the specified sub-committee. This policy will be distributed to all staff and parents. A full draft will be provided to the District for review at least 30 days prior to operation.

The following is a summary of the health and safety policies of Encore:

### **Procedures for Background Checks**

Employees and contractors of Encore will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Chief Operations Officer shall monitor compliance with this policy and report to the Encore Education Corporation Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Chief Operations Officer. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.



### **Role of Staff as Mandated Child Abuse Reporters**

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

### **Tuberculosis Testing**

Faculty and staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

### **Immunizations**

All enrolled students and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7<sup>th</sup> grade students must be immunized with a pertussis (whooping cough) vaccine booster.

### **Medication in School**

Encore will adhere to Education Code Section 49423 regarding administration of medication in school.

### **Vision, Hearing, and Scoliosis**

Students will be screened for vision, hearing and scoliosis. Encore will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by Encore.

### **Diabetes**

Encore will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7<sup>th</sup> grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

### **Emergency Preparedness**

Encore shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for Encore.

### **Blood borne Pathogens**

Encore shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

### **Drug-, Alcohol-, and Smoke-Free Environment**

Encore shall function as a drug-, alcohol-, and smoke-free workplace.

### **Comprehensive Discrimination and Harassment Policies and Procedures**

Encore is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. Encore shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at Encore (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Encore’s discrimination and harassment policies.

### **Facility Safety**

Encore shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Encore agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Encore shall conduct fire drills as required under Education Code Section 32001.

### **Emergency Response**

In the event of any campus emergency, the administration and faculty will execute emergency plans. The Dean of Students will be responsible for overseeing the execution of the emergency plans and communication between the School and emergency services. If the Dean of Students is unavailable, the next member of Key Administration will assume the role of execution. In the event of emergency where all parents need to be notified immediately, Encore will have an all call service on demand so all parents can be called right away. They will also use the all e-mail service. Parents with up to date information can be contacted within one hour of the emergency through both phone and e-mail support.

### **Lockdown Drills**

Lockdown drills will be held at least once a semester. All staff will be alerted via intercom and mass text communication when a lockdown is in progress. Staff will be required to cover windows, turn off lights, and lock doors to their personal work area. Staff will be required to text the all clear notice to command central. While command central clears areas, Administration will check areas for compliance. Once all areas are secure, the release phrase will be given end the drill. Students will not be allowed in or out of buildings, areas, or classrooms once a location is secure.

In the event of an emergency, Administration will call 911 and follow specific directions from the authorities.



### **Fire Drills**

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

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

### **Disaster Drills (i.e. Earthquake)**

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

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

In the event of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an all clear or an evacuation. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignment such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

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

### **Bomb Threats**

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



Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word "Safe school drill" will be given and evacuation procedures will be followed. The office personnel will coordinate information requests to and/or from law enforcement, the telephone company, and parents.

If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages, without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

### **Evacuation Plan**

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

Prior to evacuation, offices, bathrooms, and all other common areas, (Including outdoor facilities) will be searched by unassigned staff members designated by the Dean.

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

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

### **First Aid, CPR, and Health Screening**

Encore recognizes the importance of taking appropriate preventative remedial measure to minimize accidents or illness at school or during school-sponsored activities. To this end, Encore expects parents/guardians to provide emergency information and keep such information current in order to facilitate immediate contact with parents/guardians if an accident or illness occurs. Every classroom shall have a First Aid Kit containing appropriate supplies. First aid will be administered whenever necessary by trained staff members. When necessary, the appropriate emergency personnel will be called to assist. All staff are to be certified in adult and pediatric CPR and First Aid and be recertified prior to expiration of certificates. Opportunities for adult and pediatric CPR and First Aid training will be offered to all staff.

### **DISPUTE RESOLUTION**

*Governing Law: The procedures to be followed by Encore and the entity granting the charter to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).*

#### **Disputes Between Encore and District**





Encore Education Corporation recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. Encore is willing to consider changes to the process outlined below as suggested by the District.

Encore and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between Encore and the District, Encore staff, employees, and Board members and the District agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the District Superintendent and Chief Executive officer of Encore (CEO). In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Encore requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent (or his/her designee) and CEO (or his/her designee) shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and CEO, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and CEO, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and CEO, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and Encore. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and Encore.

### **Internal Disputes**

Encore shall have an internal dispute resolution process to be used for all internal disputes related to Encore's operations. Parents, students, board members, volunteers, and staff at Encore will be provided with a copy of Encore's policies and dispute resolution process. District will refer to Encore all disputes not related to a possible violation of the Charter or law or to the operation of Encore or District's oversight obligations. Encore shall provide District written notice of the resolution of any such internal disputes that were initially submitted to the District and referred by the District to Encore.

October 15, 2014



## Section 7 – Student Admissions, Attendance, and Suspension/ Expulsion Policies

**STUDENT ADMISSION POLICIES AND PROCEDURES**

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

Encore will admit all students who wish to attend and are residents of the State of California, subject to Encore’s capacity. Encore will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

Encore shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of disability, gender, gender expression, gender identity, nationality, race, ethnicity, religion, sexual orientation, perceived sexual orientation, home language, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code Section 422.55, or any other characteristic prohibited by law. No student residing within the boundaries of Riverside Unified School District shall be required to attend Encore, and alternative school choices are available at any high school within the Riverside Unified School District.

Encore shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, in all aspects of the Encore program.

Encore shall maintain the confidentiality of student information, including compliance with the Family Educational Rights and Privacy Act (“FERPA”) 20 USC Section 1232g.

Encore is planning a student population of 300 during the 2015/2016 school year. Plans to grow the population of Encore to accommodate 1,000 students within five years are pending student interest, charter approval, and facility capacities. Encore administration reserves the right to increase / decrease student population numbers within 10% of the overall capacity enrollment and student teacher ratios.

Estimated Student Enrollment for 2015

7th Grade	200 students
8th Grade	100 students
9th Grade	50 students
10th Grade	50 students
11th Grade	0 students
12th Grade	0 students
<b>TOTAL GOAL</b>	<b>400 students</b>

**Admission Requirements**

- Students must be a California resident, grades 7 through 12.
- Complete an application for admission

- Parents/Guardians and students must sign a contract agreeing to abide by School Code of Conduct including but not limited to dress code, media, attendance, and behavior.
- Guardians must complete an enrollment packet and turn the completed packet to the records office.
- Students must complete an arts audition and academic assessment test.
- Students must choose an arts conservatory as a concentrated area of study.
- Students and parents/guardians must attend an on-campus orientation and tour prior to admission to school.

**Getting on the list** - A parent or guardian can fill out the enrollment packet only after attending a school tour. This packet must be completed in its entirety and turned in to the enrollment office. Encore will not be responsible for students whose contact information is not accurate. If the number of admission applications exceeds the enrollment capacity by the enrollment deadline, Encore will hold a public random lottery to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public random lottery shall be given to the following students in the following order:

1. Families who have attained Founding Family status prior to Encore's opening
2. Siblings of students already attending Encore High School - Riverside, children of Encore High School - Riverside educators, administration, and staff
3. Students with an arts conservatory audition classification of intermediate or above (priority not to exceed 50% of the accepted students off of waitlist)
4. Students on the prior year's waitlist
5. Students residing in the RUSD district boundaries for Pachapa Elementary (for the purposes of eligibility for SB 740)
6. Residents of the Riverside Unified School District
7. Other California residents

Encore and the District mutually agree that the preferences in the public random drawing as listed above are consistent with Education Code Section 47605(d)(2) and applicable federal law and non-regulatory guidance; however, should the preferences require modification in order to meet requirements of the Public Charter School Grant Program (PCSGP), such modifications may be made at Encore's discretion.

Encore believes that active parental involvement in student learning, along with the efforts of teachers and staff, is a necessity to achieve its mission. Therefore, Encore will recognize the efforts of families who are committed to the mission and vision of Encore High School - Riverside in its planning and implementation phase by awarding Founding Family status to those families who volunteered at least 100 hours of time to helping Encore receive its charter and open the doors. No more than 10 percent of the students in each entering class will receive priority admission for the Founding Family status. The Encore Education Corporation Board of Directors will have the option to continue this program after Encore is open to recognize the volunteer efforts of those families who plan to attend Encore in the future.

Any applications not accepted through this lottery process will be used to develop a wait list pool of applicants on an ongoing basis and will be added to the wait list pool. The waitlist pool will be updated annually in the second semester. A waiting list of applicants at each grade level and arts conservatories level shall be maintained to fill vacancies that occur during the school year. Applicants who were



waitlisted in the previous year will be given preference within their waitlist priority group in a subsequent year's lottery.

**School Transcripts** – Once accepted, a student must supply the final transcripts from the last school attended before enrollment into Encore. Fax and/or certified copies of transcripts are acceptable for out of state transcripts for initial enrollment, but must be replaced with actual transcripts within 90 days of enrollment.

**Mid Term Acceptance** – If a student is accepted for enrollment mid term, they will have a maximum of two days to respond and enroll into Encore. If they do not enroll within two business days, their spot will go to the next available candidate.

**Conservatory Arts Audition** – As part of the admission process, every student is required to take part in an arts audition. This audition **DOES NOT** exclude any person from admission into Encore, however students placing at an intermediate level or above will receive enrollment priority up to 50% of the students accepted. It is a placement test for the level at which they should be placed in our Arts Conservatories.

### **Calendar of Auditions**

Conservatory auditions will be held beginning in October prior to the year of enrollment. All prospective new students have to audition before they are accepted for enrollment. NO EXCEPTIONS. This audition must be live. (Special arrangements may be made for students that are enrolling from over 500 miles away.) The schedule will be made according to student interest list. Students on the interest list for enrollment the following year will be notified of upcoming auditions via e-mail, phone, or mail. Students entering mid-term are still required to audition.

Specific audition requirements will be posted on Encore web site. This is a school of the Arts and will have intensive Arts training for all students enrolled on campus. Students will be expected to fully participate in the arts programs that they are enrolled in. Students will be placed according to their mandatory audition in the level ranging from beginner to expert.

### **Parent Involvement**

Parents or guardians of enrolled students will be strongly recommended to complete parent involvement hours each semester. This is not a condition of enrollment. Involvement hours will include on-campus and off-campus duties for parents unable to help during school hours. Parents will be offered multiple ways to be involved at Encore. Some involvement activities may include working the box office, chaperoning a school dance, field trips, general school maintenance, attending classes or events, attending events and conferences, or compiling forms at home.

### **ACADEMIC PROBATION**

If a student falls below the 2.0 GPA minimum academic requirement at Encore after they have been accepted to Encore, they will be placed on an Academic Probation Contract where they will have 60 days to raise their academic grades. During this Contract, they will have to submit weekly progress reports to their school counselor. If after 60 days, the grades have not been improved, the student will be required to enroll with an RTI Coach (Response to Intervention), and a Study Skills Class. They will also be required to attend after school tutoring at least one day per week and will be given an action plan on how to plan the week in study hall. If a student is not making an attempt (i.e. attendance and assignment completion) to raise their grades to at least a 2.5 GPA, they will be considered for removal from Encore in accordance with Encore's discipline policies.



## **PERFORMANCE PROBATION**

If a student is failing any arts class, they will not be allowed to participate in term art shows or performances. Any student receiving a “D” or “F” in an arts class will be placed on a Performance Probation Contract, where an action plan will be developed and put into place. They will have 60 days to raise their Arts grades. During this Contract, they will have to submit weekly progress reports to the Director of Arts. If after 60 days, the grades have not been improved, the student and parent will meet with the teacher and Director of Arts to discuss the reason for the continued failing grade. After a meeting with the student and their parent, a decision of further action up to dismissal from the School will be made by the administration.

## **NON-DISCRIMINATION / RACIAL ETHNIC BALANCE**

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

Encore is nonsectarian in its programs, admission policies, employment practices, and all other operations. We do not discriminate against any student based on ethnicity, national origin, gender, gender expression, gender identity, religion, disability, or upon any of the characteristics listed in Education Code Section 220.

Encore is committed to making diligent efforts to recruit students from various racial and ethnic groups so as to achieve a balance that is reflective of the general population residing within the territorial jurisdiction of the District. The recruitment program will include, but not necessarily limited to:

- Development of promotional material, such as brochures, flyers, advertisements, a school website, and media press kits in English as well as in Spanish.
- Visits to current public and private middle and elementary schools, community centers, and park and recreation facilities to publicize Encore.
- Dissemination of promotional material to local businesses, supermarkets, churches, libraries, and community service organizations that serve the various racial and ethnic communities represented within RUSD.
- Maintain a media presence by inviting local television, radio, and print media to visit Encore and explain the instructional program.
- Organize open house and school tour visits on a regular basis to offer opportunities for prospective students and families to learn more about the curriculum.
- Open public meetings and announcements of auditions will be made available to all residents of the Inland Empire.

In order to implement our recruitment program, Encore will reserve 10% of its total recruitment marketing budget for the efforts described above.

For every student enrolled prior to school opening, parents will be sent weekly Direct E-Mail Campaigns that encourage them to share the information regarding Encore to their family, neighbors, and friends through e-mail. Parents without an e-mail address will be placed on an all call message system where



their homes will be called with updated information beginning in April 2014. Encore will also develop an online social media presence.

### **PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).*

No student may be required to attend Encore. Students who reside within the District who choose not to attend Encore may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district transfer policies. Students attending Encore have no right to admission to a particular school of any local education agency as a consequence of enrollment in Encore, except to the extent that such a right is extended by the local education agency. Upon enrollment, parents will be given written notice of these public school alternatives within the parent / student handbook.

### **NOTICE AND HEARING PROCESS FOR ANY TYPE OF STUDENT DISMISSAL**

Students that are facing dismissal for disciplinary, attendance, or academic reasons have due process that gives parents of the students and the students the opportunity to receive notice and be heard prior to implementation and to appeal disciplinary actions.

#### **DUE PROCESS –**

1. When a student has an incident or complaint made against them, a member of administration will conduct an investigation. Administration will collect evidence including: incident reports from witnesses and interview the student that the incident or complaint was made against.
2. If the administration has deemed that the offense requires a dismissal or expulsion, the parent of the student will be contacted by the administrator that has conducted the investigation. When necessary, the student will be placed on suspension until a formal hearing can be scheduled with the discipline committee. The student's parent or guardian will be given at least ten calendar days prior to the date of the hearing, unless this grace period is waived by the parent.
3. The discipline committee will be comprised of three members of the teacher / instructor staff that does not currently have the student enrolled in a class and that was not a part of the disciplinary investigation.
4. The student and his/her parent/guardian will be invited to the hearing and to present evidence to the discipline committee in a closed hearing. At this meeting, the Administrator that conducted the investigation will explain to the discipline committee what the offense was and the circumstances surrounding the offense.
5. The student and his/her parent/guardian are given opportunity to explain to the discipline committee the circumstances surrounding the offense and any additional information during the confidential meeting.
6. The discipline committee can ask questions of all parties in attendance at the confidential meeting to help come to a decision with regard to action taken in regard to dismissal or expulsion.
7. After completion of the meeting, the discipline committee will meet in a private meeting to make a decision regarding the dismissal or expulsion. Once the decision has been made, a member of the discipline committee will contact the parent or guardian regarding the outcome of the meeting.
8. If the parent, guardian, or student is dissatisfied with the outcome of the discipline committee meeting, the parent, guardian, or student may make an appeal to the Encore Education Corporation Board of Directors. The Board of Directors will hear the appeal in closed session.
9. Once the appeal is heard, the Board of Directors will meet in closed session to discuss the appeal and render a decision. The decision will be provided to the family in writing.



## **SUSPENSION/EXPULSION PROCEDURES**

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at Encore. In creating this policy, Encore has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* Encore is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as Encore's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Encore administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Assistant Dean of Student's office.

## **EXPULSION**

Students recommended for expulsion are entitled to a hearing to determine whether they should be expelled. The hearing will be held within thirty (30) days after Administration determines that an act warranting expulsion has occurred. If all parties agree to the expulsion, the hearing can be waived.

Written notice of the hearing will be sent to the student's parent or guardian at least ten (10) calendar days prior to the date of the hearing unless the grace period is waived by the parent. The notice shall include:

- date and place of hearing
- statement specifying the facts, charges and offenses upon which the proposed expulsion is based.
- copy of the School's disciplinary rules as it relates to the alleged violation.
- statement that the student and/or student's parent or guardian may appear in person at the hearing.

Should the student be expelled, written notice of expulsion will be sent by Administration to the student's parent or guardian including the following:

- specific offense committed by the student that was interpreted to be within the Reasons for Suspension or Expulsion.
- notice of the student and/or parent or guardian's obligation to inform any new school district in which the student seeks to enroll about their status with Encore.
- Encore will notify the school where transcripts are requested of the expulsion from EHS.

In the event of an expulsion, Encore will work cooperatively with the district of residence, county and or private school to assist with the appropriate educational placement of the student who has been expelled. Any incident of violent and/or serious student misconduct will be communicated to the district/school to which the student matriculates.



EHS is a safe school. All dangerous behavior will be investigated and may result in immediate suspension and/or expulsion. All criminal behavior will be immediately reported to local law authorities.

## **SUSPENSION**

### **Due Process.**

#### **- Behavioral Intervention**

If a student violates School policies enumerated in the School handbook that are not specified in the Education Code as grounds for suspension or expulsion, a conference will be held between administrative staff, the student and the parents/guardians. The student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. A behavior contract will then be designed and signed by all parties present in which the student pledges to complete specified tasks or uphold specified codes of behavior within a given time frame. If this behavior contract is broken by the student, another conference will be scheduled from which dismissal or suspension is a possible outcome.

#### **- Informal Conference**

Suspension shall be preceded by an informal conference conducted by the administrative staff, with the student and his/her parent/guardian. The pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. The conference may be omitted if the administrative staff determines that an emergency situation exists. An "Emergency situation" involves a clear and present danger to the lives, safety or health of students or School personnel. If the student is suspended without conference, the parent/guardian shall be notified of the suspension and a conference will be requested as soon as possible.

#### **- Notice to Parents/Guardians**

At the time of suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person to be followed up with a written notification. This notice will state the specific offense committed by the student. In addition, the notice may also state the date and time the student may return to school. If the School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may note that the parents/guardians are required to respond to this request within three business days following suspension and that violation of School rules can result in expulsion from School.

#### **-Length of Suspension**

The length of suspension for students may not exceed a period of 5 consecutive days without first scheduling a second conference between administrators and parents/guardians to discuss the progress of the suspension upon the completion of the 5<sup>th</sup> day of suspension. All arrangements will be made to provide the student with supplied curriculum packets to be completed at home during the length of suspension. ANY STUDENT SUSPENDED FOR ANY REASON WILL BE SUSPENDED FROM ALL PERFORMANCE AND/OR ART SHOWS FOR THE PERIOD OF 30 DAYS FOLLOWING THEIR SUSPENSION.

Incidents a pupil maybe suspended or expelled for are:

1. Caused, attempted to cause or threatened to cause physical injury to another person
2. Willfully used force or violence upon a person of another, except in self defense
3. Possessed, sold, or otherwise furnished any firearm, knife, explosive or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the object from the Dean of students
4. Unlawfully possessed, used, sold or otherwise furnished or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind

5. Unlawfully offered, arranged or negotiated to sell any controlled substance
6. Committed or attempted to commit robbery or extortion
7. Caused, attempted to cause damage to school or private property
8. Stolen or attempted to steal school or private property
9. Possessed or used tobacco, or any products containing nicotine products including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, e-cigarettes, electronic hookah, and betel.
10. Committed an obscene act or engaged in habitual profanity or vulgarity.
11. Had unlawful possession of, or willfully offered, arranged or negotiated to sell any drug paraphernalia.
12. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials or other school personnel engaged in the performance of their duties.
13. Knowingly received stolen school or private property.
14. Possessed an imitation firearm, i.e. a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
15. Committed or attempted to commit a sexual assault.
16. Committed a sexual battery.
17. Harassed, threatened or intimidated a student who is a complaining witness or witnesses in a school disciplinary proceeding for the purpose or either preventing that student from being a witness or retaliating against that student for being a witness, or both.
18. Unlawfully offered, arranged to sell, negotiated to sell prescription drugs.
19. Engaged in, or attempted to engage in, hazing.
20. Aids or abets the infliction or attempted infliction of physical injury to another person.
21. Caused, threatened to cause or participated in an act of hate violence.
22. Made terrorist threats against school officials or school property, or both.
23. Sale of any goods for private or fundraising purposes without express written consent from the school administration.
24. Engaged in, or attempted to engage in bullying or cyberbullying.

In the event that any of these infractions lead a student to suspension or expulsion, the administration of Encore High School will notify the parents immediately of the infraction and will arrange a parent student conference with administration to discuss the infraction and consequences of the act.

If a student receives more than a total of fifteen suspension days within a single school year, they will be dismissed from EHS for behavioral issues.

EHS will collect and produce data regarding the suspension and expulsion of special education students as required by the Modified Consent Decree. EHS will adhere to all provisions of the Individuals with Disabilities Education Act (IDEA) and its amendments.

The decision to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the EHS administration to determine whether the student has successfully completed the rehabilitation plan designated by the school / district that expelled the pupil and to determine whether the student poses a threat to others or will be disruptive to the school environment. The student's readmission is also contingent upon the capacity of EHS at the time the student seeks readmission or admission. All previously expelled students will be required to complete all admissions requirements including but not limited to a new audition and portfolio.

#### **RIGHT OF APPEAL FOR SUSPENSIONS AND EXPULSIONS**

Parents and students will have the right to appeal a decision for suspension or expulsion by administration. If a student or parent wishes to appeal the decision to suspend or expel, they must submit



a formal letter of appeal to the Encore Education Corporation Board of Directors within seven business days of the Administration's formal decision.

Upon receipt of the appeal, the Encore Education Corporation Board of Directors will have ten business days to review the case and give their recommendations regarding the specific suspension or expulsion. The Encore Education Corporation will arrange for an appeal hearing during closed session at the next regularly scheduled board meeting. Encore Administration will be required to uphold the final recommendations by the Encore Education Corporation Board of Directors.

The Suspension and Expulsion policy will be reviewed annually and when necessary, modified.

### **No Right to Appeal**

The pupil shall have no right of appeal from expulsion from Encore as Encore Education Corporation Board of Directors's decision to expel shall be final.

### **Expelled Pupils/Alternative Education**

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. Encore shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

### **Rehabilitation Plans**

Students who are expelled from Encore shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to Encore for readmission.

### **Readmission**

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Dean of Students or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Dean of Students or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon Encore's capacity at the time the student seeks readmission.

### **Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

#### **1. Notification of SELPA**

Encore shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who Encore or SELPA would be deemed to have knowledge that the student had a disability.

#### **2. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education

curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Encore, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If Encore, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Encore, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that Encore had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Encore agree to a change of placement as part of the modification of the behavioral intervention plan.

If Encore, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then Encore may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### 4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or Encore believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited



administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Encore, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and Encore agree otherwise.

#### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Dean of Students or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated Encore's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Encore had knowledge that the student was disabled before the behavior occurred.

Encore shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.



- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If Encore knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If Encore had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Encore shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by Encore pending the results of the evaluation.

Encore shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.



## **SECTION 8 – Financial Planning, Reporting, and Accountability**

### **BUDGET DOCUMENTS**

*Governing Law:* The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Education Code Section 47605(g).

Encore will be relying on State and Federal funding sources to support the basic program, instruction and curriculum. Federal, Private, and State Grants will be used to enhance learning opportunities and provide extra activities and events.

***A Complete Budget can be found in the Appendices, including Assumptions, Startup, Three Year Cash Flow, and Three Year Operational Budget in section 8.1.***

### **SEGREGATION OF DUTIES**

All proposed expenditures must be approved by the CEO who will review the proposed expenditure to determine whether it is consistent with the adopted budget and sign the check request form. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by Encore site bookkeeper at the school site. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.

### **ON SITE BANKING ARRANGEMENTS**

Encore Education Corporation will maintain an account with an established bank or credit union. The Executive bookkeeper (maintained currently through Delta Managed Solutions LLC) will reconcile Encore's ledger(s) with its accounts in the bank or credit union on a monthly basis and prepare (1) a balance sheet, (2) comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. This information will be made public in Encore Education Corporation Board of Directors meetings.

The Executive Office will regularly review these statements. Encore will deposit all funds received as soon as practical upon receipt.

A petty cash fund not to exceed \$1,000 will be established with an appropriate ledger to be reconciled monthly by Encore's bookkeeper, who shall not be authorized to spend petty cash.

Additional fiscal responsibilities will be handled by an outsourced Administrative Services Company, currently Delta Managed Solutions, LLC. All references herein to "Delta Managed Solutions, LLC" or "DMS" refer to Delta Managed Solutions, LLC, or a replacement qualified provider. The District shall at all times be provided with a current copy of any contract between Encore and any outside business services provider. Fees of the outside service provider shall not be on a contingency or percentage basis, or other basis whereby the service provider could make service decisions affecting their service fees at the expense of Encore and its students.



## **FINANCIAL REPORTING**

In order to maintain proper bookkeeping, the Encore records clerk will be responsible for keeping day to day monetary income and expenditures for the office. All bookkeeping will be checked and approved by the Executive Office, then sent to an outside contracted payroll and bookkeeping service that will make records appropriate for tax and audits (currently Delta Managed Solutions, LLC.) A copy of these records will be kept on hand in the administrative office, and in an offsite secure location. Deposits will be made as needed to the correct financial institution.

Encore will adhere to the District's reporting requirements.

1. Encore will provide the following reports as required by Education Code Section 47604.33:
  - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(g) will satisfy this requirement.
  - b. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
  - c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of Encore's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
  - d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
  - e. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all Encore's receipts and expenditures for the preceding fiscal year.

The District shall use any financial information it obtains from Encore, including, but not limited to the reports required by this section, to assess the fiscal condition of Encore pursuant to subdivision (d) of Section 47604.32.

2. Encore will provide the following data and reports as required by the District:
  - a. If placed on the "Financial Watch List", monthly statements of accounts;
  - b. Test results for all state mandated assessments, which are:
    - i. CAASPP (California Assessment of Student Performance and Progress)
    - ii. CELDT (California English Language Development Test)
    - iii. SABE/2 (Spanish Assessment of Basic Education)
  - c. CBEDS (California Basic Educational Data System)
  - d. ADA (Average Daily Attendance) reports J18/19
  - e. SARC (School Accountability Report Card – charter schools may use their own formats).
  - f. By July 1 annually, an annual update (LCAP) required pursuant to Education Code Section 47606.5
  - g.

## **PURCHASING PROCEDURES**

All purchases over \$10,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Executive Office shall not approve purchase orders or warrant requests lacking such documentation. Documentation shall be attached to all warrant and purchase order requests showing that at least (3) vendors were contacted and such documentation shall be maintained for (3) years.

## **PROPERTY INVENTORY**



The Executive Office will work with contracted administrative services provided (currently Delta Managed Solutions, LLC) to establish and maintain an inventory of all non-consumable goods and equipment over \$500. This inventory shall include the original purchase price and date, a brief description, serial numbers and other information on an annual basis and lists of any missing property shall be presented to the Encore Education Corporation Board of Directors.

### **ADMINISTRATIVE SERVICES**

*Governing Law: The manner in which administrative services of the school are to be provided. Education Code Section 47605(g).*

Many core operations in the Encore Executive Office are outsourced to an appropriate firm with a solid background in charter school business services. Currently, these services are provided by Delta Managed Solutions, LLC. Delta Managed Solutions, LLC deals with over 40 charter schools within the state of California and keeps current with the ever changing charter laws. By outsourcing the following operations, Encore Education Corporation is able to focus on student success. The contract service provider covers the following administrative services:

#### ***FISCAL SERVICES -***

1. ACCOUNTING – all accounting and bookkeeping functions using AptaFund (SACS-compliant with additional customized teacher element), with monthly reporting to Board of year to date budget vs. actual, trends, and projections.
2. BUDGETING – oversight and advisory role during the initial and ongoing budgeting process, assisting staff and Board with recommendations where requested.
3. ACCOUNTS PAYABLE/RECEIVABLE – timely processing of all invoices, maintenance of solid vendor relationships, establishment of credit as an independent school, coordinate with District, County and CDE staff to ensure timely and accurate apportionment transfers.

#### ***HUMAN RESOURCES -***

1. PAYROLL – all payroll functions handled in house, including distributing checks and/or direct deposit, tracking and paying all payroll tax deductions, and STRS/PERS reporting/integration.
2. BENEFITS – researching and recommending benefit plan alternatives (matching or exceeding existing plan benefits), assisting all employees in subscribing for benefits.
3. GENERAL HR – coordinating initial hiring paperwork, DOJ clearances, contracts, general oversight of all HR matters.

#### ***PURCHASING/PROCUREMENT -***

1. PURCHASING – coordinating purchasing of all materials using AptaFund – teachers will be able to see teacher-specific budgets in real-time and can order materials online – SACS coding handled by the contracted administrative services provider (currently Delta Managed Solutions, LLC) (including teacher-specific coding).
2. FIXED ASSET INVENTORY MANAGEMENT – compile and maintain complete fixed asset list.

## **STUDENT INFORMATION OVERSIGHT -**

1. ADA REPORTING – including all required 20-day, P-1, P-2, and Annual Reports.
2. DATA TRACKING ASSISTANCE – ARRA, Cash Management, EL, etc.

## **INSURANCE**

Encore Education Corporation shall acquire and finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the District and Encore's insurer. The District Board of Education shall be named as an additional insured on all policies of Encore. Prior to opening, Encore will provide evidence of the above insurance coverage to the District.

## **POLICES, CONTROLS, GUIDELINES**

Encore will develop, implement, and ensure compliance with health, safety, and risk management guidelines in consultation with its insurance carriers and risk management experts.

Encore shall develop and maintain other fiscal control policies as recommended by independent certified public accountant retained by Encore to advise it on fiscal control policy matters.

Encore High School of the Arts and Encore Education Corporation shall enter into and maintain in full force and effect a Memorandum of Understanding ("MOU") MOU with the District to legally establish the specifics of the mutual relationship, as necessary and/or required by the District. Such MOU, as it may be amended from time to time, is incorporated into the Charter and made a part hereof as if set forth in full in the Charter.

Encore will act as its own fiscal agent to the fullest extent of the law.

## **AUDITS**

*Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(I).*

Each year Encore education Corporation shall contract for and oversee the preparation and completion of an annual independent audit of Encore's financial affairs. The audit will be conducted in accordance with generally accepted accounting principles and will conform with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget circulars. Encore's administration will review any audit exceptions or deficiencies and report to the Board of Directors with recommendations on how to resolve them. Encore shall submit the audit to the District on or before December 15, and report in writing to the District the manner in which Encore intends to address any exceptions or deficiencies noted in the audit to the satisfaction of the District. Exceptions and deficiencies so noted shall be addressed within 60 days or within such shorter time as specified in the audit.

These financial audits shall be conducted by an independent auditor included on the State Controller's approved list of independent education auditors. The auditor will verify the accuracy of Encore's financial statements, accounting practices, revenue-related data collection and reporting practices and will review



Encore's internal controls. The audit will include a review of ADA as reported by Encore. Moreover, the audits will assure that Encore's money is being handled responsibly and that its financial statements conform to generally accepted accounting principles. Audit exceptions and deficiencies shall be resolved in conference with the auditor to the satisfaction of the auditing agency and the District. Encore agrees to resolve outstanding issues from the audit prior to the completion of the auditor's final report. The audit will be completed and submitted to the District, the County Superintendent of Schools, the California Department of Education, and the State Controller by December 15th each year. Encore shall provide interim financial data required by the District to fulfill its obligation to the county and state.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent financial audit of Encore Education Corporation is a public record to be provided to the public upon request.

### **DISTRICT OVERSIGHT**

Petitioner understands that current law mandates that the District provide oversight and performance monitoring services, including monitoring School and student performance data, financial statements and audit reports, enrollment verification, performing annual site visits, engaging in the Dispute Resolution Process, and considering charter amendment and renewal requests. Encore shall at all times work cooperatively and support the District in its oversight role over Encore, providing all information and documentation necessary for the District efficiently to carry out its oversight function. The District may charge for the actual cost of supervisory oversight of Encore, up to any maximum permitted by law (currently described and limited in Education Code Section 47613). Encore and the District agree that the District's actual oversight costs will meet or exceed the maximum fee permitted by law and that the District does not have to submit invoices or other proof of its oversight costs.

### **FACILITIES**

*Governing Law: The facilities to be utilized by the school. The description of the facilities to be used by Encore shall specify where the school intends to locate. Education Code Section 47605(g).*

Encore Education Corporation will lease a property within the Riverside Unified School District boundaries that will house the operation of Encore. Currently, three separate locations are proposed for Encore's operation. All facilities occupied by Encore shall comply with all applicable federal, state and local laws and regulations applicable to California charter school facilities, including but not limited to accessibility and safety requirements.

At opening, Encore requires a minimum of ten (10) classrooms (each 600 square feet or greater) and three (3) restrooms to effectively provide its program. These minimums are subject to change pursuant to updated laws, regulations, local code, or school requirements. Encore shall provide the District with a copy of any executed lease or other facility agreement prior to locating Encore High School - Riverside - Riverside in a facility.

Encore Education Corporation has been working closely with the City of Riverside and their planning division to find suitable facilities for the Encore High School for the Arts – Riverside. Current talks utilizing the historic Walling building on the pedestrian Mall on Main Street in downtown Riverside have looked at this five story building as a possible location for all academic classrooms. Additional space within walking distance, including talks about the historic Fire Station No.1 on Mission Inn Boulevard for conservatory class space have also been researched. Pending the approval of Encore's petition for operation in Riverside, lease negotiations will be finalized and/or other adequate facilities will be secured.

### **TRANSPORTATION**

Encore will not provide transportation to and from school, except as required by law for students with disabilities in accordance with a student's IEP. Encore reserves the right to elect to start a bus service for a fee to the students if the need arises.

### **SITE SAFETY and COMPLIANCE**

Encore shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Certificate of Occupancy and other pertinent records will be kept on file by Encore. In the event Encore is cited by any agency, e.g. Cal OSHA or the Fire marshal, for failure to comply with regulations, the District's Charter Office will be notified immediately.

The District will be provided a Certificate of Occupancy, allowing Encore to use and occupy the site at least 15 days prior to the date Encore is scheduled to open, or as otherwise agreed upon by the parties. A temporary certificate will be acceptable as long as there is a plan to complete the work to obtain the final Certificate of Occupancy.

### **ASBESTOS MANAGEMENT**

The Asbestos Hazard Emergency Response Act (AHERA) 40 CFR part 763 requires that any building leased or acquired that is to be used as a School or administrative building be initially inspected for asbestos-containing materials by an accredited inspector. Additionally, Encore will comply with all other AHERA requirements, such as performing re-inspections and maintaining an asbestos management plan.

### **CLOSURE PROTOCOL**

*Governing Law: A description of the procedures to be used if Encore closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of Encore, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(P).*

The following procedures shall constitute the "Closure Protocol" and shall apply in the event Encore ceases to be a charter school or otherwise closes for any reason:

Any decision to close Encore as a charter school operating pursuant to this Charter shall be documented by official action of the Encore Education Corporation Board of Directors ("Closure Action"). The action will identify the reason for closure (e.g., decision not to renew as a charter school) and an entity and person(s) responsible for all closure-related activities. The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed, the Encore Education Corporation Board of Directors votes to close Encore, or the Charter lapses. In the event of a Closure Action, the following steps shall be implemented.

1. The Encore Education Corporation Board of Directors will notify the authorizer of the determination of the Closure Action and of the effective date of the closure as a charter school within 72 hours of the Closure Action.
2. Written notification to the home districts of the list of returning students within 72 hours of the determination of the Closure Action.
3. Written notification of the Closure Action and the effective date of closure of Encore shall be made by Encore to the California Department of Education, the Riverside County Office of



Education, the Charter School's SELPA, and the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security) by registered mail within 72 hours of the Closure Action.

4. On closure, Encore shall remain solely responsible for all liabilities arising from the operation of Encore.
5. The Encore Education Corporation Board of Directors will ensure notification to the parents and students of Encore of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.
6. Encore will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student attendance day at Encore if Encore is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 USC Section 1232g. Encore will ask the District to store as necessary original records of Charter School students. All student records of Encore shall be transferred to the District upon closure. If the District will not or cannot store the records, Encore shall work with the County Office of Education to determine a suitable alternative location for storage. All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.
7. As soon as is reasonably practical, Encore will prepare final financial records. Encore will also have an independent audit completed by an independent auditor, included on the State Controller's approved list of independent auditors as soon as is reasonably practical, but in no case later than six months after closure. Encore Education Corporation will pay for the final audit. The final audit will delineate the disposition of all assets and liabilities. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School. Any liability or debt incurred by Encore shall be the responsibility of Encore and not the District. Encore understands and acknowledges that Encore will cover the outstanding debts or liabilities of Encore. Any unused monies at the time of the audit will be returned to the appropriate funding source. Encore understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused special education related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds.
8. For a minimum of six calendar months from the later of the Closure Action or effective date of the closure, whichever comes first, sufficient staff will maintain employment to take care of all necessary tasks and procedures required for smooth closing of Encore and student transfers.
9. In addition to the final audit, Encore shall also submit any required year-end financial reports to the California Department of Education and the District, in the form and timeframe required pursuant to Education Code Section 47604.33.



10. On closure of Encore, all assets of Encore, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending Encore, remain the sole property of Encore Education Corporation and, upon the dissolution of Encore Education Corporation, the non-profit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the District or District property will be promptly returned upon Encore's closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets will be liquidated and all creditors will be paid first. Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or in part with public funds will be distributed in accordance with the corporation's' Articles of Incorporation.
11. As Encore is operated by Encore Education Corporation, a non-profit public benefit corporation, should the corporation dissolve with the closure of Encore, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.
12. As specified by the Budget in the Appendix, Encore will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.



<h2>SECTION 9 – IMPACT ON THE CHARTER AUTHORIZER</h2>
---

*Governing Law: Potential civil liability effects, if any, upon the school and upon the District. Education Code Section 47605(g).*

Encore will not seek any additional financial support or facilities provisions from the District. Encore will NOT exercise its facilities right under Proposition 39 and will provide facilities that can accommodate its students (Grades 7 – 12) in its own campus facility.

Encore shall indemnify, defend, and hold harmless the District, the District's Board of Trustees, and each of their members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns to the fullest extent permitted by law and in accordance with the terms of this Charter and the MOU between the District and Encore. Further, Encore and the District shall enter into a memorandum of understanding, wherein Encore shall indemnify the District for the actions of Encore under this charter.

Encore shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District requested protocol to ensure the District shall not be liable for the operations of Encore. Encore and Encore Education Corporation will institute appropriate risk management practices and health and safety policies and practices.

Encore shall be operated by Encore Education Corporation, a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

As such, in accordance with Education Code Section 47604(c), if the District complies with all oversight responsibilities required by law, the District shall not be liable for the debts or obligations of Encore or for claims arising from the performance of acts, errors, or omissions by Encore.

Encore will provide Riverside Unified School District with an annual oversight fee equal to 1% of the overall operational revenues in accordance with Education Code Section 47613.

The corporate bylaws of Encore Education Corporation shall provide for indemnification of the Encore Board, officers, agents, and employees. As stated above, Encore will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks. Insurance amounts will be determined by recommendation of the District and Encore's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of Encore.

The Encore Education Corporation Board of Directors will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

With approval of this charter for Encore, the District will be able to offer a specialized arts and education program as a solution to the demand for more schools of choice apparent throughout the Inland Empire region. Encore will follow all applicable state, and federal laws.



Encore wants to enhance the District it is a part of, supplying an artistic outlet for students within the District and within the Inland Empire region in a secure and challenging environment. We also hope to help the authorizing District with increased API test scores and a larger percentage of students going on to college and higher education after completing our program. With our plans to challenge our students with classes that prepare them to enter a University, Encore will reach its goals.



## **SECTION 10 – MISCELLANEOUS**

### **Term of Charter**

Encore Education Corporation is requesting a charter term of five years based on the experience and results of a similar school opened and operated by this team in Hesperia California in Hesperia Unified School District (HUSD), Encore – High Desert. This timing provides Encore an adequate opportunity to focus on the development of a successful program within Riverside Unified School District. A five year term also allows Encore time to establish accreditation through WASC (Western Association of Schools and Colleges) and establish performance milestones for the District to be able to measure success of the program.

The charter term would begin July 1, 2015 and continue for five years until June 30, 2020, with planned opening of the facility in August of 2015. A renewal petition will be submitted in fall of 2019 for approval and continuous operation to coincide with the expiration of this initial charter in June of 2020.

Such renewal request shall include, but is not limited to, a complete Charter that has been revised and updated to meet all legal requirements and reflect the current status and practices at Encore, including a redline indicating all revisions made from the current Charter and an electronic (Microsoft Word) version of the revised Charter and attachments thereto. The renewal request shall also include proof that Encore has met the academic achievement criteria for renewal, as set forth in Education Code Section 47607.

### **Submittal of Documents, Reports, and Information**

Encore shall submit all documents, reports, and information to the District required by law, including, but not limited to, all reports required pursuant to Education Code Section 47604.33. All such reports shall include multiyear projections and cash flow information.

If a pupil who is subject to compulsory full time education pursuant to Education Code Section 48200 leaves Encore without graduating or completing the school year for any reason, Encore shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

### **Meetings and Inspections**

The CEO (or designee deemed acceptable by the District) and such other Encore personnel and/or service providers as deemed necessary by the District shall meet with the District Superintendent or designee, or in accordance with such other schedule as the District Superintendent or designee determines appropriate, whether more or less frequently, to update the District on Encore's operations (including financial issues). Encore shall at all times work cooperatively and support the District in its oversight role over Encore, providing all information and documentation necessary for the District efficiently to carry out its oversight function. Encore agrees to permit the District to inspect and receive copies of all records relating to the operation of Encore, including financial, personnel, attendance accounting, and pupil records. Encore shall promptly and properly comply with all reasonable inquiries from the District in accordance with Education Code Section 47604.3. Encore shall be subject to the California Public Records Act.

### **Oversight Costs**

The District shall charge Encore for supervisory oversight of Encore up to any maximum permitted by law (currently described and limited in Education Code Section 47613). Encore acknowledges that the District's actual costs in conducting its oversight obligations will meet or exceed the maximum fee

permitted by law and the District shall not be required to submit documentation of its actual oversight costs.

### **Governing Law and Construction**

This Charter shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law.

### **Debts and Obligations**

Encore and Encore Education Corporation shall be solely responsible for all costs and expenses related to this Charter and its operation including, but not limited to, costs of insurance, reserves, staff and operations.

Encore and Encore Education Corporation shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the District and shall be Encore and Encore Education Corporation's sole responsibility.

Encore and Encore Education Corporation shall require that the following language is included in any and all contracts entered into by those entities:

Encore Junior and Senior High School for the Performing and Technical Arts and/or Encore Education Corporation shall have no authority to enter contracts for or on behalf of the Riverside Unified School District. Any contracts, purchase orders, or other documents which are not approved or ratified by the Riverside Unified School District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the Riverside Unified School District and shall be Encore High School for the Arts - Riverside and/or Encore Education Corporation's sole responsibility.

### **Independent Entity**

Encore and Encore Education Corporation and their respective officers, board members, employees, and volunteers, shall operate and provide the school services pursuant to this Charter as a wholly independent entity. Riverside Unified School District and Encore/Encore Education Corporation shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. In accordance with Education Code Section 47604(c), the District shall not be liable for the actions or liabilities of Encore and/or Encore Education Corporation.

### **Affirmations and Assurances**

As the authorized lead petitioner, I, Denise Griffin, hereby certify that the information submitted in this petition for a California public charter school to be named Encore High School for the Arts – Riverside (the "Charter School"), and to be located within the boundaries of the Riverside Unified School District (the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, Encore will follow any and all federal, state, and local laws and regulations that apply to Encore, including but not limited to:

- Encore shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards



authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]

- Encore Education Corporation shall be deemed the exclusive public school employer of the employees of Encore for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- Encore shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- Encore shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- Encore shall admit all students who wish to attend Encore, and who submit a timely application; unless Encore receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to Encore shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of Encore in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- Encore shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- Encore shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- Encore shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- Encore shall ensure that teachers in Encore hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. California Education Code Section 47605(l)]
- Encore shall at all times maintain all necessary and appropriate insurance coverage.
- Encore shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves Encore without graduating or completing the school year for any reason, Encore shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]

- Encore shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]
- Encore shall, on a regular basis, consult with its parents and teachers regarding Encore's education programs. [Ref. Education Code Section 47605(c)]
- Encore shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- Encore shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]
- Encore shall comply with all applicable portions of the Elementary and Secondary Education Act.
- Encore shall comply with the Public Records Act.
- Encore shall comply with the Family Educational Rights and Privacy Act.
- Encore shall comply with the Ralph M. Brown Act.
- Encore shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

---

Denise Griffin, Chief Executive Officer  
Encore Education Corporation

---

Date



## Section 11 – Appendices

- 1.1 Petition Signatures
- 1.2 Articles of Arts Education Research
- 5.1 Bylaws & Articles of Incorporation
- 5.2 Conflict of Interest Code
- 8.1 Financial Projections & Cash Flow





# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014



## APPENDIX 1.1 – Petition Signatures





# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014



## APPENDIX 1.2 – Articles of Arts Education Research



# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014





## APPENDIX 5.1 – Bylaws & Articles of Incorporation



# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014





## APPENDIX 5.2 – Conflict of Interest Code



# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014



## APPENDIX 8.1 – Financial Projections & Cash Flow





# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014



## **APPENDIX 8.2 – Notice to District – Students Leaving Charter**



# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12

October 15, 2014







## Section 11 – Appendices

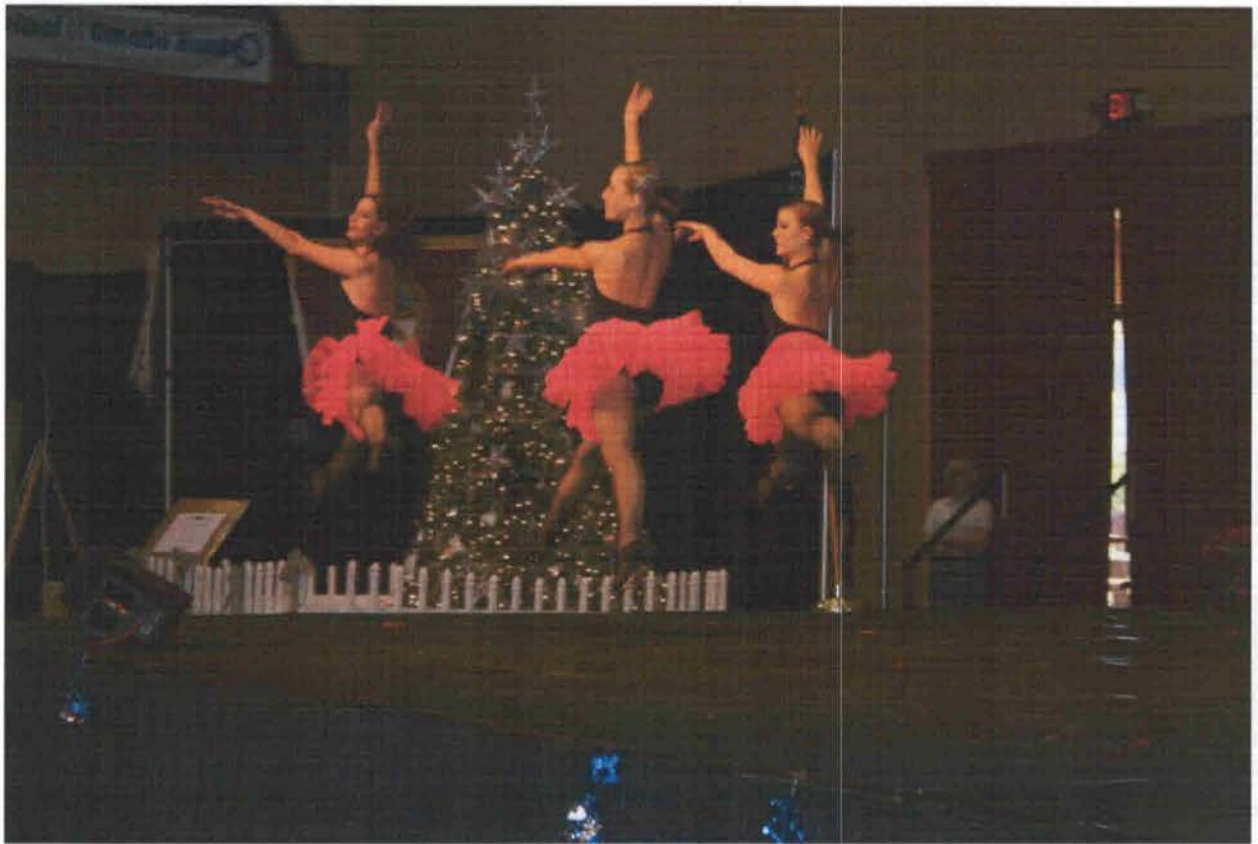
- 1.1 Petition Signatures
- 1.2 Articles of Arts Education Research
- 5.1 Bylaws & Articles of Incorporation
- 5.2 Conflict of Interest Code
- 8.1 Financial Projections & Cash Flow
- 8.2 Notice to District – Students Leaving Charter





# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



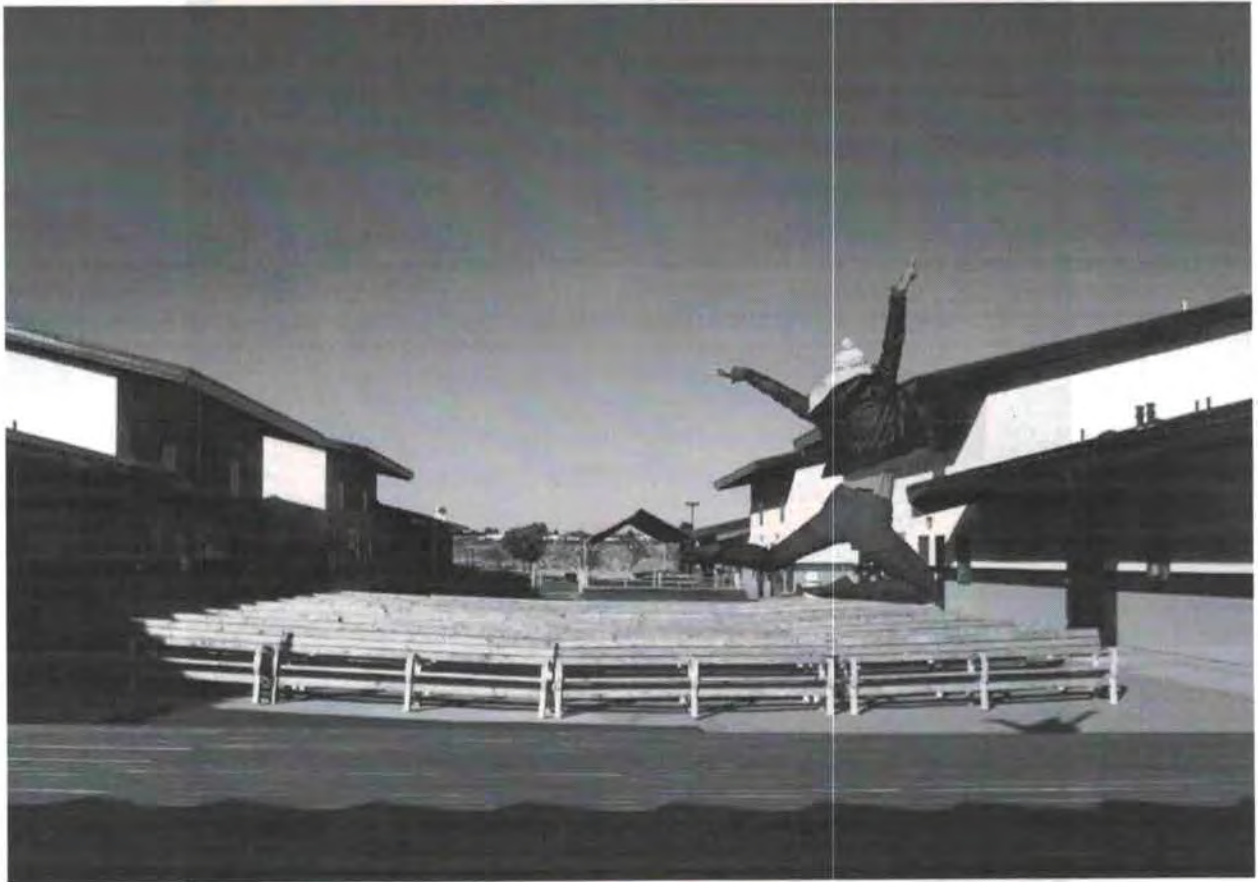
October 15, 2014

## APPENDIX 1.1 – Petition Signatures





ENCORE  
HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014





**Signature Page for Teachers**

We the undersigned believe that the attached Charter for the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School merits consideration and hereby petition the governing board of the Riverside Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School. The Petitioners for the **Encore Junior / Senior High School for the performing & technical arts** Charter School agree to continue to operate the school pursuant to the terms of the Charter Schools Act and the provisions of the School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the **Encore Junior / Senior High School for the performing & technical arts** Charter School.

By the Lead Petitioner:

Denise Griffin Signature 9-3-14 Date

**DENISE GRIFFIN**

Name

The petitioners recognize **DENISE GRIFFIN** as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Riverside Unified School District governing board.

By the Petitioners:

Print Name	Signature	Date	Credentials Held	Phone #
Chad Watkins		9/4/14	S.S. World History	909-560-4934
FRED FRANKE		9/4/14	S.S. - HISTORY, PE	760-887-9003
Marabeth Tamara		9/4/14	Multiple Subjects	760-900-2312
Laura Durham		9/4/14	SS - Math	760-885-2630
WILLIAM WHEELER		4 SEPT 2014	SS - Biology	760 453 1086
Raymsey Hassen		9/4/14	PE, Geavance	607-283 1493
Amber Plummer		9/4/14	Multiple Subjects	951-675-5835
Miranda Pedraza		9/4/14	Multiple Subject	760-9163-4137



**Signature Page for Teachers**








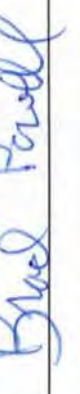
We the undersigned believe that the attached Charter for the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School merits consideration and hereby petition the governing board of the Riverside Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School. The Petitioners for the **Encore Junior / Senior High School for the performing & technical arts** Charter School agree to continue to operate the school pursuant to the terms of the Charter Schools Act and the provisions of the School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the **Encore Junior / Senior High School for the performing & technical arts** Charter School.

By the Lead Petitioner:  \_\_\_\_\_ Date 9-3-14

**DENISE GRIFFIN** \_\_\_\_\_  
Name Signature

The petitioners recognize **DENISE GRIFFIN** as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Riverside Unified School District governing board.

**By the Petitioners:**

Print Name	Signature	Date	Credentials Held	Phone #
Ryan Tamer		9-4-14	SS, VISUAL ART	(760) 617-5372
Lisett Diaz		9-4-14	Spanish	(714) 854-4823
Sandi Del Sole		9-4-14	Designated Subject	(760) 953-8467
Loretta Henson		9/4/14	SS Visual Art	(760) 718-2920
PAULA GHARIB		9/4/14	Clean English	(760) 885-4522
Kim Ferrante		9/4/14	Social Sciences Noteary	760-964-7289
Paul Keilbach		9/4/14	Music	949-246-9280
Brad Powell		9/4/14	Designated Subjects (Music)	909-880-2500



**Signature Page for Teachers**

We the undersigned believe that the attached Charter for the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School merits consideration and hereby petition the governing board of the Riverside Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School. The Petitioners for the **Encore Junior / Senior High School for the performing & technical arts** Charter School agree to continue to operate the school pursuant to the terms of the Charter Schools Act and the provisions of the School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the **Encore Junior / Senior High School for the performing & technical arts** Charter School.

By the Lead Petitioner:

DENISE GRIFFIN Signature [Signature] Date 9/5/13

Name

Signature

Date

The petitioners recognize **DENISE GRIFFIN** as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Riverside Unified School District governing board.

By the Petitioners:

Print Name	Signature	Date	Credentials Held	Phone #
Brad Powell	[Signature]	9/4/13	Designated Subjects	909-880-2723
Fichelle Daniel	[Signature]	9/4/13	Foundational Level Mathematics	714-600-6053
Kristin Williams	[Signature]	9/4/13	Designated Subjects	310-883-8609
Leduan M'Faren	[Signature]	9-4-13	CA Multi-Subject Long Term Sub	714-964-4347
Carie Schreiber	[Signature]	9-4-13	CA Intern Pre-Lim Science	760-912-0855
April McCae	[Signature]	9-4-13	CA Math: - Subst w/ Supplemental	760-900-6977
Janice Waggoner	[Signature]	9/5/13	CA Single Subject Spanish	9094374930
PAULA GHARIB	[Signature]	9/5/13	CA Single subject - English	760-885-4522



**Signature Page for Teachers**

We the undersigned believe that the attached Charter for the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School merits consideration and hereby petition the governing board of the Riverside Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School. The Petitioners for the **Encore Junior / Senior High School for the performing & technical arts** Charter School agree to continue to operate the school pursuant to the terms of the Charter Schools Act and the provisions of the School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the **Encore Junior / Senior High School for the performing & technical arts** Charter School.

By the Lead Petitioner:


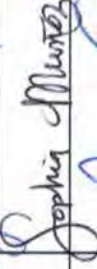

 Signature 9-3-14 Date

**DENISE GRIFFIN**

Name

The petitioners recognize **DENISE GRIFFIN** as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Riverside Unified School District governing board.

By the Petitioners:

Print Name	Signature	Date	Credentials Held	Phone #
Jessica Meyer		9/3/14	Multiple / single - science	760-900-4574
Sophia Muñoz		9/3/14	Single Subject / math	562-658-8389
Tony Castro		9/3/14	Single subject / Biology	760-887-3696



**Signature Page for Teachers**

We the undersigned believe that the attached Charter for the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School merits consideration and hereby petition the governing board of the Riverside Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School. The Petitioners for the **Encore Junior / Senior High School for the performing & technical arts** Charter School agree to continue to operate the school pursuant to the terms of the Charter Schools Act and the provisions of the School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the **Encore Junior / Senior High School for the performing & technical arts** Charter School.

**By the Lead Petitioner:**

Denise Griffin Signature 8/29/14 Date  
**DENISE GRIFFIN**  
 Name

The petitioners recognize **DENISE GRIFFIN** as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Riverside Unified School District governing board.

**By the Petitioners:**

Print Name	Signature	Date	Credentials Held	Phone #
Rosanna Lonto		8/29/14	Special Education Credential	310 279-2828
Chris DeDonia		8/29/14	Sped Cred / Multiple Sub	951-756472
Nicholas Valdez	Nicholas Valdez	8/29/14	S.S. Math	909-573-7898
Phillip Wallace	Phillip Wallace	9-2-14	R.P.S. School Counseling & Administration	760-269-6600
Deanna Swank	Deanna Swank	9/3/2014	single Subject	909-844-4103
Kelli Kaku	Kelli Kaku	9/4/2014	single subject credential & multiple subject credential	559-981-0985
John Parker	John Parker	9/4/2014	single subject ELA	760-887-4055
April McCue	April McCue	9/4/2014	Mult. Subj. 2/Eng. Sub	760-900-6977






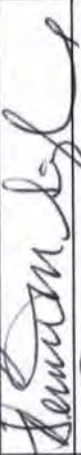

**Signature Page for Teachers**

We the undersigned believe that the attached Charter for the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School merits consideration and hereby petition the governing board of the Riverside Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School. The Petitioners for the **Encore Junior / Senior High School for the performing & technical arts** Charter School agree to continue to operate the school pursuant to the terms of the Charter Schools Act and the provisions of the School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the **Encore Junior / Senior High School for the performing & technical arts** Charter School.

By the Lead Petitioner:  
**DENISE GRIFFIN** \_\_\_\_\_  
 Name Signature  Date 9-10-13

The petitioners recognize **DENISE GRIFFIN** as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Riverside Unified School District governing board.

**By the Petitioners:**

Print Name	Signature	Date	Credentials Held	Phone #
Susan Walton		9/5/13	Inter-Education Specialist	760 713 3067
John Parker		9/9/13	Single Subject ELA	760-887-4055
Joey Letts		9-9-13	Single Subject MATH	760 700 8823
Bonnie Swinge		9/9/13	Single Subject Math	760 646-2388
Kristine Jaram		9/10/13	Single Subject - Chem	760 813/912



**Signature Page for Teachers**

We the undersigned believe that the attached Charter for the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School merits consideration and hereby petition the governing board of the Riverside Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School. The Petitioners for the **Encore Junior / Senior High School for the performing & technical arts** Charter School agree to continue to operate the school pursuant to the terms of the Charter Schools Act and the provisions of the School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the **Encore Junior / Senior High School for the performing & technical arts** Charter School.



**By the Lead Petitioner:**

**DENISE GRIFFIN**  Signature 10-7-14 Date

Name

The petitioners recognize **DENISE GRIFFIN** as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Riverside Unified School District governing board.

**By the Petitioners:**

Print Name	Signature	Date	Credentials Held	Phone #
FRED FRANKIE	J. L. Frank	9/3/2013	SECONDARY - LIFE MULTI - SUBJECT	760-244-7678
Lindsay Winfield		9/3/2013	Prelim. English Single Subject	909-446-5996
Maryanne Leis	Maryanne L. Leis	9/3/2013	Clear Mathematics & Social Science	951-847-1839
Melanie Huntley		9/9/2013	Prelim. Foundational Math	562-631-6940



**Signature Page for Teachers**

We the undersigned believe that the attached Charter for the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School merits consideration and hereby petition the governing board of the Riverside Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of the **Encore Junior / Senior High School for the performing & technical arts** Charter School. The Petitioners for the **Encore Junior / Senior High School for the performing & technical arts** Charter School agree to continue to operate the school pursuant to the terms of the Charter Schools Act and the provisions of the School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the **Encore Junior / Senior High School for the performing & technical arts** Charter School.

**By the Lead Petitioner:**

**DENISE GRIFFIN**

Name





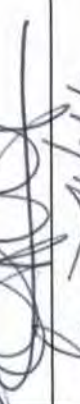
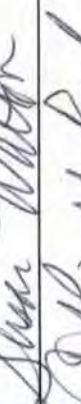



Signature

10-7-14

Date

The petitioners recognize **DENISE GRIFFIN** as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Riverside Unified School District governing board.

**By the Petitioners:**

Print Name	Signature	Date	Credentials Held	Phone #
Thomas Steed		10-6-14	Multiple subject	760 961-0564
RYAN TAYLOR		10-6-14	S.S. A&E	(760) 617-5332
JENNIFER SUNDELL		10/6/14	Ed Spelst I + II	714) 678-5193
Susan Walton		10/6/14	Ed Specialist mild/mod	760 713 3067
Gynthia Roach		10/6/14	Single Subject Social Science	760 953-5727
Ramsey Haven		10/6/14	Physical Education	607 283 1493
Brod Powell		10/6/14	Designated Subjects, Music	909-880-2713



## APPENDIX 1.2 – Articles of Arts Education Research



# ENCORE

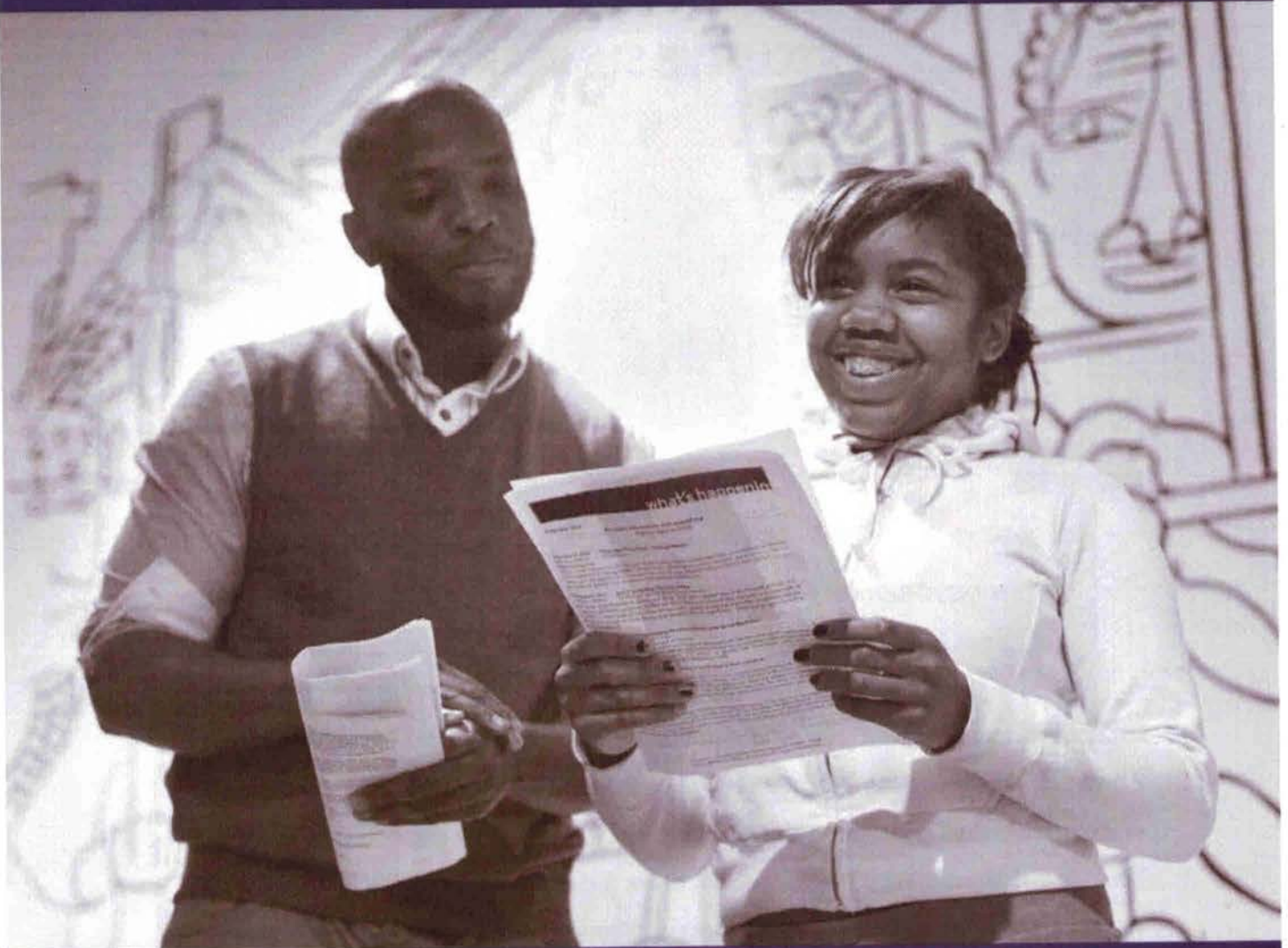
HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014



PRESIDENT'S COMMITTEE ON THE ARTS AND THE HUMANITIES



# Reinvesting in Arts Education

Winning America's Future Through Creative Schools



## EXECUTIVE SUMMARY

**I**N OCTOBER OF 2008, THEN-SENATOR OBAMA released a powerful Platform in Support of the Arts. In it he argued for reinvesting in American arts education, and reinvigorating the creativity and innovation that has made this country great. Taking up this charge, over the past eighteen months the President's Committee on Arts and the Humanities (PCAH) has conducted an in-depth review of the current condition of arts education, surveying recent research about its documented benefits and identifying potential opportunities for advancing arts education. While we found a growing body of research to support positive educational outcomes associated with arts-rich schools, and many schools and programs engaged in such work, we also found enormous variety in the delivery of arts education, resulting in a complex patchwork with pockets of visionary activity flourishing in some locations and inequities in access to arts education increasing in others.

At this moment in our nation's history, there is great urgency around major transformation in America's schools. Persistently high dropout rates (reaching 50% or more in some areas) are evidence that many schools are no longer able to engage and motivate their students. Students who do graduate from high school are increasingly the products of narrowed curricula, lacking the creative and critical thinking skills needed for success in post-



secondary education and the workforce. In such a climate, the outcomes associated with arts education — which include increased academic achievement, school engagement, and creative thinking — have become increasingly important. Decades of research show strong and consistent links between high-quality arts education and a wide range of impressive educational outcomes. This is true even though, as in most areas where learning is complex, the research base does not yet establish causal proof. Arts integration models, the practice of teaching across classroom subjects in tandem with the arts, have been yielding some particularly promising results in school reform and closing the achievement gap. Most recently, cutting-edge studies in neuroscience have been further developing our understanding of how arts strategies support crucial brain development in learning.

At the same time, due to budget constraints and emphasis on the subjects of high stakes testing, arts instruction in schools is on a downward trend. Just when they need it most, the classroom tasks and tools that could best reach and inspire these students — art, music, movement and performing — are less available to them. Sadly, this is especially true for students from lower-income schools, where analyses show that access to the arts in schools is disproportionately absent.

One promising development is that, nationally, arts education is finding new allies. Policymakers and civic and business leaders, as reflected in several recent high level task force reports, are increasingly recognizing the potential role of the arts in spurring innovation, providing teachers with more effective classroom strategies, engaging students in learning, and creating a climate of high performance in schools. Another development is the enthusiasm among educators and members of the arts community for expanding arts integration and the use of well-trained teaching artists in schools. Arts integration has been used in a number of very successful long term programs to expand arts opportunities, engage students more deeply in learning content, and as an effective school reform strategy. Teaching artists also represent an underutilized resource pool, many of whom are both eager and well qualified to serve in long- term assignments in schools.

The PCAH recognized at the outset of this research that many diverse stakeholders have an interest in arts education. Any significant advancement in the field will require unprecedented unity of purpose and the coordinated actions of local, state, and federal government agencies, educators and professional associations, and the arts community. The

common purpose is expansion of access to arts education so that more students in American schools, especially those in underserved schools, have the benefits of a comprehensive education. Based on what we learned over the past year about needs and opportunities, the PCAH is making five recommendations for actions to be undertaken by different stakeholders to advance arts education. Those actions are designed to clarify the position of the arts in a comprehensive, well-rounded K-12 education that is appropriate for all students; unify and focus efforts to expand arts education offerings to underserved students and communities; and strengthen the evidence base for high quality arts education.

- 1. Build collaborations among different approaches.** The PCAH urges leaders of professional associations to work with federal and state agencies to build and demonstrate connections among different educators in the arts: art specialists working on standards-based approaches; classroom teachers trained in arts integration; and project-based teaching artists. The PCAH believes that collaborations among national leadership organizations should move beyond internal debates in the arts education field about modes of delivery of arts instruction in order to address the more pressing issues of equitable access and infusing more schools with a creativity-rich environment.
- 2. Develop the field of arts integration.** The second recommendation focuses on an expansion of arts integration. The PCAH encourages further development of the field of arts integration through strengthening teacher preparation and professional development, targeting available arts funding, and setting up mechanisms for sharing ideas about arts integration through communities of practice. In this recommendation we identify roles for regional and state arts and education agencies as well as private funders.
- 3. Expand in-school opportunities for teaching artists.** We strongly believe that working artists in this country represent an underutilized and underdeveloped resource in increasing the quality and vitality of arts education in our public schools. The PCAH recommends expanding the role of teaching artists, in partnership with arts specialists and classroom teachers, through sustained engagements in schools. This should include supporting high quality professional development in pedagogy

and curriculum. We see an opportunity for leadership in this from the regional and state arts agencies, as well as a national service program similar to the “Artists Corps” idea articulated in President Obama’s Arts Policy Campaign platform.

4. **Utilize federal and state policies to reinforce the place of arts in K-12 education.** This recommendation focuses on the need for federal and state education leaders to provide policy guidance for employing the arts to increase the rigor of curriculum, strengthen teacher quality, and improve low-performing schools. Building capacity to create and innovate in our students is central to guaranteeing the nation’s competitiveness. To do this it is necessary for federal and state governments to move beyond merely “allowing” the arts as an expenditure of a comprehensive education.
5. **Widen the focus of evidence gathering about arts education.** Finally, while the evidence base for the benefits of the arts is compelling, there is room to expand systematic data gathering about the arts, specifically in developing creativity and enhancing engagement in school. Educators need practical tools to measure the progress of student learning in the arts — an investment that dovetails with the federal education agency’s investments in more authentic assessments of complex learning. From a federal perspective, policymakers should help stakeholders make informed arguments and decisions regarding impact and equitable access. This requires policies that support ongoing data gathering about available opportunities, including teacher quality, resources, and facilities at the local and state level.

The PCAH envisions schools in cities and towns across our nation that are alive with the energy of creative thinking and fresh ideas, full of art, music and movement. All of our research points to the success of schools that are “arts-rich,” in which students who may have fallen by the wayside find themselves re-engaged in learning when their enthusiasm for film, design, theater or even hip-hop is tapped into by their teachers. More advanced students also reap rewards in this environment, demonstrating accelerated learning and sustained levels of motivation.

PCAH stands ready to partner with public agencies and the private sector to further develop and implement these recommendations.

## APPENDIX 5.1 – Bylaws & Articles of Incorporation





# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014



**BYLAWS**  
**OF**  
**ENCORE EDUCATION CORPORATION**  
(A California Nonprofit Public Benefit Corporation)

**ARTICLE I**  
**NAME**

Section 1. NAME. The name of this Corporation is Encore Education Corporation.

**ARTICLE II**  
**PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is 16955 Lemon Street, Hesperia, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

**ARTICLE III**  
**GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of the Corporation is to develop and operate education programs in the state of California with arts enhancement. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV**  
**CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular



includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

## **ARTICLE V DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. The Corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the 501(c)(3) Articles of Incorporation. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

## **ARTICLE VI CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

## **ARTICLE VII BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”).

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.
- c. Borrow money and incur indebtedness on the Corporation’s behalf and cause to be

executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

- d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than fifteen (15), unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by a charter school authorizer as consistent with Education Code Section 47604(b). If a charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director to ensure an odd number of Board members. All directors shall be designated by the existing Board of Directors. The Board composition shall include one to two representatives from each division and school within the corporation. Candidate Directors will be recommended by the corporate executive team and other stakeholders of Encore Education Corporation, then appointed by the Board of Directors.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERMS. Each director shall hold office for 2 years and until a successor director has been designated and qualified.

Section 6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.



Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the boundaries of where the Corporation has an operational business / facility designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, the Articles of Incorporation or these Bylaws. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of where the place of business or facility operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be



listed on the agenda;<sup>1</sup>

- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.<sup>2</sup>

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

---

<sup>1</sup> This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

<sup>2</sup> The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. Encore High Schools, Western Arts University, and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## **ARTICLE VIII OFFICERS OF THE CORPORATION**

Section 1. OFFICES HELD. The officers of the Corporation shall be a Chief Executive Officer, Chief Operations Officer, Executive Officer of Student Affairs, and Executive Officer of Enrollment/Marketing. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification. Officers shall not also be Directors (Board members).

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Executive Officer may serve concurrently as either the President or the Chairman of the Board.



Section 3. ELECTION OF OFFICERS. The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. PRESIDENT. The President, also known as the Chief Executive Officer shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require. If there is no Chairman of the Board, the President shall also preside at the Board of Directors' meetings.

Section 8. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all

reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

## **ARTICLE IX CONTRACTS WITH DIRECTORS**

Section 1. **CONTRACTS WITH DIRECTORS.** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

## **ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Encore Education Corporation Conflict of Interest Code have been fulfilled.

## **ARTICLE XI LOANS TO DIRECTORS AND OFFICERS**

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

## **ARTICLE XII INDEMNIFICATION**

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in

Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

### **ARTICLE XIII INSURANCE**

Section 1. **INSURANCE.** The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

### **ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS**

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** The Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

### **ARTICLE XV INSPECTION RIGHTS**

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or

attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

## **ARTICLE XVI REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
  - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description



of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

#### **ARTICLE XVII BYLAW AMENDMENTS**

Section 1. **BYLAW AMENDMENTS.** The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the Corporation's Articles of Incorporation, or any laws.

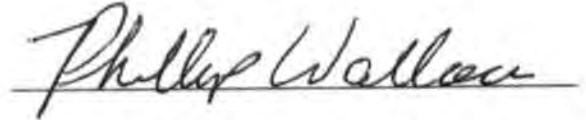
#### **ARTICLE XVIII FISCAL YEAR**

Section 1. **FISCAL YEAR OF THE CORPORATION.** The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

## CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Encore Education Corporation, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of the Corporation as adopted by the Board of Directors on October 14, 2014; and that these bylaws have not been amended or modified since that date.

Executed on October 15, 2014 at Hesperia, California.

A handwritten signature in cursive script that reads "Phillip Wallace". The signature is written in black ink and is positioned above a horizontal line.

Phillip Wallace, Secretary

## CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Encore Education Corporation, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of the Corporation as adopted by the Board of Directors on October 14, 2014; and that these bylaws have not been amended or modified since that date.

Executed on October 15, 2014 at Hesperia, California.

A handwritten signature in cursive script that reads "Phillip Wallace". The signature is written in black ink and is positioned above a horizontal line.

Phillip Wallace, Secretary



**State of California**  
**Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 02 2007

DEBRA BOWEN  
Secretary of State

ARTICLES OF INCORPORATION

ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

MAR 02 2007

I

The name of this corporation is Encore Education Corporation

II

A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific purpose of this corporation is to develop and operate public charter schools in the state of California with a performing and visual arts enhancement.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Legalzoom.com, Inc.

IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the date below.

Date: 3/1/2007

*bb*

Asami Agarie, Incorporator



**CERTIFICATE OF AMENDMENT  
OF ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the president and the secretary, respectively, of Encore Education Corporation, a California corporation.

2. Article 2 of the Articles of Incorporation of this corporation is amended to read as follows:

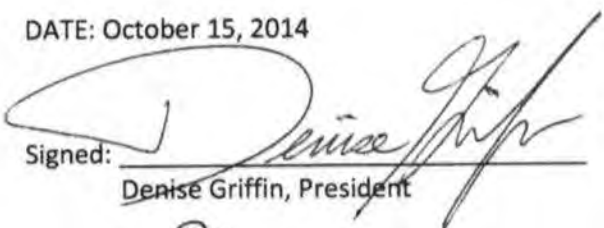
“The specific purpose of this corporation is to develop and operate education programs and schools with a performing and visual arts enhancement.”

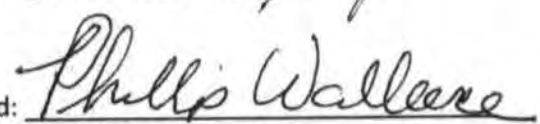
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set for in this certificate are true and correct of our own knowledge.

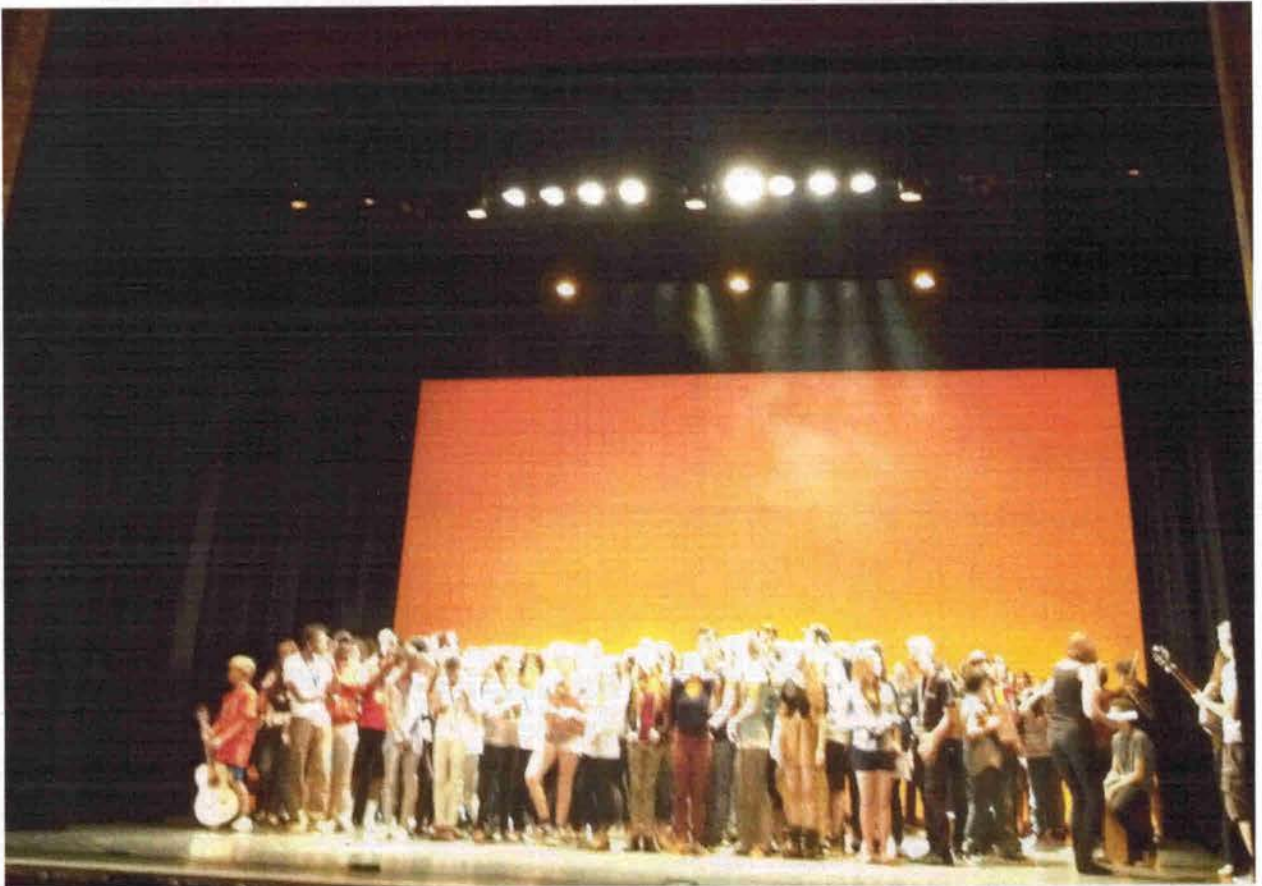
DATE: October 15, 2014

Signed:   
Denise Griffin, President

Signed:   
Phillip Wallace, Secretary



## APPENDIX 5.2 – Conflict of Interest Code



ENCORE  
HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014

**ENCORE EDUCATION CORPORATION**  
**CONFLICT-OF-INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the Encore Education Corporation.

Individuals holding designated positions shall file their statements of economic interests with Encore Education Corporation, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) Upon receipt of the statements for the top officials, e.g., Members of the Board, Alternates, and the Executive Director, Encore Education Corporation shall make and retain copies and forward the originals to the Code Reviewing Body. All other statements will be retained by the Encore Education Corporation.



**APPENDIX A**  
**DESIGNATED POSITIONS**

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board	1, 2, 3
Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary, etc.)	1, 2, 3
Executive Officer Enrollment/Marketing	1, 2, 3
Executive Officer Student Affairs	1, 2, 3
Executive Director of Arts	1, 2, 3
Executive Director of Academics	1, 2, 3
Executive Manager Officer & Personnel	1, 2, 3
Chief Operations Officer	1, 2, 3
Executive Manager Facilities	1, 2, 3
Dean of Students	1, 2, 3
Campus Dean	1, 2, 3
Head Counselor	2, 3
Consultants	*

\*Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The CEO may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The CEO's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)



**APPENDIX B**  
**DISCLOSURE CATEGORIES**

**Category 1**

Designated positions assigned to this category must report:

- a. Interests in real property which are located in whole or in part within the boundaries (and a two mile radius) of any counties in which Encore Education Corporation operates.
- b. Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in the acquisition or disposal of real property or are engaged in building construction or design.
- c. Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in, the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment to be utilized by Encore Education Corporation.

**Category 2**

Designated positions assigned to this category must report:

Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment to be utilized by Encore Education Corporation, its parents, teachers and students for educational purposes. This includes, but is not limited to, educational supplies, textbooks and items used for extra curricular courses.

**Category 3**

Designated positions assigned to this category must report:

Investments in, income, including gifts, loans, and travel payments, from, sources which are engaged in the performance of work or services of the type to be utilized by Encore Education Corporation, its parents, teachers and students for educational purposes. This includes, but is not limited to, student services commonly provided in public schools such as speech therapists and counselors.

## APPENDIX 8.1 – Financial Projections & Cash Flow



ENCORE  
SCHEDULE

ENCORE HIGH SCHOOL FOR THE ARTS  
2013-2014

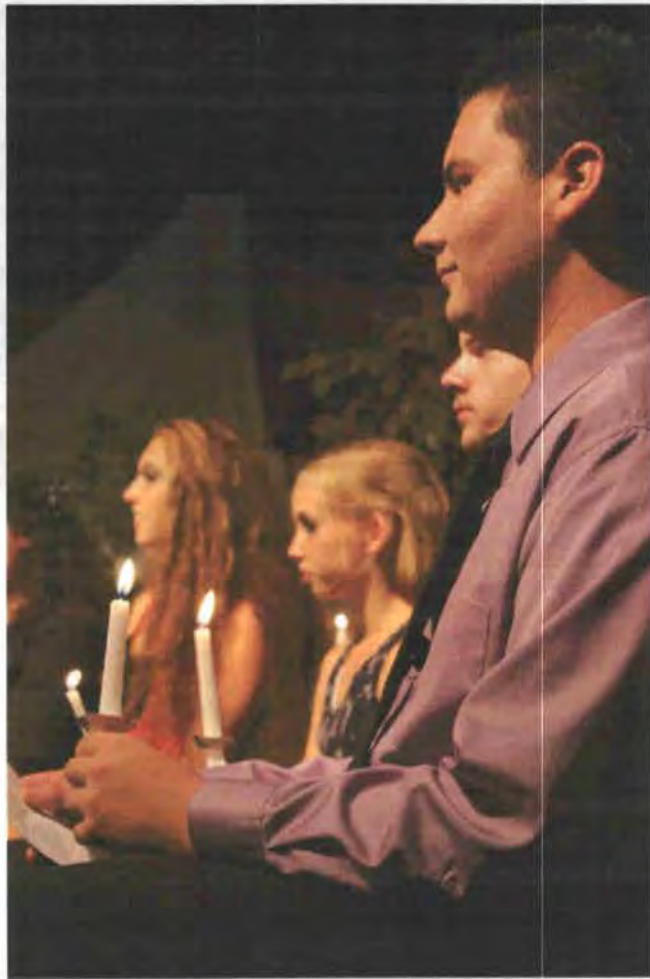
# ENCORE



## HIGH SCHOOL

### FOR THE ARTS

GRADES 7-12



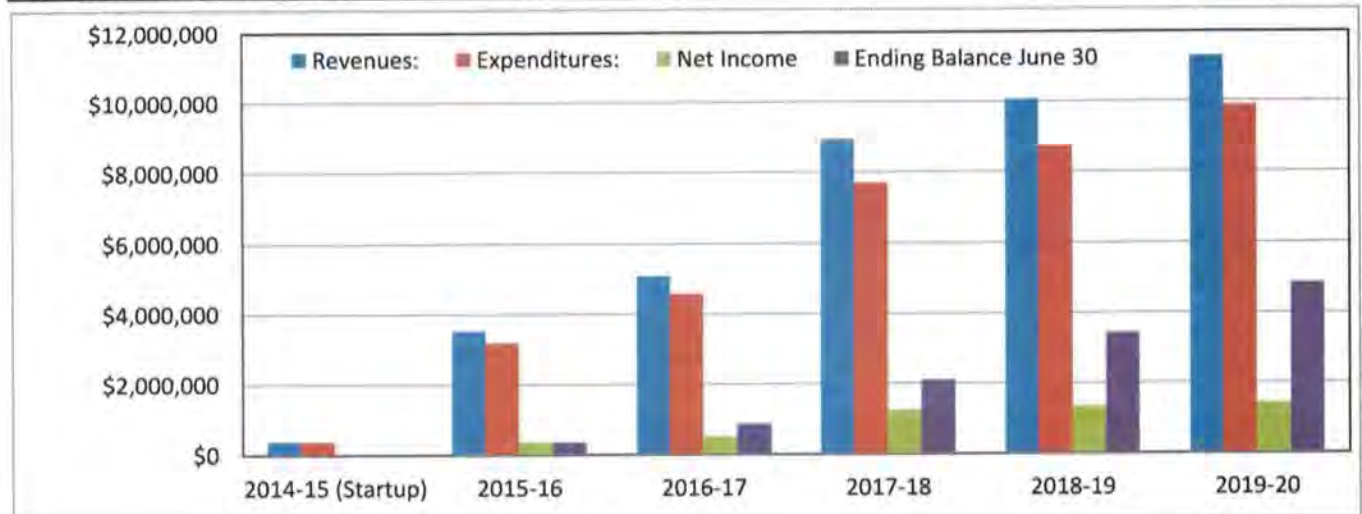
October 15, 2014





**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
MULTI-YEAR PROJECTION SUMMARY**

	2014-15 (Startup)	2015-16	2016-17	2017-18	2018-19	2019-20
<b>Projected P-2 ADA:</b>	-	376.00	564.00	940.00	1,034.00	1,128.00
<b>Revenues:</b>						
General Purpose Entitlement	-	2,646,913	4,092,905	7,535,048	8,466,424	9,571,473
Federal Revenue	375,000	262,500	140,008	225,012	290,020	317,522
Other State Revenue	-	609,482	838,958	1,180,779	1,310,472	1,404,927
Other Local Revenue	-	-	-	-	-	-
<b>TTL Revenues:</b>	<b>375,000</b>	<b>3,518,895</b>	<b>5,071,871</b>	<b>8,940,839</b>	<b>10,066,916</b>	<b>11,293,922</b>
<b>Expenditures:</b>						
Certificated Salaries	35,000	1,207,750	1,865,974	2,894,296	3,206,212	3,602,616
Non-certificated Salaries	18,500	292,500	451,913	1,096,499	1,242,334	1,395,931
Benefits	12,967	459,879	710,514	1,181,018	1,261,824	1,412,840
Books/Supplies/Materials	239,433	179,884	356,571	1,054,694	1,408,267	1,701,351
Services/Operations	69,100	1,019,869	1,187,220	1,475,752	1,615,916	1,767,557
Capital Outlay	-	-	-	-	-	-
Other Outgo	-	-	-	-	-	-
<b>TTL Expenditures:</b>	<b>375,000</b>	<b>3,159,883</b>	<b>4,572,191</b>	<b>7,702,259</b>	<b>8,734,553</b>	<b>9,880,297</b>
<b>Net Income</b>	<b>-</b>	<b>359,012</b>	<b>499,680</b>	<b>1,238,581</b>	<b>1,332,363</b>	<b>1,413,625</b>
<b>Beginning Balance July 1</b>	<b>-</b>	<b>-</b>	<b>359,012</b>	<b>858,693</b>	<b>2,097,273</b>	<b>3,429,636</b>
<b>Ending Balance June 30</b>	<b>-</b>	<b>359,012</b>	<b>858,693</b>	<b>2,097,273</b>	<b>3,429,636</b>	<b>4,843,261</b>
<b>Ending Balance as % of Exp.:</b>	<b>0.0%</b>	<b>11.4%</b>	<b>18.8%</b>	<b>27.2%</b>	<b>39.3%</b>	<b>49.0%</b>



**Encore High School for the Arts - Riverside**  
**Charter Petition - Financial Projections & Cash Flow**  
**MULTI-YEAR PROJECTION**

Description	2014-15 (Startup)	2015-16	2016-17	2017-18	2018-19	2018-19
Enrollment		400	600	1,000	1,100	1,200
P-2 ADA		376.00	564.00	940.00	1,034.00	1,128.00
<b>REVENUES</b>						
<b>General Purpose Entitlement</b>						
8011 - General Purpose Block Grant	-	1,643,971	2,561,581	4,826,133	5,447,554	6,565,521
8012 - Education Protection Account	-	581,318	898,888	1,654,855	1,859,404	1,741,080
8096 - Funding in Lieu of Property Taxes	-	421,624	632,436	1,054,060	1,159,466	1,264,872
<b>TTL General Purpose Entitlement</b>	-	<b>2,646,913</b>	<b>4,092,905</b>	<b>7,535,048</b>	<b>8,466,424</b>	<b>9,571,473</b>
<b>Federal Revenue</b>						
8181 - Federal IDEA Special Education	-	-	50,008	75,012	125,020	137,522
8290 - Title I-III, PCSGP Grant	375,000	262,500	90,000	150,000	165,000	180,000
<b>TTL Federal Revenue</b>	<b>375,000</b>	<b>262,500</b>	<b>140,008</b>	<b>225,012</b>	<b>290,020</b>	<b>317,522</b>
<b>Other State Revenue</b>						
8311 - State Special Education Revenue	-	204,920	307,380	512,300	563,530	614,760
8550 - Mandate Block Grant	-	7,896	13,160	25,004	25,004	25,004
8560 - State Lottery Revenue	-	63,666	95,418	122,544	174,960	190,836
8590 - Add'l State Revenues	-	333,000	423,000	520,931	546,978	574,327
<b>TTL Other State Revenue</b>	-	<b>609,482</b>	<b>838,958</b>	<b>1,180,779</b>	<b>1,310,472</b>	<b>1,404,927</b>
<b>Other Local Revenue</b>						
8660 - Interest	-	-	-	-	-	-
8699 - Local Donations/Contributions/Other	-	-	-	-	-	-
<b>TTL Other Local Revenue</b>	-	-	-	-	-	-
<b>TTL REVENUES</b>	<b>375,000</b>	<b>3,518,895</b>	<b>5,071,871</b>	<b>8,940,839</b>	<b>10,066,916</b>	<b>11,293,922</b>

**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
MULTI-YEAR PROJECTION**

Description	2014-15 (Startup)	2015-16	2016-17	2017-18	2018-19	2018-19
<b>EXPENDITURES</b>						
<b>1000 - Certificated Salaries</b>						
1100 - Teachers' Salaries		742,500	1,147,163	1,969,296	2,231,212	2,507,071
1300 - Certificated Supervisory/Admin	35,000	465,250	718,811	925,000	975,000	1,095,545
1900 - Other Certificated Salaries	-	-	-	-	-	-
<b>TTL Certificated Salaries</b>	<b>35,000</b>	<b>1,207,750</b>	<b>1,865,974</b>	<b>2,894,296</b>	<b>3,206,212</b>	<b>3,602,616</b>
<b>2000 - Non-Certificated Salaries</b>						
2100 - Instructional Aide Salaries	-	265,000	409,425	1,023,563	1,159,696	1,303,077
2400 - Clerical/Tech/Office Staff	18,500	27,500	42,488	72,937	82,637	92,854
<b>TTL Non-Certificated Salaries</b>	<b>18,500</b>	<b>292,500</b>	<b>451,913</b>	<b>1,096,499</b>	<b>1,242,334</b>	<b>1,395,931</b>
<b>3000 - Employee Benefits</b>						
3101 - STRS Certificated	3,756	129,592	200,219	310,558	344,027	386,561
3301 - Soc. Sec/Medicare Certificated	508	17,512	27,057	41,967	46,490	52,238
3302 - Soc. Sec/Medicare Classified	1,600	22,376	34,571	83,882	95,039	106,789
3401 - Health Insurance Benefits - Cert	2,500	200,000	309,000	479,287	530,940	596,583
3402 - Health Insurance Benefits - Class	2,865	30,000	46,350	112,461	127,419	143,172
3501 - State Employment Ins - Cert	525	604	933	1,447	1,603	1,801
3502 - State Employment Ins - Class	278	146	226	548	621	698
3601 - Workmen's Comp Certificated	613	21,136	32,655	50,650	56,109	63,046
3602 - Workmen's Comp Classified	324	5,119	7,908	19,189	21,741	24,429
<b>TTL Employee Benefits</b>	<b>12,967</b>	<b>459,879</b>	<b>710,514</b>	<b>1,181,018</b>	<b>1,261,824</b>	<b>1,412,840</b>
<b>4000 - Books/Supplies/Materials</b>						
4310 - Student Instructional Materials	60,000	134,634	208,009	642,749	993,048	1,284,258
4320 - Other Supplies	14,000	14,000	21,630	22,712	23,847	25,039
4330 - Student Incentives / Events	-	1,250	1,931	2,984	5,122	5,803
4400 - Noncapitalized Equipment	165,433	30,000	125,000	386,250	386,250	386,250
4700 - Food	-	-	-	-	-	-
<b>TTL Books/Supplies/Materials</b>	<b>239,433</b>	<b>179,884</b>	<b>356,571</b>	<b>1,054,694</b>	<b>1,408,267</b>	<b>1,701,351</b>



**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
MULTI-YEAR PROJECTION**

Description	2014-15 (Startup)	2015-16	2016-17	2017-18	2018-19	2018-19
<b>5000 - Services &amp; Operations</b>						
5200 - Travel and Conferences		12,000	12,600	13,230	13,892	14,586
5210 - Mileage		1,900	2,936	5,039	5,709	6,415
5300 - Dues and Memberships		3,000	4,635	7,957	9,015	10,130
5400 - Liability Insurance		22,500	23,625	24,806	26,047	27,349
5500 - Operation and Housekeeping Services		2,500	3,863	6,631	7,512	8,441
5510 - Utilities (General)		33,000	34,650	36,383	38,202	40,112
5520 - Janitorial/Custodial		19,500	30,128	51,719	58,597	65,842
5610 - Facility Rental		630,000	661,500	694,575	729,304	765,769
5620 - Equipment Leases		14,000	21,630	37,132	42,070	47,271
5630 - Maintenance & Repair		5,000	7,725	13,261	15,025	16,883
5800 - Professional/Consulting Services	27,600	15,000	23,175	39,784	45,075	50,648
5810 - Legal	18,000	7,000	7,350	7,718	8,103	8,509
5820 - Audit/CPA Costs		12,000	12,600	13,230	13,892	14,586
5825 - DMS Business Services	16,000	98,000	117,600	141,120	169,344	203,213
5830 - Facilities Consultants/Engineering	-	2,500	3,863	6,631	7,512	8,441
5840 - Advertisement	-	7,500	11,588	19,892	22,537	25,324
5850 - Oversight Fee	-	26,469	40,895	70,203	79,540	89,374
5855 - Short-term Interest	-	35,000	54,075	92,829	105,175	118,178
5860 - Bank Fees	-	25,000	38,625	66,306	75,125	84,413
5870 - Livescan (Fingerprinting)	-	2,500	3,863	6,631	7,512	8,441
5880 - Instructional Consultants	-	11,000	16,995	29,175	33,055	37,142
5890 - Other Services	-	12,000	18,540	31,827	36,060	40,518
5900 - Communications (General)	7,500	12,000	18,540	31,827	36,060	40,518
5910 - Telephone	-	8,000	12,360	21,218	24,040	27,012
5930 - Postage	-	2,500	3,863	6,631	7,512	8,441
<b>TTL Services &amp; Operations</b>	<b>69,100</b>	<b>1,019,869</b>	<b>1,187,220</b>	<b>1,475,752</b>	<b>1,615,916</b>	<b>1,767,557</b>
<b>6000 - Capital Outlay</b>						
6900 - Depreciation	-	-	-	-	-	-
<b>TTL Capital Outlay</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>7000 - Other Outgo</b>						
7299 - Other Outgo	-	-	-	-	-	-
<b>TTL Other Outgo</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TTL EXPENDITURES</b>	<b>375,000</b>	<b>3,159,883</b>	<b>4,572,191</b>	<b>7,702,259</b>	<b>8,734,553</b>	<b>9,880,297</b>
<b>Revenues less Expenditures</b>	<b>-</b>	<b>359,012</b>	<b>499,680</b>	<b>1,238,581</b>	<b>1,332,363</b>	<b>1,413,625</b>
<b>Beginning Fund Balance</b>	<b>-</b>	<b>-</b>	<b>359,012</b>	<b>858,693</b>	<b>2,097,273</b>	<b>3,429,636</b>
<b>Net Revenues</b>	<b>-</b>	<b>359,012</b>	<b>499,680</b>	<b>1,238,581</b>	<b>1,332,363</b>	<b>1,413,625</b>
<b>ENDING BALANCE</b>	<b>-</b>	<b>359,012</b>	<b>858,693</b>	<b>2,097,273</b>	<b>3,429,636</b>	<b>4,843,261</b>
<b>ENDING BALANCE AS % OF OUTGO</b>	<b>0.0%</b>	<b>11.36%</b>	<b>18.78%</b>	<b>27.23%</b>	<b>39.27%</b>	<b>49.02%</b>



---

**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
STAFFING ASSUMPTIONS**

---

**Staffing Levels - Rationale/Explanation**

**While we will make every effort to minimize staff turnover, all staff will be "at-will". If pre-enrollments do not indicate capacity enrollment, teaching staff will only be retained at levels sufficient to meet core subject needs, and additional teachers added only as enrollment grows. If enrollment drops thereafter, while every effort will be maintained to provide a stable learning environment, staff reductions will be enacted if needed to maintain fiscal solvency as a result of lower ADA-based revenues.**

Staffing structure and levels are consistent with existing operations to date as well as the general framework outlined in the charter petition narrative. We do not anticipate substantive changes from the general staffing plan outlined in the petition, although total administrative overhead may be reduced from the levels shown here if additional Encore campuses are opened, creating additional economies of scale. In this event, admin costs would be slightly lower than shown here. The final FTE split is subject to change based on workload across all Encore campuses.

Special education services are assumed to be as an LEA under Desert Mountain SELPA. Revenues and expenses are based on DMSELPA estimated funding levels. Encore is currently a DMSELPA LEA.

**Annual Pay Increases - Rationale/Explanation**

We assume two primary factors affecting annual compensation adjustments; (a) the statewide COLA increase, which we plan to use to adjust our salary scales; and (b) the step-and-column adjustments for each staff member. Generally we plan for normal step-and-column increases as well as overall COLA increases to the entire scale based on statewide COLAs and other factors. For this Financial Update, we are assuming an overall COLA increase matching the SSC statewide COLA projections, and an average 2.50% step/column annual increase (taking terms/replacements into account).

**Benefits - Rationale/Explanation**

We are assuming benefits at the following rates:

STRS = 10.73% in 2015-16, increasing thereafter  
PERS = 12.6% in 2015-16, increasing thereafter  
OASDI = 6.20%  
Medicare = 1.45%  
Worker's Comp = 1.75%  
SUI = 0.05%  
Health Care = \$10,000 cap on employer-funded portion

For budget purposes we are assuming all certificated staff are CalSTRS participants and all classified full-time staff are CalPERS-eligible. Beginning in Year 2, some part-time classified staff may pass the 1000-hour CalPERS participation threshold and also become CalPERS participants.

We are assuming benefits for all certificated staff as well as exempt full-time classified staff. Currently we are assuming maintaining the \$10k healthcare contribution indefinitely. Health care costs are projected to increase by 5% annually. All health insurance providers and plans will be selected through competitive bidding and may be modified during the charter renewal term if necessary.

Encore High School for the Arts - Riverside  
 Charter Petition - Financial Projections & Cash Flow  
 PAYROLL & STAFFING DETAIL TABLES

EMPLOYEE POSITIONS AND COST

Classification	JobName	FTE	Gross Pay	All Benefits	Total Cost of Employee
<b>Certified</b>					
	Chief Executive Officer	0.25	31,250.00	6,868.75	38,118.75
	Chief Operations Officer	0.25	27,500.00	6,344.50	33,844.50
	Exec. Officer of Enrollment/Marketing	0.25	23,750.00	5,820.25	29,570.25
	Exec. Officer of Student Affairs	0.25	23,750.00	5,820.25	29,570.25
	Exec. Director of Arts	0.25	23,750.00	5,820.25	29,570.25
	Exec. Director of Academics	0.25	23,750.00	5,820.25	29,570.25
	Exec. Manager of Facilities	0.25	23,750.00	5,820.25	29,570.25
	Exec. Manager Office & Personnel	0.25	23,750.00	5,820.25	29,570.25
	Teachers	14.00	693,000.00	236,881.40	929,881.40
	Dean of Students	1.00	95,000.00	23,281.00	118,281.00
	Asst. Dean of Students	1.00	95,000.00	23,281.00	118,281.00
	Administrative Counselor	1.00	74,000.00	20,345.20	94,345.20
	SPED Inclusion Specialist	1.00	49,500.00	16,920.10	66,420.10
<b>Certified Total</b>		<b>20.00</b>	<b>1,207,750.00</b>	<b>368,843.45</b>	<b>1,576,593.45</b>
<b>Classified</b>					
	SPED Instructional Aide	1.00	35,000.00	17,303.45	52,303.45
	EL Coordinator	1.00	35,000.00	17,303.45	52,303.45
	Records Clerk / Receptionist	1.00	27,500.00	15,738.43	43,238.43
	Classified Instructors (10 @ 0.50 FTE each)	5.00	125,000.00	26,083.75	151,083.75
	Proctors (4 @ 0.50 FTE each)	2.00	70,000.00	14,606.90	84,606.90
<b>Classified Total</b>		<b>10.00</b>	<b>292,500.00</b>	<b>91,035.98</b>	<b>383,535.98</b>
<b>Grand Total</b>		<b>30.00</b>	<b>1,500,250.00</b>	<b>459,879.43</b>	<b>1,960,129.43</b>

**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
STARTUP COSTS**

2014-15 Startup Portion of \$575,000 PCSGP Implementation Grant      \$ 375,000

**Description:**

This is the "Planning Year" portion of the budgeted \$575,000 Public Charter Schools Grant Program Implementation Grant. The remaining \$200,000 will be funded in 2015-16, the School's first year of operation (the \$200k in 2015-16 funding is included in the 2015-16 Budget). The information on this page shows the estimated startup costs of Encore - Riverside that can be acquired with PCSGP funds to enhance Encore's educational program and curriculum.

<b>Startup Expenses - Salaries &amp; Benefits</b>	
<b>1000 Series: Certificated Salaries</b>	<u>\$ 35,000</u>
<b>2000 Series: Classified Salaries</b>	<u>\$ 18,500</u>
<b>3000 Series: Benefits</b>	<u>\$ 12,967</u>
<b>Description:</b>	
Program Development and Curriculum Design during 2014-15 (portion of Encore-Riverside management and other Encore-Riverside staff hired during 2014-15).	

<b>Startup Expenses - Books, Supplies &amp; Materials</b>	
<b>4310 - Instructional Materials</b>	<u>\$ 60,000</u>
<b>Description:</b>	
We are allocating this amount for an additional startup portion of instructional materials, which is intended simply to provide initial one-time classroom items and materials estimated at \$150/ADA. The Year 1-5 budgets contain additional amounts for textbooks and materials.	
<b>4320 - Office Supplies</b>	<u>\$ 14,000</u>
<b>Description:</b>	
This is for initial office supplies and materials during the 2014-15 year, and to prepare for the school's first year. By having the office setup beforehand, volunteers and founding staff will be able to effectively coordinate preparation of the school site. This includes marketing materials such as flyers, etc. to maximize community outreach.	
<b>4400 - Non-Capitalized Equipment</b>	<u>\$ 165,433</u>
<b>Description:</b>	
This is designated for initial admin office equipment, Common Core technology, and furniture and equipment for enhancing Encore-Riverside's educational program.	

<b>Startup Expenses - Services &amp; Operations</b>	
<b>5800 - Educational Support &amp; Services</b>	<u>\$ 27,600</u>
<b>Description:</b>	
This covers Student Information Systems (SIS) and assessment technology acquisition, training, and implementation during the 2014-15 fiscal year	
<b>5810 - Legal (Charter Implementation and Governance Training)</b>	<u>\$ 18,000</u>
<b>5825 - Fiscal Management Training</b>	<u>\$ 16,000</u>
<b>5900 - Communications</b>	<u>\$ 7,500</u>
<b>Description:</b>	
The professional services expense is to cover legal/fiscal training costs prior to July 1, 2015. The communications expense is for website and electronic communications to be translated into Spanish and other languages, and improve community outreach and marketing efforts.	

**Total Startup Portion of PCSGP Grant:**      \$ 375,000

---

# Encore High School for the Arts - Riverside Charter Petition - Financial Projections & Cash Flow FUNDING ASSUMPTIONS

---

## ENROLLMENT/ADA ASSUMPTIONS:

1. By-grade enrollment projections are shown on the Enrollment Assumptions sheet.
3. ADA is assumed at 94.0% of enrollment throughout based on historical averages for 7-12 classroom-based charters of Encore-Riverside's projected size.

## STATE FUNDING ASSUMPTIONS:

1. LCFF funding for 2015-16 and 2016-17 is calculated pursuant to BASC v 15.2.b., assuming Riverside USD as the physical location of Encore's site. Riverside USD ADA is assumed stable for purposes of calculating LCFF base year and gap funding.
2. COLAs and gap rates taken from BASC LCFF calculator through 2016-17, SSC thereafter.
3. No additional Common Core funding assumed.
4. Mandate Block Grant funding is assumed at \$14/ADA for K-8 and \$42/ADA for 9-12.
5. \$51k Clean Energy Jobs Act planning funds assumed in 2016-17.
6. Special Education funding assumes LEA under Desert Mountain Charter SELPA.

## FEDERAL FUNDING ASSUMPTIONS:

1. Title I Funding assumed - LEA Plan will be filed in 2014-15.
2. IDEA SPED funding included in Year 2 on at \$133/prior year ADA.
3. Final \$200k PSCGP Implementation Grant funded in Year 1 (2015-16)
4. NSLP not currently included - may be added if student/parent demand warrants.

## LOCAL FUNDING ASSUMPTIONS:

1. No interest earnings, donations, or contributions assumed until known.



**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
FUNDING CALCULATIONS**

<b>2015-16 (Year 1)</b>			Net State Funding COLA over prior year =	2.190%
<b>GENERAL PURPOSE ENTITLEMENT</b>			<b>TOTALS</b>	
	<b>\$/ADA</b>	<b>ADA</b>	<b>Subtotal</b>	
Total LCFF Funding:	\$ 7,039.66	376.00	\$ 2,646,913	
Estimated Local In-Lieu-Of Tax Portion:	\$ 1,121.34	376.00		\$ 421,624.00
Education Protection Account Portion:	\$ 1,546.06	376.00		581,318.00
Remaining State Aid Portion:	\$ 4,372.27	376.00		1,643,971.00
<b>TOTAL GENERAL PURPOSE ENTITLEMENT</b>			<b>\$ 2,646,913.00</b>	
<b>FEDERAL REVENUES</b>				
Title I Funding			\$ 62,500	
Title II Part A			-	
Title III LEP			-	
<b>Total Federal Title I-III Funding:</b>				<b>62,500.00</b>
<u>Other Federal Revenues</u>				
PCSGP Startup/Implementation Grant			\$ 200,000.00	
Federal IDEA (Desert Mountain Charter SELPA)			-	
Other Federal Revenue			-	
<b>Total Other Federal Revenues:</b>				<b>200,000.00</b>
<b>TOTAL FEDERAL REVENUES</b>			<b>\$ 262,500.00</b>	
<b>OTHER STATE REVENUES</b>				
Non-Prop 20 Lottery (not rec'd until Year 2)	\$ 128.00	393	50,304.00	
Prop 20 Lottery (not rec'd until Year 2)	34.00	393	13,362.00	
				<b>63,666.00</b>
<u>Additional Other State Revenues</u>				
Mandate Block Grant			7,896.00	
Facility Grant Program (lesser of 75% or \$750/ADA)			282,000.00	
State Special Education (AB602 - Desert Mountain Charter SELPA)			197,400.00	
SPED Mental Health (all tiers)			7,520.00	
Prior Year Corrections/Adjustments			-	
Prop 39 Energy Planning Funds (one-time)			51,000.00	
<b>Total Additional Other State Revenues:</b>				<b>545,816.00</b>
<b>TOTAL OTHER STATE REVENUES</b>			<b>\$ 609,482.00</b>	
<b>OTHER LOCAL REVENUES</b>				
Interest Earnings:				\$ -
<u>Additional Other Local Revenues</u>				
Local Donations/Contributions			\$ -	
Other Local Revenues			-	
<b>Total Additional Other Local Revenues:</b>				<b>-</b>
<b>TOTAL OTHER LOCAL REVENUES</b>			<b>\$ -</b>	
<b>TOTAL REVENUES</b>			<b>\$ 3,518,895.00</b>	

**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
FUNDING CALCULATIONS**

<b>2016-17 (Year 2)</b>	Net State Funding COLA over prior year =	2.14%
<b>GENERAL PURPOSE ENTITLEMENT</b>		<b>TOTALS</b>
	<u>\$/ADA</u> <u>ADA</u> <u>Subtotal</u>	
Total LCFF Funding:	\$ 7,256.92      564.00      \$ 4,092,905	
Estimated Local In-Lieu-Of Tax Portion:	\$ 1,121.34      564.00	\$ 632,436.00
Education Protection Account Portion:	\$ 1,593.77      564.00	898,888.00
Remaining State Aid Portion:	\$ 4,541.81      564.00	2,561,581.00
<b>TOTAL GENERAL PURPOSE ENTITLEMENT</b>		<b>\$ 4,092,905.00</b>
<b>FEDERAL REVENUES</b>		
Title I Funding	\$ 90,000	
Title II Part A	-	
Title III LEP	-	
<b>Total Federal Title I-III Funding:</b>		<b>90,000.00</b>
<b>Other Federal Revenues</b>		
PCSGP Startup/Implementation Grant	\$ -	
Federal IDEA (Desert Mountain Charter SELPA)	50,008.00	
Other Federal Revenue	-	
<b>Total Other Federal Revenues:</b>		<b>50,008.00</b>
<b>TOTAL FEDERAL REVENUES</b>		<b>\$ 140,008.00</b>
<b>OTHER STATE REVENUES</b>		
Non-Prop 20 Lottery	\$ 128.00      589      75,392.00	
Prop 20 Lottery	34.00      589      20,026.00	
		<b>95,418.00</b>
<b>Additional Other State Revenues</b>		
Mandate Block Grant	13,160.00	
Facility Grant Program (lesser of 75% or \$750/ADA)	423,000.00	
State Special Education (AB602 - Desert Mountain Charter SELPA)	296,100.00	
SPED Mental Health (all tiers)	11,280.00	
Prior Year Corrections/Adjustments	-	
Other State Revenues	-	
<b>Total Additional Other State Revenues:</b>		<b>743,540.00</b>
<b>TOTAL OTHER STATE REVENUES</b>		<b>\$ 838,958.00</b>
<b>OTHER LOCAL REVENUES</b>		
Interest Earnings:		\$ -
<b>Additional Other Local Revenues</b>		
Local Donations/Contributions	\$ -	
Other Local Revenues	-	
<b>Total Additional Other Local Revenues:</b>		<b>-</b>
<b>TOTAL OTHER LOCAL REVENUES</b>		<b>\$ -</b>
<b>TOTAL REVENUES</b>		<b>\$ 5,071,871.00</b>

**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
FUNDING CALCULATIONS**

<b>2017-18 (Year 3)</b>	Net State Funding COLA over prior year =	2.50%
<b>GENERAL PURPOSE ENTITLEMENT</b>		<b>TOTALS</b>
	<u>\$/ADA</u> <u>ADA</u> <u>Subtotal</u>	
Total LCFF Funding:	\$ 8,016.01      940.00      \$ 7,535,048	
Estimated Local In-Lieu-Of Tax Portion:	\$ 1,121.34      940.00	\$ 1,054,060.00
Education Protection Account Portion:	\$ 1,760.48      940.00	1,654,855.00
Remaining State Aid Portion:	\$ 5,134.19      940.00	4,826,133.00
<b>TOTAL GENERAL PURPOSE ENTITLEMENT</b>		<b>\$ 7,535,048.00</b>
<b>FEDERAL REVENUES</b>		
Title I Funding	\$ 150,000	
Title II Part A	-	
Title III LEP	-	
<b>Total Federal Title I-III Funding:</b>		<b>150,000.00</b>
<b>Other Federal Revenues</b>		
PCSGP Startup/Implementation Grant	\$ -	
Federal IDEA (Desert Mountain Charter SELPA)	75,012.00	
Other Federal Revenue	-	
<b>Total Other Federal Revenues:</b>		<b>75,012.00</b>
<b>TOTAL FEDERAL REVENUES</b>		<b>\$ 225,012.00</b>
<b>OTHER STATE REVENUES</b>		
Non-Prop 20 Lottery	\$ 128.00      982      98,977.94	
Prop 20 Lottery	34.00      982      23,566.18	
<b>Additional Other State Revenues</b>		
Mandate Block Grant	25,004.00	
Facility Grant Program (lesser of 75% or \$750/ADA)	520,931.25	
State Special Education (AB602 - Desert Mountain Charter SELPA)	493,500.00	
SPED Mental Health (all tiers)	18,800.00	
Prior Year Corrections/Adjustments	-	
Other State Revenues	-	
<b>Total Additional Other State Revenues:</b>		<b>1,058,235.25</b>
<b>TOTAL OTHER STATE REVENUES</b>		<b>\$ 1,180,779.37</b>
<b>OTHER LOCAL REVENUES</b>		
Interest Earnings:		\$ -
<b>Additional Other Local Revenues</b>		
Local Donations/Contributions	\$ -	
Other Local Revenues	-	
<b>Total Additional Other Local Revenues:</b>		<b>-</b>
<b>TOTAL OTHER LOCAL REVENUES</b>		<b>\$ -</b>
<b>TOTAL REVENUES</b>		<b>\$ 8,940,839.37</b>



**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
FUNDING CALCULATIONS**

<b>2018-19 (Year 4)</b>	Net State Funding COLA over prior year =	2.60%
<b>GENERAL PURPOSE ENTITLEMENT</b>		<b>TOTALS</b>
	\$/ <u>ADA</u> <u>ADA</u> \$ <u>Subtotal</u>	
Total LCFF Funding:	\$ 8,188.03      1,034.00      \$ 8,466,424	
Estimated Local In-Lieu-Of Tax Portion:	\$ 1,121.34      1,034.00	\$ 1,159,466.00
Education Protection Account Portion:	\$ 1,798.26      1,034.00	1,859,404.00
Remaining State Aid Portion:	\$ 5,268.43      1,034.00	5,447,554.00
<b>TOTAL GENERAL PURPOSE ENTITLEMENT</b>		<b>\$ 8,466,424.00</b>
<b>FEDERAL REVENUES</b>		
Title I Funding	\$ 165,000	
Title II Part A	-	
Title III LEP	-	
<b>Total Federal Title I-III Funding:</b>		<b>165,000.00</b>
<b>Other Federal Revenues</b>		
PCSGP Startup/Implementation Grant	\$ -	
Federal IDEA (Desert Mountain Charter SELPA)	125,020.00	
Other Federal Revenue	-	
<b>Total Other Federal Revenues:</b>		<b>125,020.00</b>
<b>TOTAL FEDERAL REVENUES</b>		<b>\$ 290,020.00</b>
<b>OTHER STATE REVENUES</b>		
Non-Prop 20 Lottery	\$ 128.00      1,080      138,240.00	
Prop 20 Lottery	34.00      1,080      36,720.00	
		<b>174,960.00</b>
<b>Additional Other State Revenues</b>		
Mandate Block Grant	25,004.00	
Facility Grant Program (lesser of 75% or \$750/ADA)	546,977.81	
State Special Education (AB602 - Desert Mountain Charter SELPA)	542,850.00	
SPED Mental Health (all tiers)	20,680.00	
Prior Year Corrections/Adjustments	-	
Other State Revenues	-	
<b>Total Additional Other State Revenues:</b>		<b>1,135,511.81</b>
<b>TOTAL OTHER STATE REVENUES</b>		<b>\$ 1,310,471.81</b>
<b>OTHER LOCAL REVENUES</b>		
Interest Earnings:		\$ -
<b>Additional Other Local Revenues</b>		
Local Donations/Contributions	\$ -	
Other Local Revenues	-	
<b>Total Additional Other Local Revenues:</b>		<b>-</b>
<b>TOTAL OTHER LOCAL REVENUES</b>		<b>\$ -</b>
<b>TOTAL REVENUES</b>		<b>\$ 10,066,915.81</b>

**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
FUNDING CALCULATIONS**

<b>2019-20 (Year 5)</b>	Net State Funding COLA over prior year =			2.60%
<b>GENERAL PURPOSE ENTITLEMENT</b>				<b>TOTALS</b>
	<u>\$/ADA</u>	<u>ADA</u>	<u>Subtotal</u>	
Total LCFF Funding:	\$ 8,485.35	1,128.00	\$ 9,571,473	
Estimated Local In-Lieu-Of Tax Portion:	\$ 1,121.34	1,128.00		\$ 1,264,872.00
Education Protection Account Portion:	\$ 1,543.51	1,128.00		1,741,080.00
Remaining State Aid Portion:	\$ 5,820.50	1,128.00		6,565,521.00
<b>TOTAL GENERAL PURPOSE ENTITLEMENT</b>				<b>\$ 9,571,473.00</b>
<b>FEDERAL REVENUES</b>				
Title I Funding			\$ 180,000	
Title II Part A			-	
Title III LEP			-	
<b>Total Federal Title I-III Funding:</b>				<b>180,000.00</b>
<b>Other Federal Revenues</b>				
PCSGP Startup/Implementation Grant			\$ -	
Federal IDEA (Desert Mountain Charter SELPA)			137,522.00	
Other Federal Revenue			-	
<b>Total Other Federal Revenues:</b>				<b>137,522.00</b>
<b>TOTAL FEDERAL REVENUES</b>				<b>\$ 317,522.00</b>
<b>OTHER STATE REVENUES</b>				
Non-Prop 20 Lottery	\$ 128.00	1,178	150,784.00	
Prop 20 Lottery	34.00	1,178	40,052.00	
				<b>190,836.00</b>
<b>Additional Other State Revenues</b>				
Mandate Block Grant			25,004.00	
Facility Grant Program (lesser of 75% or \$750/ADA)			574,326.70	
State Special Education (AB602 - Desert Mountain Charter SELPA)			592,200.00	
SPED Mental Health (all tiers)			22,560.00	
Prior Year Corrections/Adjustments			-	
Other State Revenues			-	
<b>Total Additional Other State Revenues:</b>				<b>1,214,090.70</b>
<b>TOTAL OTHER STATE REVENUES</b>				<b>\$ 1,404,926.70</b>
<b>OTHER LOCAL REVENUES</b>				
Interest Earnings:				\$ -
<b>Additional Other Local Revenues</b>				
Local Donations/Contributions			\$ -	
Other Local Revenues			-	
<b>Total Additional Other Local Revenues:</b>				<b>-</b>
<b>TOTAL OTHER LOCAL REVENUES</b>				<b>\$ -</b>
<b>TOTAL REVENUES</b>				<b>\$ 11,293,921.70</b>

**Encore High School for the Arts - Riverside**  
**Charter Petition - Financial Projections & Cash Flow**  
**LOCAL CONTROL FUNDING FORMULA CALCULATOR (2015-16)**

**STEP 1: Calculate LCFF Floor (Using Authorizer Funding Amounts)**

2014-15 Actual Funding Per ADA (estimated): \$ 6,891.23

**Step 2: Calculate LCFF Target Amount:**

2015-16 Projected Enrollment: 400  
 2015-16 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students: 285  
 2015-16 Unduplicated Count as % of Enrollment (i.e. "Unduplicated %"): 71.25%  
 Hemet USD Unduplicated Percentage: 66.37%

	2015-16 ADA	Base Grant (\$/ADA)	Base Grant (Total \$)	Supp. Grant (Total \$)	Conc. Grant (Total \$)	Total Target Amount (\$)
2015-16 K-3 ADA:	-	7,676	-	-	-	-
2015-16 4-6 ADA:	-	7,056	-	-	-	-
2015-16 7-8 ADA:	282.00	7,266	2,049,012	-	-	2,049,012
2015-16 9-12 ADA:	94.00	8,638	811,972	-	-	811,972
<b>Totals:</b>	<b>376.00</b>		<b>2,860,984</b>	<b>-</b>	<b>-</b>	<b>2,860,984</b>

LCFF Target: \$ 2,860,984  
 2015-16 P-2 ADA: divided by 376.00  
 LCFF Target Per ADA: \$ 7,609.00  
 LCFF Base Grant + Add-On Only Per ADA: \$ 7,609.00

**Step 3: Calculate Current Year LCFF Funding:**

LCFF Target: \$ 2,860,984  
 less: Updated Start Point (2014-15 Actual Funding Per ADA x 2015-16 ADA): (2,591,102)  
 Prior Year Gap per ADA x 2015-16 ADA: -  
**Total Difference:** **\$ 269,882**  
  
 Percentage of Gap Covered in 2015-16: 20.680%  
 Dollar Amount of 2015-16 Gap Coverage: \$ 55,811  
  
 Total 2015-16 LCFF Funding (2014-15 Base Amount + Gap Coverage): \$ 2,646,913  
 Total 2015-16 LCFF Funding Per 2015-16 ADA: \$ 7,039.66  
  
 % Change in \$/ADA Funding from 2014-15 to 2015-16: 2.154%

**Encore High School for the Arts - Riverside**  
**Charter Petition - Financial Projections & Cash Flow**  
**LOCAL CONTROL FUNDING FORMULA CALCULATOR (2016-17)**

**STEP 1: Calculate Start Point (2014-15 Actual Funding)**

2014-15 Actual Funding Per ADA (estimated): \$ 6,891.23

**Step 2: Calculate LCFF Target Amount:**

2016-17 Projected Enrollment: 600  
 2016-17 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students: 428  
 2016-17 Unduplicated % (13-14 + 14-15 Enrollment / 13-14 + 14-15 UC):: 71.30%  
 Hemet USD Unduplicated Percentage: 66.37%

	2016-17 ADA	Base Grant (\$/ADA)	Base Grant (Total \$)	Supp. Grant (Total \$)	Conc. Grant (Total \$)	Total Target Amount (\$)
2016-17 K-3 ADA:	-	7,844	-	-	-	-
2016-17 4-6 ADA:	-	7,211	-	-	-	-
2016-17 7-8 ADA:	376.00	7,425	2,791,800	-	-	2,791,800
2016-17 9-12 ADA	188.00	8,827	1,659,476	-	-	1,659,476
<b>Totals:</b>	<b>564.00</b>		<b>4,451,276</b>	<b>-</b>	<b>-</b>	<b>4,451,276</b>

LCFF Target: \$ 4,451,276  
 2016-17 P-2 ADA: divided by 564.00  
 LCFF Target Per ADA: \$ 7,892.33  
 LCFF Base Grant + Add-On Only Per ADA: \$ 7,892.33

**Step 3: Calculate Current Year LCFF Funding:**

LCFF Target: \$ 4,451,276  
 Starting Amount (2014-15 Actual Funding Per ADA x 2016-17 ADA): (3,886,654)  
 Prior Year Gap per ADA x 2016-17 ADA: (83,717)  
**Total Revised Gap Amount:** **\$ 480,906**  
  
 Percentage of Gap Covered in 2016-17: 25.480%  
 Dollar Amount of 2016-17 Gap Coverage: \$ 122,535  
  
**Total 2016-17 LCFF Funding (2015-16 Funding + 16-17 Gap Coverage):** **\$ 4,092,905**  
**Total 2016-17 LCFF Funding Per 2016-17 ADA:** **\$ 7,256.92**  
  
**% Change in \$/ADA Funding from 2015-16 to 2016-17:** **3.086%**

**Encore High School for the Arts - Riverside**  
**Charter Petition - Financial Projections & Cash Flow**  
**LOCAL CONTROL FUNDING FORMULA CALCULATOR (2017-18)**

**STEP 1: Calculate Start Point (2014-15 Actual Funding)**

2014-15 Actual Funding Per ADA (estimated): **\$ 6,891.23**

**Step 2: Calculate LCFF Target Amount:**

2017-18 Projected Enrollment: 1,000  
 2017-18 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students: 713  
 2017-18 Unduplicated % (13-14, 14-15 & 15-16 Enrollment / 13-14, 14-15 & 15-16 UC):: 71.30%  
 Hemet USD Unduplicated Percentage: 66.37%

	2017-18 ADA	Base Grant (\$/ADA)	Base Grant (Total \$)	Supp. Grant (Total \$)	Conc. Grant (Total \$)	Total Target Amount (\$)
2017-18 K-3 ADA:	-	8,012	-	-	-	-
2017-18 4-6 ADA:	-	7,365	-	-	-	-
2017-18 7-8 ADA:	517.00	7,584	3,920,928	-	-	3,920,928
2017-18 9-12 ADA:	423.00	9,016	3,813,768	-	-	3,813,768
<b>Totals:</b>	<b>940.00</b>		<b>7,734,696</b>	<b>-</b>	<b>-</b>	<b>7,734,696</b>

LCFF Target: **\$ 7,734,696**  
 2017-18 P-2 ADA: divided by **940.00**  
 LCFF Target Per ADA: **\$ 8,228.40**  
 LCFF Base Grant + Add-On Only Per ADA: **\$ 8,228.40**

**Step 3: Calculate Current Year LCFF Funding:**

LCFF Target: **\$ 7,734,696**  
 Starting Amount (2014-15 Actual Funding Per ADA x 2017-18 ADA): **(7,105,733)**  
 Prior Year Gaps per ADA x 2017-18 ADA: **(343,753)**  
**Total Revised Gap Amount:** **\$ 285,211**  
  
 Percentage of Gap Covered in 2017-18: **30.000%**  
 Dollar Amount of 2017-18 Gap Coverage: **\$ 85,563**  
  
**Total 2017-18 LCFF Funding (2016-17 Funding + 17-18 Gap Coverage):** **\$ 7,535,048**  
**Total 2017-18 LCFF Funding Per 2017-18 ADA:** **\$ 8,016.01**  
  
**% Change in \$/ADA Funding from 2016-17 to 2017-18:** **10.460%**



**Encore High School for the Arts - Riverside**  
**Charter Petition - Financial Projections & Cash Flow**  
**LOCAL CONTROL FUNDING FORMULA CALCULATOR (2018-19)**

**STEP 1: Calculate Start Point (2014-15 Actual Funding)**

2014-15 Actual Funding Per ADA (estimated): \$ 6,891.23

**Step 2: Calculate LCFF Target Amount:**

2018-19 Projected Enrollment: 1,100  
 2018-19 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students: 784  
 2018-19 Unduplicated % (14-15,15-16 & 16-17 Enrollment / 14-15, 15-16 & 16-17 UC): 71.30%  
 Local District Unduplicated %: 66.37%

	2018-19 ADA	Base Grant (\$/ADA)	Base Grant (Total \$)	Supp. Grant (Total \$)	Conc. Grant (Total \$)	Total Target Amount (\$)
2018-19 K-3 ADA:	-	8,212	-	-	-	-
2018-19 4-6 ADA:	-	7,549	-	-	-	-
2018-19 7-8 ADA:	517.00	7,774	4,019,158	-	-	4,019,158
2018-19 9-12 ADA:	517.00	9,241	4,777,597	-	-	4,777,597
<b>Totals:</b>	<b>1,034.00</b>		<b>8,796,755</b>	<b>-</b>	<b>-</b>	<b>8,796,755</b>

LCFF Target: \$ 8,796,755  
 2018-19 P-2 ADA: divided by 1,034.00  
 LCFF Target Per ADA: \$ 8,507.50  
 LCFF Base Grant + Add-On Only Per ADA: \$ 8,507.50

**Step 3: Calculate Current Year LCFF Funding:**

LCFF Target: \$ 8,796,755  
 Starting Amount (2014-15 Actual Funding Per ADA x 2018-19 ADA): (7,816,306)  
 Prior Year Gaps per ADA x 2018-19 ADA: (472,247)  
**Total Revised Gap Amount:** **\$ 508,202**

Percentage of Gap Covered in 2018-19: 35.000%  
 Dollar Amount of 2018-19 Gap Coverage: \$ 177,871

**Total 2018-19 LCFF Funding (2017-18 Funding + 18-19 Gap Coverage):** **\$ 8,466,424**  
**Total 2018-19 LCFF Funding Per 2018-19 ADA:** **\$ 8,188.03**

**% Change in \$/ADA Funding from 2017-18 to 2018-19:** **2.146%**

**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
LOCAL CONTROL FUNDING FORMULA CALCULATOR (2019-20)**

**STEP 1: Calculate Start Point (2014-15 Actual Funding)**

2014-15 Actual Funding Per ADA (estimated): **\$ 6,891.23**

**Step 2: Calculate LCFF Target Amount:**

2019-20 Projected Enrollment: 1,200  
 2019-20 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students: 856  
 2019-20 Unduplicated % (15-16, 16-17 & 17-18 Enrollment / 15-16, 16-17 & 17-18 UC): 71.30%  
 Local District Unduplicated %: 66.37%

	2019-20 ADA	Base Grant (\$/ADA)	Base Grant (Total \$)	Supp. Grant (Total \$)	Conc. Grant (Total \$)	Total Target Amount (\$)
2019-20 K-3 ADA:	-	8,417	-	-	-	-
2019-20 4-6 ADA:	-	7,738	-	-	-	-
2019-20 7-8 ADA:	517.00	7,968	4,119,456	-	-	4,119,456
2019-20 9-12 ADA:	611.00	9,472	5,787,392	-	-	5,787,392
<b>Totals:</b>	<b>1,128.00</b>		<b>9,906,848</b>	<b>-</b>	<b>-</b>	<b>9,906,848</b>

LCFF Target: **\$ 9,906,848**  
 2019-20 P-2 ADA: divided by **1,128.00**  
 LCFF Target Per ADA: **\$ 8,782.67**  
 LCFF Base Grant + Add-On Only Per ADA: **\$ 8,782.67**

**Step 3: Calculate Current Year LCFF Funding:**

LCFF Target: **\$ 9,906,848**  
 Starting Amount (2014-15 Actual Funding Per ADA x 2019-20 ADA): **(8,526,879)**  
 Prior Year Gaps per ADA x 2019-20 ADA: **(709,220)**  
**Total Revised Gap Amount:** **\$ 670,749**  
  
 Percentage of Gap Covered in 2019-20: **50.000%**  
 Dollar Amount of 2019-20 Gap Coverage: **\$ 335,375**  
  
**Total 2019-20 LCFF Funding (2018-19 Funding + 19-20 Gap Coverage):** **\$ 9,571,473**  
**Total 2019-20 LCFF Funding Per 2019-20 ADA:** **\$ 8,485.35**  
  
**% Change in \$/ADA Funding from 2018-19 to 2019-20:** **3.631%**

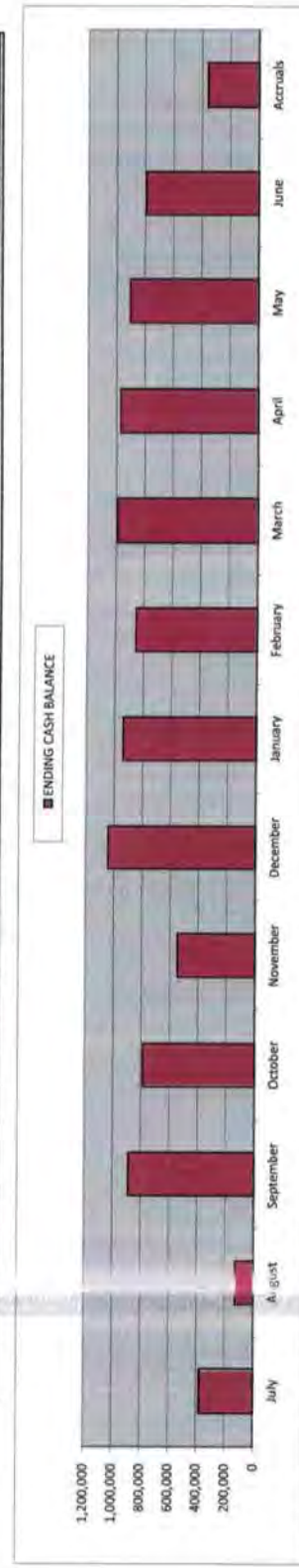


**Encore High School for the Arts - Riverside  
ENROLLMENT AND A.D.A. ASSUMPTIONS**

ADA Ratio:	2015-16		2016-17		2017-18		2018-19		2019-20	
	ENROLLED	ADA	ENROLLED	ADA	ENROLLED	ADA	ENROLLED	ADA	ENROLLED	ADA
<b>94.00%</b>										
Total K-3 Enrollment	0	-	0	-	0	-	0	-	0	-
Total 4-6 Enrollment	0	-	0	-	0	-	0	-	0	-
Total 7-8 Enrollment	300	282.00	400	376.00	550	517.00	550	517.00	550	517.00
Total 9-12 Enrollment	100	94.00	200	188.00	450	423.00	550	517.00	650	611.00
<b>TTL Enrollment/ADA</b>	<b>400</b>	<b>376.00</b>	<b>600</b>	<b>564.00</b>	<b>1000</b>	<b>940.00</b>	<b>1100</b>	<b>1,034.00</b>	<b>1200</b>	<b>1,128.00</b>
TTL Grade 7 Enrollment	200	188.00	200	188.00	300	282.00	300	282.00	300	282.00
TTL Grade 8 Enrollment	100	94.00	200	188.00	250	235.00	250	235.00	250	235.00
TTL Grade 9 Enrollment	100	94.00	100	94.00	225	211.50	225	211.50	225	211.50
TTL Grade 10 Enrollment	0	-	100	94.00	150	141.00	150	141.00	200	188.00
TTL Grade 11 Enrollment	0	-	0	-	75	70.50	100	94.00	125	117.50
TTL Grade 12 Enrollment	0	-	0	-		-	75	70.50	100	94.00
<b>TOTAL:</b>	<b>400</b>	<b>376.00</b>	<b>600</b>	<b>564.00</b>	<b>1000</b>	<b>940.00</b>	<b>1100</b>	<b>1,034.00</b>	<b>1200</b>	<b>1,128.00</b>

**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
2015-16 Projected Monthly Cash Flow Statement**

Description	2015-16 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
<b>BEGINNING CASH</b>		0													0
<b>CASH INFLOWS</b>															
<b>REVENUES</b>															
General Purpose Block Grant	1,643,971	-	-	608,269	-	-	443,872	-	118,366	118,366	118,366	118,366	-	118,366	1,643,971
Education Protection Account	581,318	-	-	145,330	-	-	145,330	-	-	-	-	-	145,330	-	581,318
In-Lieu-Of Property Taxes	421,624	-	-	-	101,190	-	-	101,190	-	75,081	36,541	36,541	36,541	36,541	421,624
Federal Revenues	262,500	-	-	55,000	50,000	10,000	10,000	50,000	10,000	10,000	40,000	10,000	10,000	7,500	262,500
Lottery Revenues	63,666	-	-	-	-	-	-	-	39,299	-	-	-	-	63,666	63,666
Other State Revenues	545,816	-	-	201,952	-	-	147,370	-	39,299	39,299	39,299	39,299	-	39,299	545,816
Other Local Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable (net change)	-	500,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Loan Proceeds and other Cash Inflows*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TTL CASH INFLOWS</b>	<b>3,518,895</b>	<b>500,000</b>	<b>1,010,551</b>	<b>1,010,551</b>	<b>151,190</b>	<b>10,000</b>	<b>746,572</b>	<b>151,190</b>	<b>167,665</b>	<b>386,076</b>	<b>234,205</b>	<b>204,205</b>	<b>191,870</b>	<b>265,371</b>	<b>4,018,895</b>
<b>CASH OUTFLOWS</b>															
<b>EXPENDITURES</b>															
All Certificated Salaries	1,207,750	8,989	100,646	100,646	100,646	100,646	100,646	100,646	100,646	100,646	100,646	100,646	100,646	91,657	1,207,750
All Classified Salaries	292,500	25,000	24,375	24,375	24,375	24,375	24,375	24,375	24,375	24,375	24,375	24,375	24,375	(625)	292,500
All Benefits	459,879	10,415	38,323	38,323	38,323	38,323	38,323	38,323	38,323	38,323	38,323	38,323	38,323	27,904	459,879
All Materials & Supplies	179,884	-	12,849	12,849	12,849	12,849	12,849	12,849	12,849	12,849	12,849	12,849	12,849	(33,157)	179,884
All Services and Operations	1,019,869	76,425	75,546	75,546	75,546	75,546	75,546	75,546	75,546	75,546	75,546	75,546	75,546	112,440	1,019,869
All Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Payables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Asset Acquisitions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loan Repayment and Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TTL CASH OUTFLOWS</b>	<b>3,159,883</b>	<b>120,833</b>	<b>251,739</b>	<b>251,739</b>	<b>251,739</b>	<b>251,739</b>	<b>251,739</b>	<b>251,739</b>	<b>251,739</b>	<b>251,739</b>	<b>251,739</b>	<b>274,609</b>	<b>300,572</b>	<b>698,219</b>	<b>3,659,883</b>
<b>NET INFLOWS/OUTFLOWS</b>	<b>359,012</b>	<b>379,167</b>	<b>(251,739)</b>	<b>758,812</b>	<b>(100,549)</b>	<b>(241,739)</b>	<b>494,833</b>	<b>(100,549)</b>	<b>(84,074)</b>	<b>134,337</b>	<b>(17,533)</b>	<b>(70,404)</b>	<b>(108,702)</b>	<b>(432,848)</b>	<b>500,000</b>
<b>ENDING CASH BALANCE</b>		<b>379,167</b>	<b>127,428</b>	<b>886,240</b>	<b>785,691</b>	<b>543,952</b>	<b>1,036,785</b>	<b>938,236</b>	<b>854,162</b>	<b>988,499</b>	<b>970,966</b>	<b>900,562</b>	<b>791,860</b>	<b>359,012</b>	

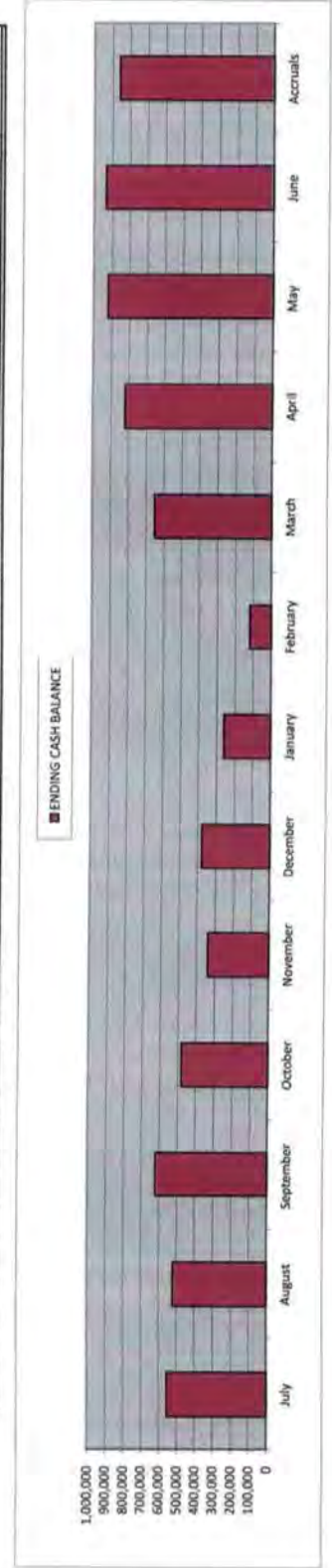


EEC has an established track record of RANs issuance and has issued and repaid RANs each year since inception.



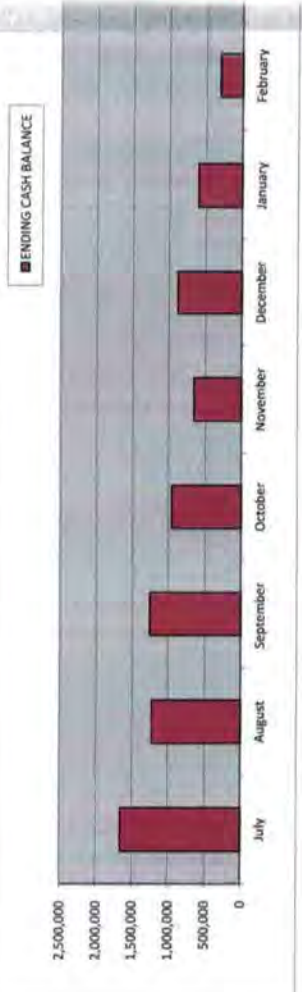
**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
2016-17 Projected Monthly Cash Flow Statement**

Description	2016-17 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
<b>BEGINNING CASH</b>		791,860	554,431	520,008	620,719	479,575	338,431	377,619	260,329	119,185	649,518	819,941	921,176	934,631	791,860
<b>CASH INFLOWS</b>															
<b>REVENUES</b>															
General Purpose Block Grant	2,561,581	-	82,199	82,199	147,957	147,957	147,957	147,957	147,957	331,479	331,479	331,479	-	662,959	2,561,581
Education Protection Account	898,888	-	-	145,330	-	-	145,330	-	-	304,115	304,115	-	304,115	-	898,888
In-Lieu-Of Property Taxes	632,436	-	25,297	50,595	33,730	33,730	33,730	33,730	33,730	129,298	64,649	64,649	64,649	64,649	632,436
Federal Revenues	140,008	-	-	17,501	-	-	35,002	-	-	35,002	20,001	20,001	-	12,501	140,008
Lottery Revenues	95,418	-	-	23,859	-	-	42,947	23,855	-	23,855	23,855	-	-	47,709	95,418
Other State Revenues	743,540	-	23,859	23,859	42,947	42,947	42,947	42,947	42,947	96,217	96,217	96,217	-	192,434	743,540
Other Local Revenues		-	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Receivable (net change)		118,366	-	147,005	-	-	-	-	-	-	-	-	-	-	265,371
Loan Proceeds and other Cash Inflows		-	700,000	-	-	-	-	-	-	-	-	-	-	-	700,000
<b>TTL CASH INFLOWS</b>	<b>5,071,871</b>	<b>118,366</b>	<b>831,355</b>	<b>466,489</b>	<b>224,634</b>	<b>224,634</b>	<b>404,966</b>	<b>248,489</b>	<b>224,634</b>	<b>896,111</b>	<b>536,201</b>	<b>512,347</b>	<b>368,764</b>	<b>980,252</b>	<b>6,037,242</b>
<b>CASH OUTFLOWS</b>															
<b>EXPENDITURES</b>															
All Certificated Salaries	1,865,974	13,688	155,498	155,498	155,498	155,498	155,498	155,498	155,498	155,498	155,498	155,498	155,498	141,610	1,865,974
All Classified Salaries	451,913	38,625	37,659	37,659	37,659	37,659	37,659	37,659	37,659	37,659	37,659	37,659	37,659	(966)	451,913
All Benefits	710,514	16,097	59,209	59,209	59,209	59,209	59,209	59,209	59,209	59,209	59,209	59,209	59,209	43,112	710,514
All Materials & Supplies	356,571	-	25,469	25,469	25,469	25,469	25,469	25,469	25,469	25,469	25,469	25,469	15,000	41,544	356,571
All Services and Operations	1,187,220	88,966	87,942	87,942	87,942	87,942	87,942	87,942	87,942	87,942	87,942	87,942	87,942	130,890	1,187,220
All Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Payables	-	198,219	-	-	-	-	-	-	-	-	-	-	-	-	198,219
Fixed Asset Acquisitions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loan Repayment and Other Outflows	-	-	500,000	-	-	-	-	-	-	-	-	-	-	700,000	1,200,000
<b>TTL CASH OUTFLOWS</b>	<b>4,572,191</b>	<b>355,795</b>	<b>865,778</b>	<b>365,778</b>	<b>365,778</b>	<b>365,778</b>	<b>365,778</b>	<b>365,778</b>	<b>365,778</b>	<b>365,778</b>	<b>365,778</b>	<b>411,112</b>	<b>355,309</b>	<b>1,056,190</b>	<b>5,970,410</b>
<b>NET INFLOWS/OUTFLOWS</b>	<b>499,680</b>	<b>(237,429)</b>	<b>(34,423)</b>	<b>100,711</b>	<b>(141,144)</b>	<b>(141,144)</b>	<b>39,188</b>	<b>(117,289)</b>	<b>(141,144)</b>	<b>530,333</b>	<b>170,423</b>	<b>101,235</b>	<b>13,455</b>	<b>(75,938)</b>	
<b>ENDING CASH BALANCE</b>		554,431	520,008	620,719	479,575	338,431	377,619	260,329	119,185	649,518	819,941	921,176	934,631	858,693	



**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
2016-17 Projected Monthly Cash Flow Statement**

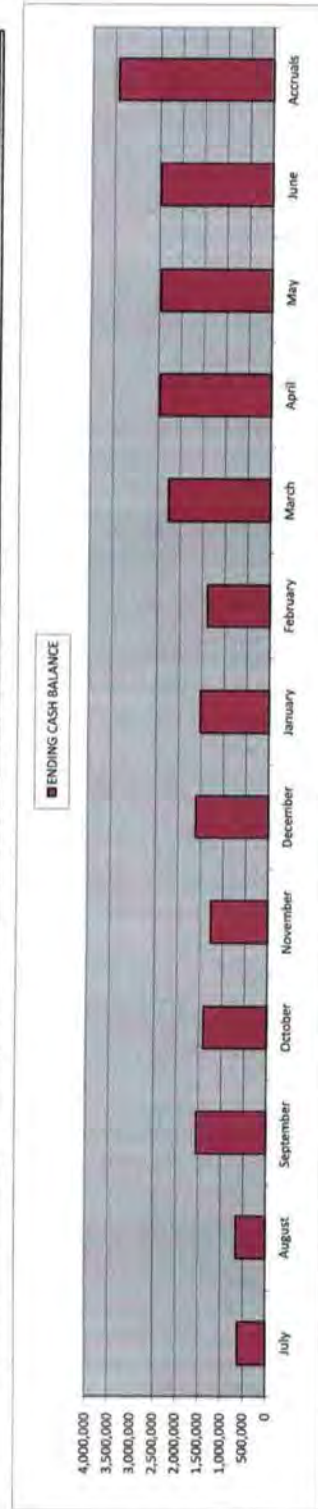
Description	2016-17 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Ac accruals	Total For Year
<b>BEGINNING CASH</b>		934,631	1,657,317	1,223,143	1,256,016	955,205	654,394	874,687	604,512	1,701	1,210,050	1,625,430	1,876,083	1,788,911	934,631
<b>CASH INFLOWS</b>															
REVENUES															
General Purpose Block Grant	4,826,133	-	128,079	126,079	230,542	230,542	230,542	230,542	230,542	230,542	683,453	683,453	-	1,366,905	4,826,133
Education Protection Account	1,654,855	-	-	464,851	-	-	464,851	-	-	-	-	-	362,577	-	1,654,855
In-Lieu-Of Property Taxes	1,054,060	-	25,297	50,595	33,730	33,730	33,730	33,730	33,730	33,730	134,920	134,920	134,920	134,920	1,054,060
Federal Revenues	225,012	-	-	28,127	-	-	56,253	-	-	-	32,145	32,145	-	20,090	225,012
Lottery Revenues	122,544	-	-	-	50,551	50,551	50,551	50,551	50,551	-	30,636	149,862	-	61,272	122,544
Other State Revenues	1,058,235	-	28,084	28,084	-	-	-	-	-	-	-	-	-	299,724	1,058,235
Other Local Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable (net change)	-	331,479	-	648,773	-	-	-	-	-	-	-	-	-	-	980,252
Loan Proceeds and other Cash Inflows	-	1,000,000	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000
<b>TTL CASH INFLOWS</b>	<b>8,940,839</b>	<b>1,331,479</b>	<b>181,461</b>	<b>1,348,508</b>	<b>314,824</b>	<b>314,824</b>	<b>835,928</b>	<b>345,460</b>	<b>314,824</b>	<b>984</b>	<b>1,031,015</b>	<b>1,000,379</b>	<b>497,496</b>	<b>1,882,911</b>	<b>10,921,091</b>
<b>CASH OUTFLOWS</b>															
EXPENDITURES															
All Certificated Salaries	2,894,296	21,542	241,191	241,191	241,191	241,191	241,191	241,191	241,191	241,191	241,191	241,191	241,191	219,650	2,894,296
All Classified Salaries	1,096,489	93,718	91,375	91,375	91,375	91,375	91,375	91,375	91,375	91,375	91,375	91,375	91,375	(2,343)	1,096,489
All Benefits	1,181,018	26,757	98,418	98,418	98,418	98,418	98,418	98,418	98,418	98,418	98,418	98,418	98,418	71,662	1,181,018
All Materials & Supplies	1,054,694	-	75,335	75,335	75,335	75,335	75,335	75,335	75,335	75,335	209,427	209,427	44,368	122,881	1,054,694
All Services and Operations	1,475,752	110,587	109,315	109,315	109,315	109,315	109,315	109,315	109,315	109,315	109,315	109,315	109,315	162,700	1,475,752
All Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Payables	-	356,190	-	-	-	-	-	-	-	-	-	-	-	-	356,190
Fixed Asset Acquisitions	-	-	-	700,000	-	-	-	-	-	-	-	-	-	-	-
Loan Repayment and Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000	1,000,000
<b>TTL CASH OUTFLOWS</b>	<b>7,702,259</b>	<b>608,793</b>	<b>615,635</b>	<b>1,315,635</b>	<b>615,635</b>	<b>615,635</b>	<b>615,635</b>	<b>615,635</b>	<b>615,635</b>	<b>615,635</b>	<b>615,635</b>	<b>749,727</b>	<b>584,668</b>	<b>1,574,550</b>	<b>9,758,449</b>
<b>NET INFLOWS/OUTFLOWS</b>	<b>1,238,581</b>	<b>722,686</b>	<b>(434,174)</b>	<b>32,873</b>	<b>(300,811)</b>	<b>(300,811)</b>	<b>220,293</b>	<b>(270,175)</b>	<b>(300,811)</b>	<b>3,349</b>	<b>415,380</b>	<b>250,652</b>	<b>(87,171)</b>	<b>308,362</b>	
<b>ENDING CASH BALANCE</b>		<b>1,657,317</b>	<b>1,223,143</b>	<b>1,256,016</b>	<b>955,205</b>	<b>654,394</b>	<b>874,687</b>	<b>604,512</b>	<b>303,701</b>	<b>1,050</b>	<b>1,625,430</b>	<b>1,876,083</b>	<b>1,788,911</b>	<b>2,097,273</b>	





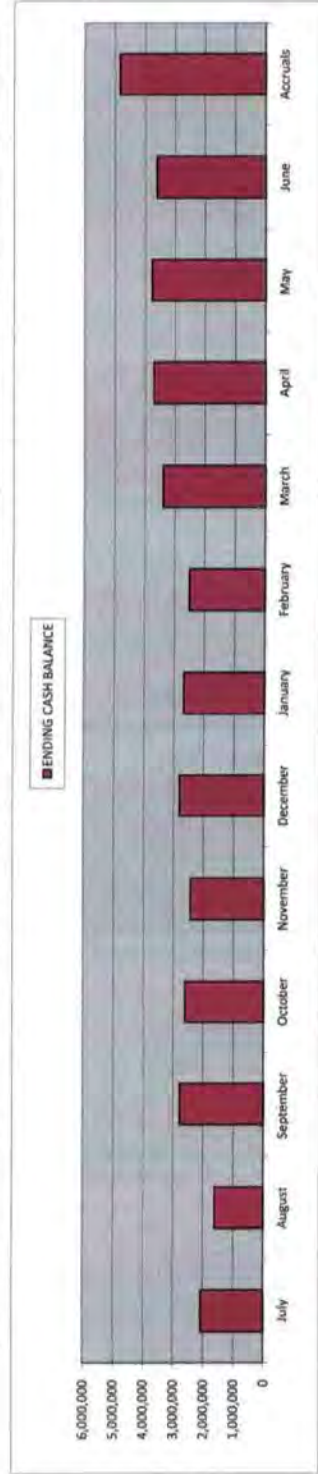
**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
2017-18 Projected Monthly Cash Flow Statement**

	2017-18 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
<b>ENDING CASH</b>		1,788,911	618,091	648,060	1,534,315	1,396,783	1,259,251	1,607,938	1,514,146	1,376,614	2,249,011	2,465,598	2,459,401	2,473,073	1,788,911
<b>INFLOWS</b>															
<b>FEES</b>															
State Purpose Block Grant	5,447,554	-	241,307	241,307	434,352	434,352	434,352	434,352	434,352	558,636	558,636	558,636	515,988	1,117,272	5,447,554
Charter Petition Protection Account	1,859,404	-	-	413,714	413,714	-	413,714	-	-	515,988	515,988	515,988	515,988	-	1,859,404
Out-Of-Property Taxes	1,159,466	-	25,297	50,595	33,730	33,730	33,730	33,730	33,730	304,975	152,487	152,487	152,487	152,487	1,159,466
Other Revenues	290,020	-	-	36,253	-	-	72,505	-	-	72,505	41,431	41,431	-	25,895	290,020
State Revenues	174,960	-	-	-	-	-	-	43,740	-	43,740	43,740	-	-	87,480	174,960
Local Revenues	1,135,512	-	50,299	50,299	90,538	90,538	90,538	90,538	90,538	116,445	116,445	116,445	-	232,889	1,135,512
Miscellaneous (net change)	-	683,453	409,218	790,241	-	-	-	-	-	-	-	-	-	-	-
Proceeds and other Cash Inflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,882,911
<b>CASH INFLOWS</b>	<b>10,066,916</b>	<b>683,453</b>	<b>726,121</b>	<b>1,582,407</b>	<b>558,620</b>	<b>558,620</b>	<b>1,044,839</b>	<b>602,360</b>	<b>558,620</b>	<b>1,568,549</b>	<b>912,739</b>	<b>868,999</b>	<b>668,476</b>	<b>1,616,023</b>	<b>11,949,827</b>
<b>OUTFLOWS</b>															
<b>OPERATING</b>															
Unallocated Salaries	3,206,212	23,863	267,184	267,184	267,184	267,184	267,184	267,184	267,184	267,184	267,184	267,184	267,184	243,321	3,206,212
Allocated Salaries	1,242,334	106,182	103,528	103,528	103,528	103,528	103,528	103,528	103,528	103,528	103,528	103,528	103,528	(2,655)	1,242,334
Benefits	1,261,624	28,587	105,152	105,152	105,152	105,152	105,152	105,152	105,152	105,152	105,152	105,152	105,152	76,565	1,261,624
Materials & Supplies	1,408,267	121,090	100,590	100,590	100,590	100,590	100,590	100,590	100,590	100,590	100,590	279,635	59,242	164,075	1,408,267
Utilities and Operations	1,615,916	-	119,698	119,698	119,698	119,698	119,698	119,698	119,698	119,698	119,698	119,698	119,698	178,153	1,615,916
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Payables	-	574,550	-	-	-	-	-	-	-	-	-	-	-	-	574,550
Asset Acquisitions	-	1,000,000	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000
Prepayment and Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>CASH OUTFLOWS</b>	<b>8,734,553</b>	<b>1,854,273</b>	<b>696,152</b>	<b>696,152</b>	<b>696,152</b>	<b>696,152</b>	<b>696,152</b>	<b>696,152</b>	<b>696,152</b>	<b>696,152</b>	<b>696,152</b>	<b>875,197</b>	<b>654,804</b>	<b>659,460</b>	<b>10,309,102</b>
<b>NET FLOWS/OUTFLOWS</b>	<b>1,332,363</b>	<b>(1,170,820)</b>	<b>29,969</b>	<b>886,255</b>	<b>(137,532)</b>	<b>(137,532)</b>	<b>348,687</b>	<b>(83,792)</b>	<b>(137,532)</b>	<b>872,397</b>	<b>216,587</b>	<b>(6,197)</b>	<b>13,672</b>	<b>956,564</b>	<b>-</b>
<b>ENDING CASH BALANCE</b>		<b>618,091</b>	<b>648,060</b>	<b>1,534,315</b>	<b>1,396,783</b>	<b>1,259,251</b>	<b>1,607,938</b>	<b>1,514,146</b>	<b>1,376,614</b>	<b>2,249,011</b>	<b>2,465,598</b>	<b>2,459,401</b>	<b>2,473,073</b>	<b>3,429,636</b>	<b>-</b>



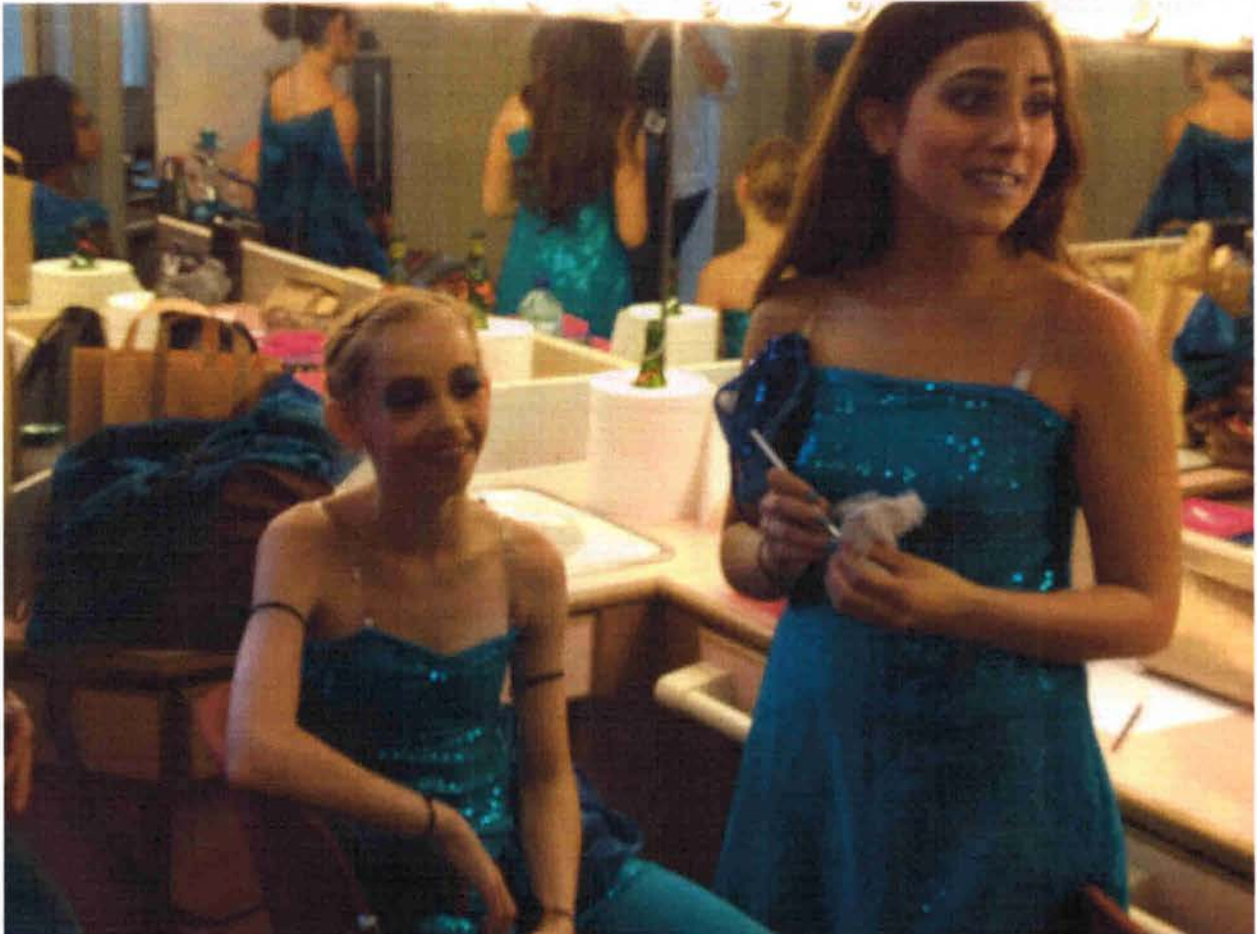
**Encore High School for the Arts - Riverside  
Charter Petition - Financial Projections & Cash Flow  
2018-19 Projected Monthly Cash Flow Statement**

Description	2018-19 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
<b>BEGINNING CASH</b>		2,473,073	2,061,663	1,622,968	2,771,499	2,599,434	2,427,368	2,799,534	2,675,177	2,503,112	3,387,436	3,709,704	3,767,957	3,606,917	2,473,073
<b>CASH INFLOWS</b>															
REVENUES															
General Purpose Block Grant	6,565,521	-	272,378	272,378	490,280	490,280	490,280	490,280	490,280	713,873	713,873	713,873	-	1,427,747	6,565,521
Education Protection Account	1,741,080	-	-	464,851	-	-	464,851	-	-	405,689	-	-	405,689	-	1,741,080
In-Lieu-Of Property Taxes	1,264,872	-	25,297	50,595	33,730	33,730	33,730	33,730	33,730	340,110	170,055	170,055	170,055	170,055	1,264,872
Federal Revenues	317,522	-	-	39,690	-	-	79,381	-	-	79,381	45,360	45,360	-	28,350	317,522
Lottery Revenues	190,836	-	-	-	-	-	79,381	47,709	-	132,009	-	-	-	95,418	190,836
Other State Revenues	1,214,091	-	50,368	50,368	90,662	90,662	90,662	90,662	90,662	-	-	132,009	-	264,018	1,214,091
Other Local Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable (net change)	-	558,636	-	1,057,387	-	-	-	-	-	-	-	-	-	-	1,616,023
Loan Proceeds and other Cash Inflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TTL CASH INFLOWS</b>	<b>11,293,922</b>	<b>558,636</b>	<b>348,043</b>	<b>1,935,269</b>	<b>614,672</b>	<b>614,672</b>	<b>1,158,903</b>	<b>662,381</b>	<b>614,672</b>	<b>1,671,062</b>	<b>1,109,006</b>	<b>1,061,297</b>	<b>575,744</b>	<b>1,985,587</b>	<b>12,909,945</b>
<b>CASH OUTFLOWS</b>															
EXPENDITURES															
All Certificated Salaries	3,602,616	26,813	300,218	300,218	300,218	300,218	300,218	300,218	300,218	300,218	300,218	300,218	300,218	273,405	3,602,616
All Classified Salaries	1,395,931	119,310	116,328	116,328	116,328	116,328	116,328	116,328	116,328	116,328	116,328	116,328	116,328	(2,983)	1,395,931
All Benefits	1,412,840	32,009	117,737	117,737	117,737	117,737	117,737	117,737	117,737	117,737	117,737	117,737	117,737	85,728	1,412,840
All Materials & Supplies	1,701,351	-	121,525	121,525	121,525	121,525	121,525	121,525	121,525	121,525	121,525	121,525	121,525	198,222	1,701,351
All Services and Operations	1,767,557	132,454	130,930	130,930	130,930	130,930	130,930	130,930	130,930	130,930	130,930	130,930	130,930	194,872	1,767,557
All Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change In Payables	-	659,460	-	-	-	-	-	-	-	-	-	-	-	-	659,460
Fixed Asset Acquisitions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loan Repayment and Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TTL CASH OUTFLOWS</b>	<b>9,880,297</b>	<b>970,046</b>	<b>786,738</b>	<b>786,738</b>	<b>786,738</b>	<b>786,738</b>	<b>786,738</b>	<b>786,738</b>	<b>786,738</b>	<b>786,738</b>	<b>786,738</b>	<b>1,003,045</b>	<b>736,784</b>	<b>749,243</b>	<b>10,539,757</b>
<b>NET INFLOWS/OUTFLOWS</b>	<b>1,413,625</b>	<b>(411,410)</b>	<b>(438,695)</b>	<b>1,148,531</b>	<b>(172,066)</b>	<b>(172,066)</b>	<b>372,166</b>	<b>(124,357)</b>	<b>(172,066)</b>	<b>884,324</b>	<b>322,269</b>	<b>58,253</b>	<b>(161,040)</b>	<b>1,236,344</b>	
<b>ENDING CASH BALANCE</b>		<b>2,061,663</b>	<b>1,622,968</b>	<b>2,771,499</b>	<b>2,599,434</b>	<b>2,427,368</b>	<b>2,799,534</b>	<b>2,675,177</b>	<b>2,503,112</b>	<b>3,387,436</b>	<b>3,709,704</b>	<b>3,767,957</b>	<b>3,606,917</b>	<b>4,843,261</b>	





## APPENDIX 8.2 – Notice to District – Students Leaving Charter





# ENCORE

HIGH SCHOOL **FOR THE ARTS**  
GRADES 7-12



October 15, 2014

**ENCORE EDUCATION CORPORATION  
REQUIRED NOTIFICATION TO DISTRICT OF RESIDENCE WHEN A  
STUDENT LEAVES A CHARTER SCHOOL**

In accordance with Education Code §47605(d)(3), as added by AB 1610, Encore Education Corporation will notify the superintendent of the school district of the pupil's last known address within thirty (30) days if a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason. Additionally, upon request, Encore Education Corporation will provide the school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

**Board Meeting Agenda  
November 17, 2014**

Topic: Board Policy #6161.12 – Selection, Adoption, and Reconsideration of Learning and Library Resources – Second Reading

Presented by: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12

Responsible Cabinet Member: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12

Type of Item: Action

Short Description: Revised Board Policy #6161.12 – Selection, Adoption, and Reconsideration of Learning and Library Resources have been prepared for the Board of Education’s consideration for Second Reading and approval.

---

---

**DESCRIPTION OF AGENDA ITEM:**

Board Policy #6161.12 – Selection, Adoption, and Reconsideration of Learning and Library Resources, was last revised in 1989. A Board Policy Review Committee was convened to analyze and recommend changes to the existing language. Based on input from the Board of Education at a previous Board Meeting, clarification is provided.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education consider and approve the clarified revised Board Policy #6161.12 – Selection, Adoption, and Reconsideration of Learning and Library Resources for Second Reading.

---

---

**ADDITIONAL MATERIAL:** Policy #6161.12

Attached: Yes



# POLICY

## Board of Education

### Riverside Unified School District

## Instruction – Selection, ~~and~~ Adoption, and Reconsideration of Instructional Materials and Library Resources

**Purpose:** To provide a systematic process on the selection and adoption of instructional materials and library resources for use in school classrooms and school libraries across the district. To provide a systematic process for review, and approval or disapproval, of alleged inappropriate materials and resources.

**Position:** It is the responsibility of the Board of Education to approve all textbooks, supplementary books, and other instructional materials for use in school classrooms. The Superintendent will delegate responsibility of selection of library and other media resources for school library media center collections to designated professional library staff, with the Board of Education having the right to consider and take appropriate action related to the challenge of such materials.

### 1. SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS

Recognizing that in our democracy the citizens make the final determination of the goals which their schools will seek to attain, the Board of Education has the legal responsibility to adopt or approve textbooks for use in elementary and secondary schools.

It is the intent of the Board of Education that all textbooks, supplementary books, and instructional materials adopted and approved in support of the legally adopted courses of study be available for use in all district elementary and high schools in the appropriate curricular areas.

The Board of Education delegates to the professional staff the responsibility for evaluating and selecting learning materials, reserving to the Board the right and obligation to approve or disapprove the final recommendation.

### 2. LIBRARY RESOURCES AND OTHER INSTRUCTIONAL MEDIA

Within available financial resources, it is the intention of the district to provide a wide range of library and other instructional media resources for varying levels of difficulty, different points of view, and diversity of appeal.

Responsibility for selection of library and other media resources is delegated through the superintendent to the designated professional **library** staff. Review of materials alleged to be inappropriate shall be allowed in accordance with established district rules and

regulations, to include a report and recommendation to the Board of Education for consideration and action as deemed appropriate by the Board.

Legal Reference: Education Code Section 35160

Adopted: June 18, 1979

Readopted: September 18, 1989  
November 17, 2014 (TBD)



## Riverside Unified School District

---

3380 14<sup>th</sup> Street • Riverside, CA • 92501

### Board Meeting Agenda November 17, 2014

Topic: Approval of Substitute Teachers' Employee Salaries Amended

Responsible

Cabinet Member: Susan Mills, Assistant Superintendent, Department of Personnel–Leadership and Development

Type of Item: Action

Short Description: Approval is requested for increasing the substitute teacher rates.

---

#### **DESCRIPTION OF AGENDA ITEM:**

There is a need to hire qualified substitute teachers for every classroom. In order to keep competitive with surrounding districts, we need to increase our substitute teacher salaries.

See attached salary rate based on the Board of Education meeting discussion from November 3, 2014.

---

**FISCAL IMPACT:** Approximately \$300,000.

**RECOMMENDATION:** It is recommended that the Board of Education approve the Substitute Teacher Salaries effective November 11, 2014.

---

**ADDITIONAL MATERIAL:** Salary Schedule for Substitute Teachers

Attached: Yes

## Substitute Teacher Employee Salaries

### Daily Rate

- 30 Day Substitute Permit.....\$120.00
- 60 Day Career Substitute Permit.....\$140.00
- Credentialed Substitute.....\$140.00
- Credentialed Bilingual Substitute for DLI.....\$150.00

### Long Term Rate (after the 20<sup>th</sup> consecutive day)

- 30 Day Substitute Permit.....\$140.00
- 60 Day Career Substitute Permit.....\$160.00
- Credentialed Substitute.....\$160.00
- Credentialed Bilingual Substitute for DLI.....\$170.00

### Definitions:

- **30 Day Substitute Permit:** This substitute has a permit that allows them to teach for 30 days in one general education teacher’s classroom for the entire year (20 days for Special Education).

The minimum requirements for this permit are:

- Substitute must have a B.A./B.S. degree
- Substitute must pass the CBEST exam

- **60 Day Career Substitute Permit:** This substitute has a permit that allows them to teach up to 60 days in one general education teacher’s classroom for the entire year (20 days for Special Education). In order to obtain this permit they had to have subbed for RUSD for at least 90 days a year for three consecutive years.

The minimum requirements for this permit are:

- Substitute must have a B.A./B.S. degree
- Substitute must pass the CBEST exam

- **Credentialed Substitute:** This substitute has a valid teaching credential.
  
- **Credentialed Bilingual Substitute for DLI:** This substitute must have a valid multiple subject teaching credential with a BCLAD or a Single Subject credential with a Spanish major. DLI programs are currently only offered at the following elementary schools: Mt. View, Castle View, George Washington and Thomas Jefferson.



**Board Meeting Agenda  
November 17, 2014**

Topic: Arlington High School Varsity Baseball Backstop Extension – Approval for Design Funding

Presented by: Kirk R. Lewis, Ed.D., Assistant Superintendent Operations

Responsible

Cabinet Member: Kirk R. Lewis, Ed.D., Assistant Superintendent Operations

Type of Item: Action

Short Description: The Board of Education will be asked to approve funding for the design of the Arlington High School Varsity Baseball Backstop Extension.

---

---

**DESCRIPTION OF AGENDA ITEM:**

On July 1, 2014, the Operations/Board Subcommittee directed staff to procure an estimate from HMC Architects for design services for extending a backstop behind and over the home plate at Arlington High School's varsity baseball field. The purpose of the additional backstop is to reduce the number of foul balls entering the adjacent BNSF railroad right of way.

Because the existing backstop support posts were not designed to handle the additional load of an extended backstop structure, separate poles will need to be installed to support the new netting. It should be emphasized that this additional backstop installation will not stop all the foul balls from entering the BNSF right of way, but it should substantially reduce the number.

An estimate for design services, based on the proposed method of execution, has been received from HMC Architects for \$14,800.

---

**FISCAL IMPACT:** Design services: \$14,800 from Measure B funds.

**RECOMMENDATION:** It is recommended that the Board of Education approve funding for the design of the Arlington High School Varsity Baseball Backstop Extension.

---

---

**ADDITIONAL MATERIAL:** No.

**Board Meeting Agenda  
November 17, 2014**

Topic: Ramona High School Theater Remodel Design and Budget Approval

Presented by: Hayley Calhoun, Director, Planning and Development

Responsible

Cabinet Member: Dr. Kirk Lewis, Assistant Superintendent, Operations

Type of Item: Action

Short Description: The Ramona High School Theater Remodel design and budget will be presented for Board approval.

---

**DESCRIPTION OF AGENDA ITEM:**

On February 19, 2013, the Board of Education approved \$2,254,603 of Measure B funds to begin the feasibility study (condition assessment) and preliminary design phases of the Ramona High School Theater Remodel project. RUSD was also successful in applying for and receiving a Career Technical Education grant for up to \$579,686 for upgrading the theater. The Operations/Board Subcommittee reviewed and approved the design process on April 11, 2014. A design committee was assembled including Ramona High School staff and performing arts instructors from all of the district high schools. The design committee held a series of meetings that began in May and concluded over the summer. The design committee discussed the unique issues relative to the disciplines that utilize high school theaters. The Operations/Board Subcommittee met again to review the status of the design on July 1, 2014. A final meeting was held the first week of September with Mrs. Kathy Allavie to gain her input on the finishes for the theater. At the recommendation of the design committee and the Operations/Board Subcommittee, Operations Division staff will present the design recommendation and project budget for the Ramona High School Theater Remodel project to the Board of Education for consideration and approval.

---

**FISCAL IMPACT:** Approximately \$9 million of Measure B funds and the balance from Redevelopment funds.

**RECOMMENDATION:** It is recommended that the Board of Education review, comment, and approve the project design and proposed budget for the Ramona High School Theater Remodel project.

---

**ADDITIONAL MATERIAL:** Ramona High School Theater Remodel presentation.

Attached: Yes

# Ramona High School Theater Remodel

Board of Education Presentation

November 17, 2014

# LPA



## Ramona High School Theater Remodel

### Design Committee Members:

Dr. Kirk Lewis, RUSD, Assistant Superintendent of Operations  
Hayley Calhoun, RUSD, Executive Director, Facilities / Planning  
Kevin Hauser, RUSD, Maintenance / Operations

Kim Coons Leonard, RUSD, Instructional Services Specialist / GATE Advisory

Jamie Angulo, Ramona HS, Principal  
Victor Cisneros, Ramona HS, Assistant Principal  
Charles Hyde, Ramona HS, Assistant Principal  
John Tibbels, Ramona HS, Assistant Principal  
Ronda Barnes, Ramona HS, Chair Performing Arts Department  
Jonathan Osbrink, Ramona HS, Teacher  
Drew Ward, Ramona HS, Teacher  
Ben Sykes, Ramona HS, Plant Supervisor

Brian Holm, King HS  
Chris Eldred, Arlington HS  
Bob Habereeder, Poly HS  
Michelle Grotness, JW North HS

Jason Seipp, RCOE

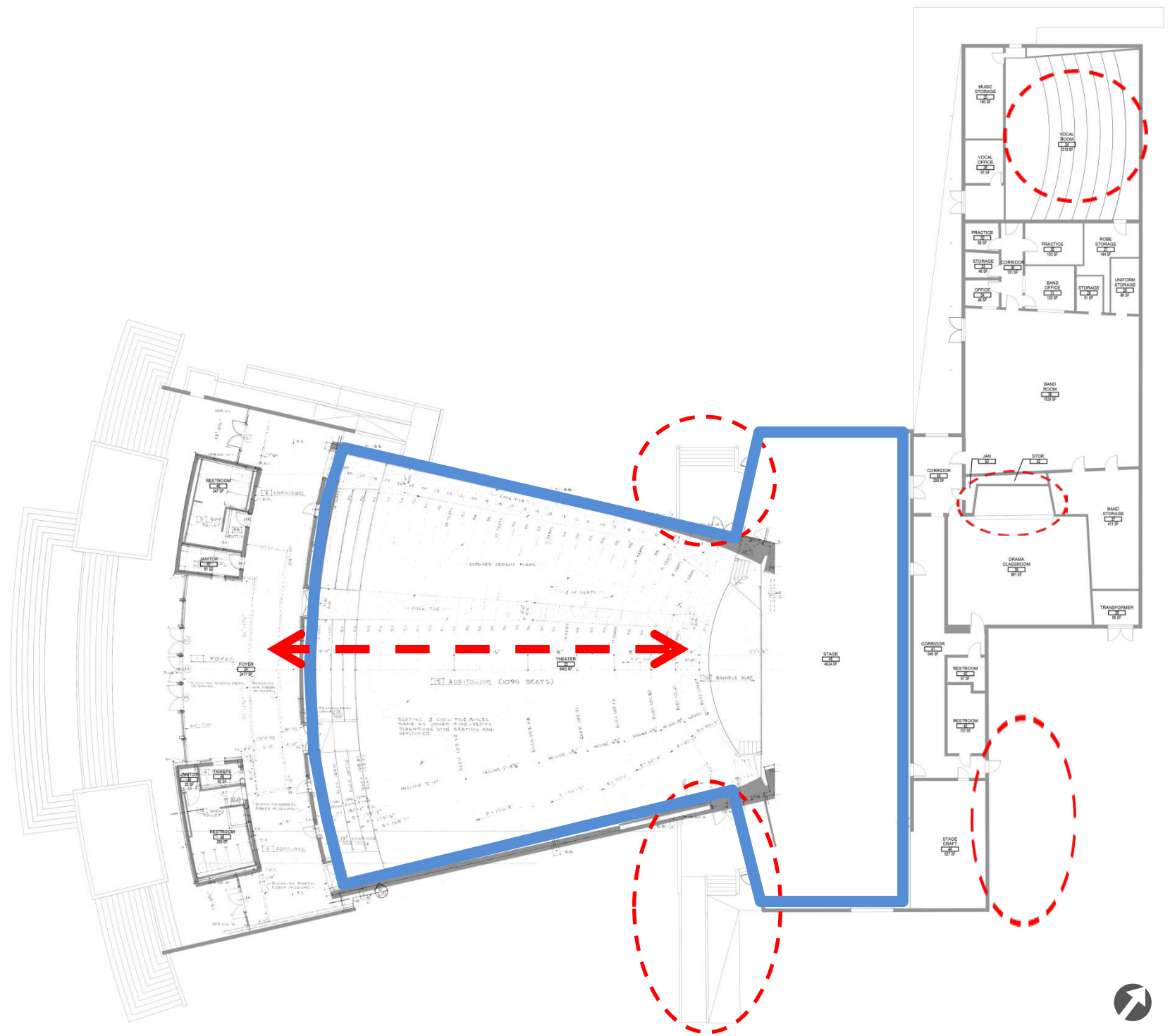


ID	Task Name	Duration	Start	Finish	Predecessor	2014												2015												2016											
						O N D J F M A M J J A S O N D												O N D J F M A M J J A S O N D												O N D J F M A M J J A S O N D											
1	RAMONA HIGH SCHOOL THEATER REMODEL	152.2 wks	Fri 10/4/13	Fri 9/2/16		[Gantt bar spanning from 10/4/13 to 9/2/16]																																			
2	CONDITION ASSESSMENT / PRE-DESIGN	27 wks	Fri 10/4/13	Fri 4/11/14		[Gantt bar from 10/4/13 to 4/11/14]																																			
3	Condition Assessment, Scope Recommendations	27 wks	Fri 10/4/13	Thu 4/10/14		[Gantt bar from 10/4/13 to 4/10/14]																																			
4	Operations/Board Subcommittee Meeting #1	0 wks	Fri 4/11/14	Fri 4/11/14	3	[Point marker at 4/11/14]																																			
5	SCHEMATIC DESIGN	12 wks	Mon 5/5/14	Fri 7/25/14		[Gantt bar from 5/5/14 to 7/25/14]																																			
6	Design Committee Meetings	12 wks	Mon 5/5/14	Fri 7/25/14		[Gantt bar from 5/5/14 to 7/25/14]																																			
7	Meeting 1 - Kick Off, Major Design Elements	1 wk	Mon 5/5/14	Fri 5/9/14		[Gantt bar from 5/5/14 to 5/9/14]																																			
8	Meeting 2 - Concepts, Options	1 wk	Mon 5/19/14	Fri 5/23/14		[Gantt bar from 5/19/14 to 5/23/14]																																			
9	Meeting 3 - Schematic Design Deliverables	1 wk	Mon 6/2/14	Fri 6/6/14		[Gantt bar from 6/2/14 to 6/6/14]																																			
10	Meeting 4 - Major Systems/Components Review	1 wk	Mon 7/14/14	Fri 7/18/14	16	[Gantt bar from 7/14/14 to 7/18/14]																																			
11	Meeting 5 - Minor Systems/Components Review	1 wk	Mon 7/21/14	Fri 7/25/14	10	[Gantt bar from 7/21/14 to 7/25/14]																																			
12	District Meetings	0.8 wks	Wed 6/25/14	Tue 7/1/14		[Gantt bar from 6/25/14 to 7/1/14]																																			
13	Maintenance and Operations Design Review #1	0 wks	Wed 6/25/14	Wed 6/25/14		[Point marker at 6/25/14]																																			
14	Operations/Board Subcommittee Meeting #2	0 wks	Tue 7/1/14	Tue 7/1/14		[Point marker at 7/1/14]																																			
15	Cost Estimate Update	6 wks	Mon 6/9/14	Fri 7/18/14		[Gantt bar from 6/9/14 to 7/18/14]																																			
16	Scope & Budget Reconciliation, District Review	5 wks	Mon 6/9/14	Fri 7/11/14	9	[Gantt bar from 6/9/14 to 7/11/14]																																			
17	Schematic Budget / VE Review Meeting	1 wk	Mon 7/14/14	Fri 7/18/14	16	[Gantt bar from 7/14/14 to 7/18/14]																																			
18	DESIGN DEVELOPMENT / 25% CONSTRUCTION DOCUMENTS	20.4 wks	Mon 7/21/14	Wed 12/10/14		[Gantt bar from 7/21/14 to 12/10/14]																																			
19	Incorporate Schematic VE and Develop Design	3 wks	Mon 7/21/14	Fri 8/8/14	17	[Gantt bar from 7/21/14 to 8/8/14]																																			
20	Budget Clarification Delay	3 wks	Mon 8/18/14	Fri 9/5/14	23	[Gantt bar from 8/18/14 to 9/5/14]																																			
21	Finalize DD/25% CD Deliverables	4 wks	Mon 9/8/14	Fri 10/3/14	20	[Gantt bar from 9/8/14 to 10/3/14]																																			
22	Design Committee Meetings	1 wk	Mon 8/11/14	Fri 8/15/14		[Gantt bar from 8/11/14 to 8/15/14]																																			
23	Design Committee Meeting 6 - Final Review	1 wk	Mon 8/11/14	Fri 8/15/14	19	[Gantt bar from 8/11/14 to 8/15/14]																																			
24	Cost Estimate Update	4 wks	Mon 10/6/14	Fri 10/31/14		[Gantt bar from 10/6/14 to 10/31/14]																																			
25	DD/25% CD Cost Estimate Update	3 wks	Mon 10/6/14	Fri 10/24/14	21	[Gantt bar from 10/6/14 to 10/24/14]																																			
26	Scope & Budget Reconciliation, District Review	1 wk	Mon 10/27/14	Fri 10/31/14	25	[Gantt bar from 10/27/14 to 10/31/14]																																			
27	District Meetings	5.4 wks	Fri 10/31/14	Wed 12/10/14		[Gantt bar from 10/31/14 to 12/10/14]																																			
28	BOE Agenda Item Due Date	0 wks	Fri 10/31/14	Fri 10/31/14	26	[Point marker at 10/31/14]																																			
29	Board of Education Presentation	0 wks	Mon 11/17/14	Mon 11/17/14	28	[Point marker at 11/17/14]																																			
30	Operations/Board Subcommittee Meeting #3	0 wks	Wed 12/10/14	Wed 12/10/14	29	[Point marker at 12/10/14]																																			

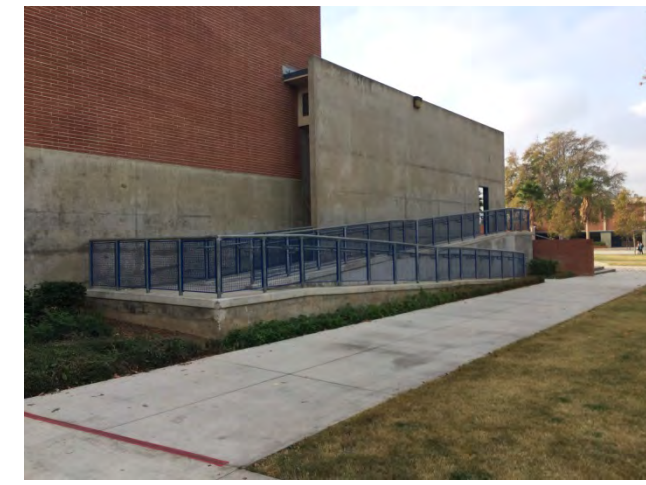
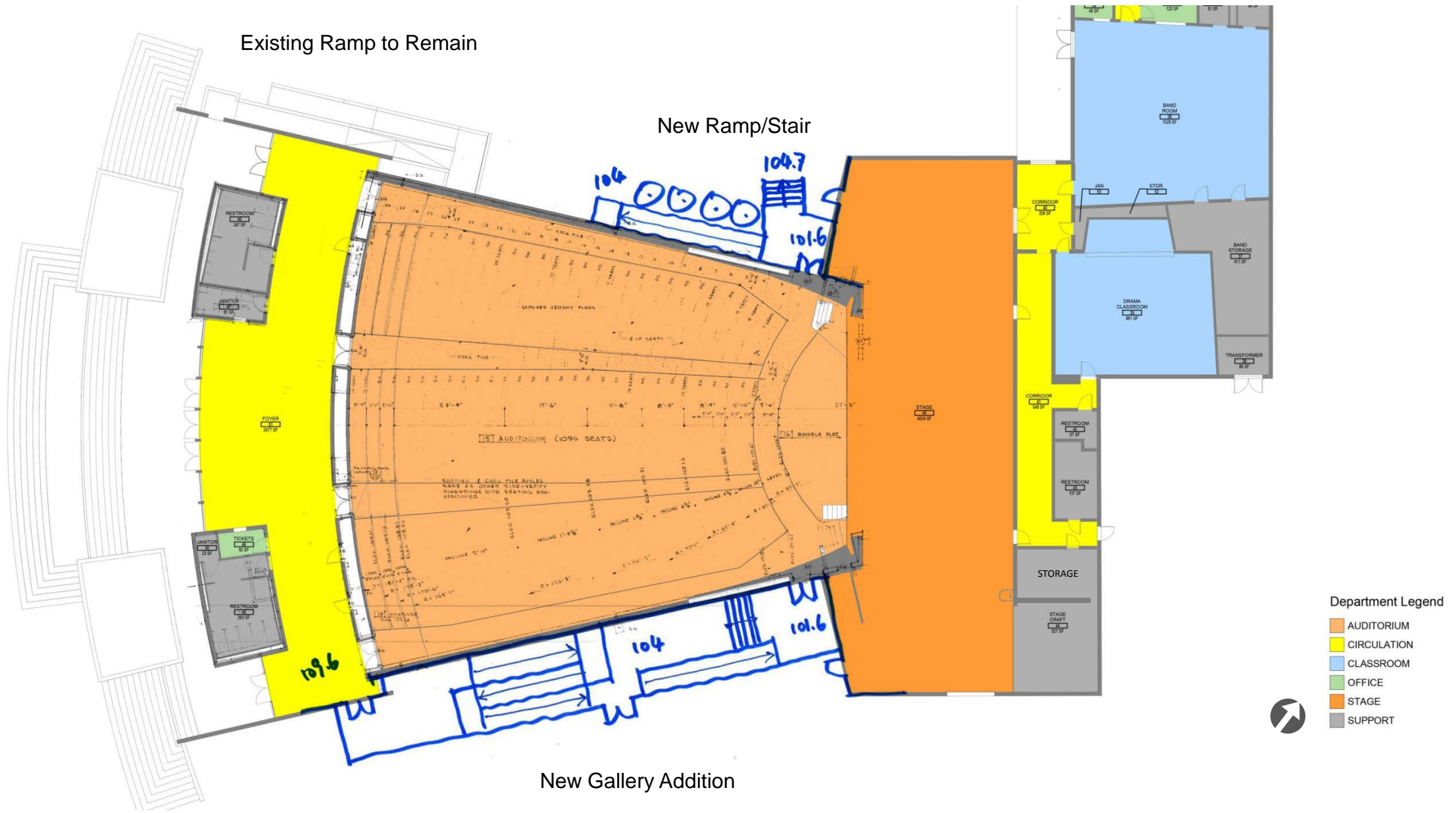
Project History/Overview:

- Condition Assessment performed late 2013
- Assessment Report with Preliminary Scope Recommendations and Budget prepared February-March 2014
- Board/Operations Subcommittee approval of preliminary scope and budget in April 2014
- Schematic Design May-July 2014
- Design Development August-September 2014
- 6 Meetings with Design Committee
- Meeting / input from Mrs. Allavie
- 2 Meetings with Board/Operations Subcommittee
- Meetings / input from Maintenance and Operations staff
- Tilden Coil Constructors engaged as Construction Manager August 2014

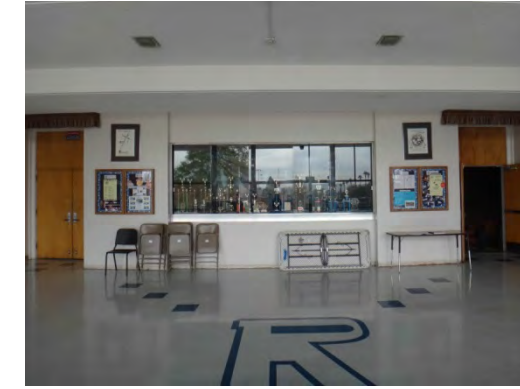
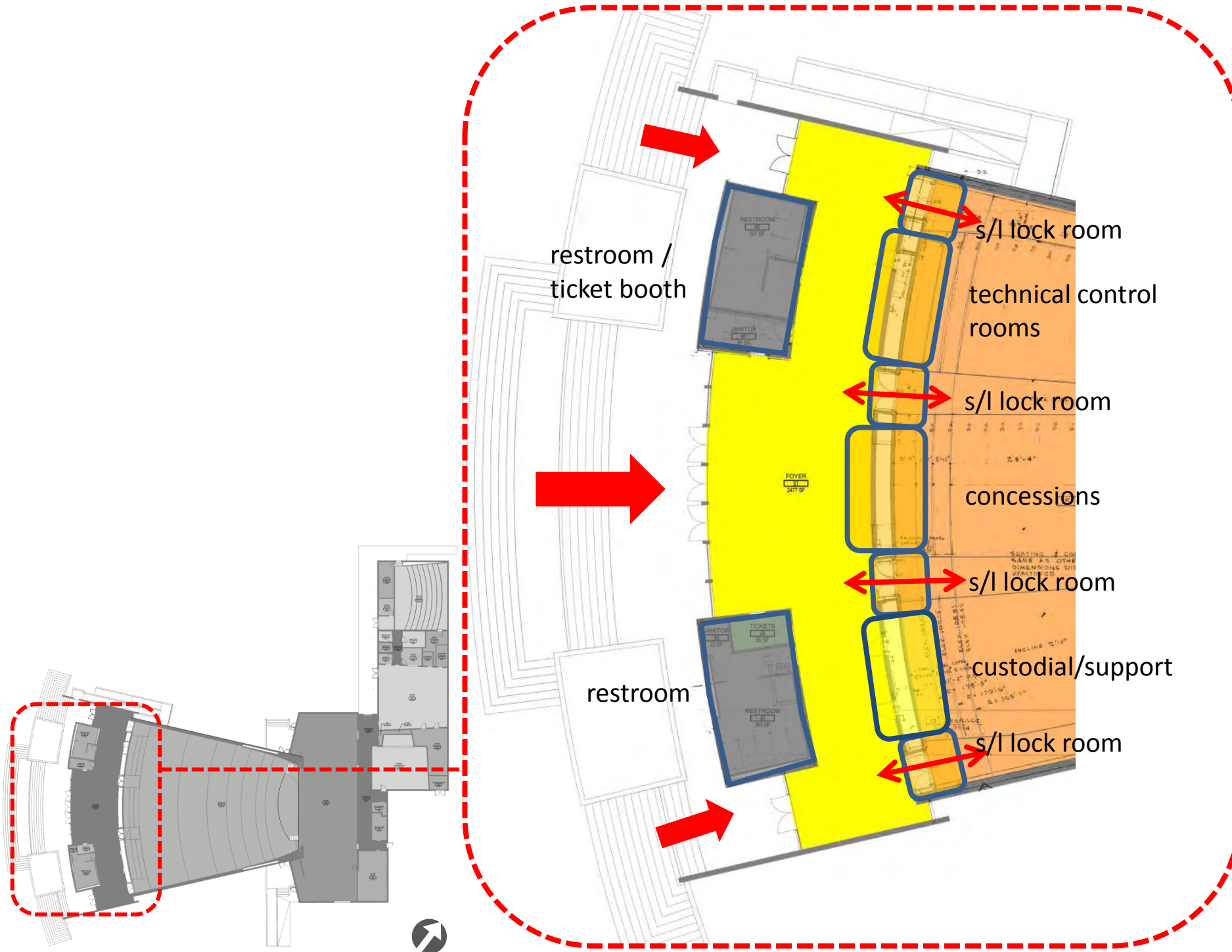
- Disabled Access – Site/Parking, From Lobby to Theater Seats, Theater Seats, Technical Control Booth, Restrooms, Classroom Wing
- Structural/Seismic – Ceiling Replacement, Wall to Roof Connections, Columns
- Fire/Life Safety – Fire Alarm, Sprinklers
- Exterior – Lobby Storefront Windows, Roof
- Interiors – Light/Sound Lock Vestibules, Theater Seats, Finishes, Acoustic Treatments, Instrument and Music Storage
- HVAC – HVAC Unit Replacement, Controls
- Electrical – Lighting, Power and Low Voltage System Upgrades
- Audio/Visual System Replacement
- Theater Equipment – Rigging, Lighting Catwalk/Lighting Positions, Curtain







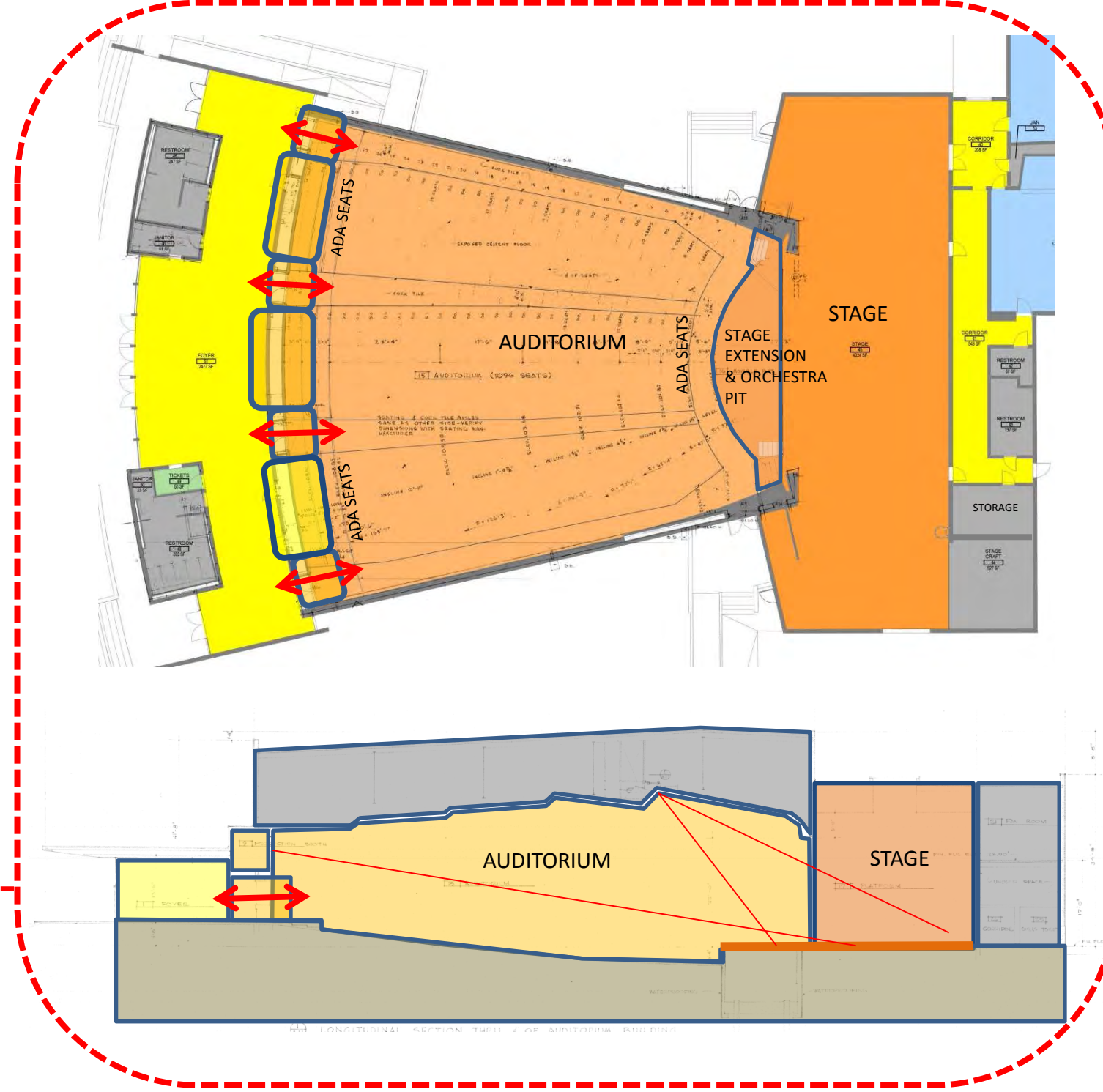
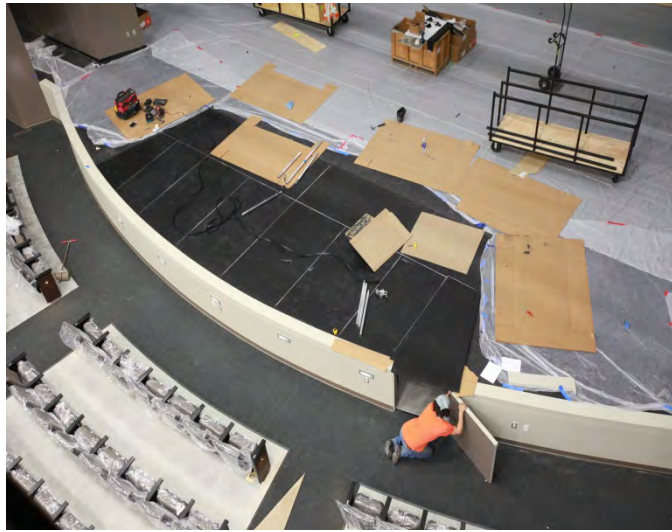




**Lobby Improvements:**

- Exterior storefront replacement
- Interior Finish and Ceiling replacement
- Restroom renovations
- Ticket Booth with exterior and interior windows
- Concessions
- Display
- Custodial / Support



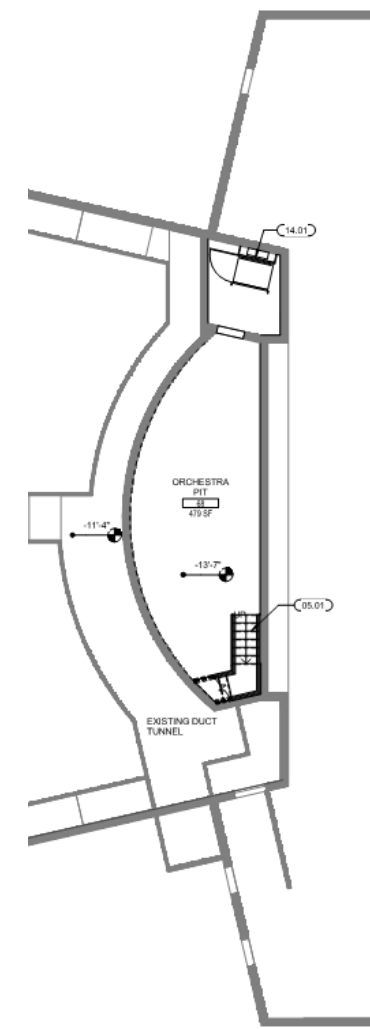
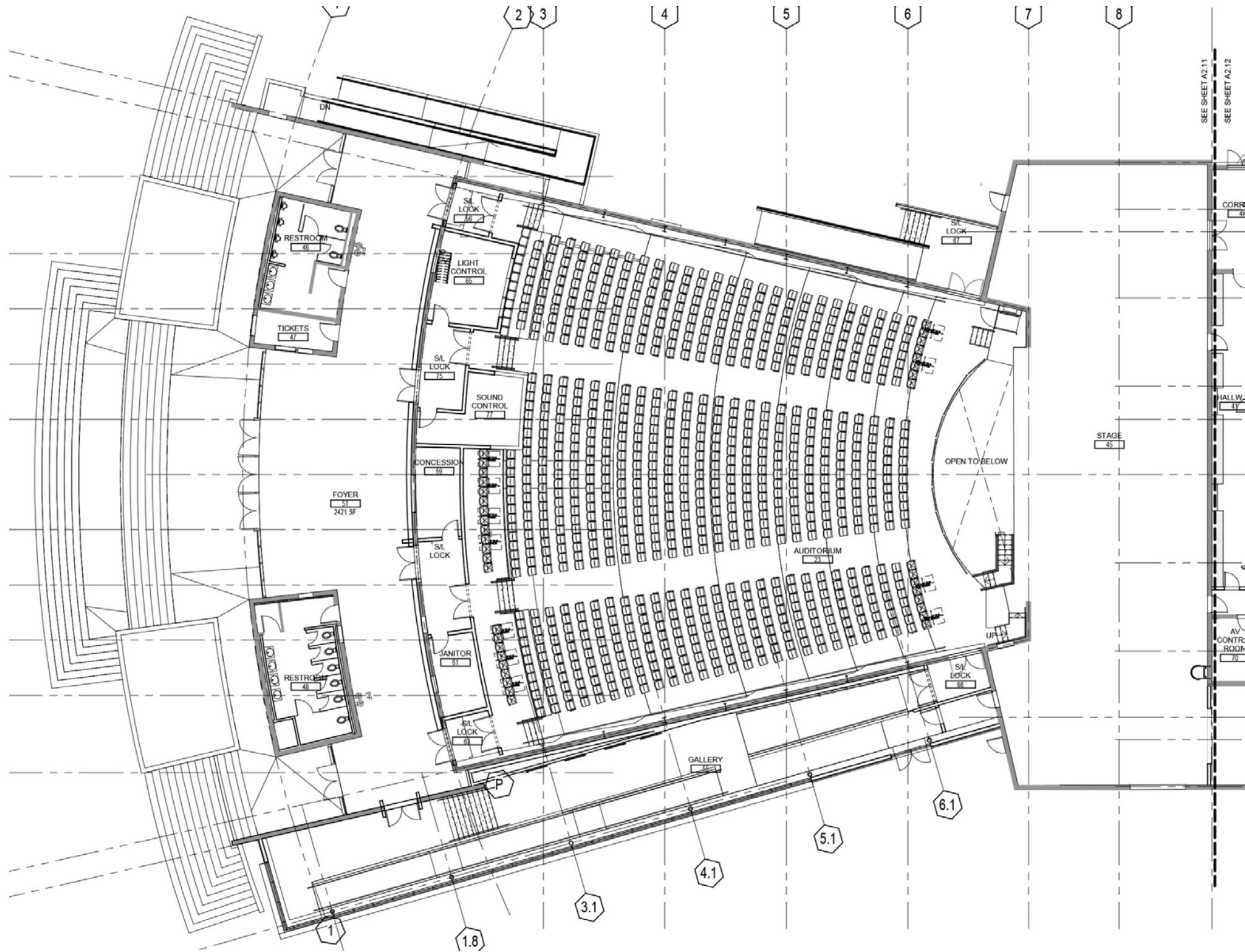


**Theater Improvements:**

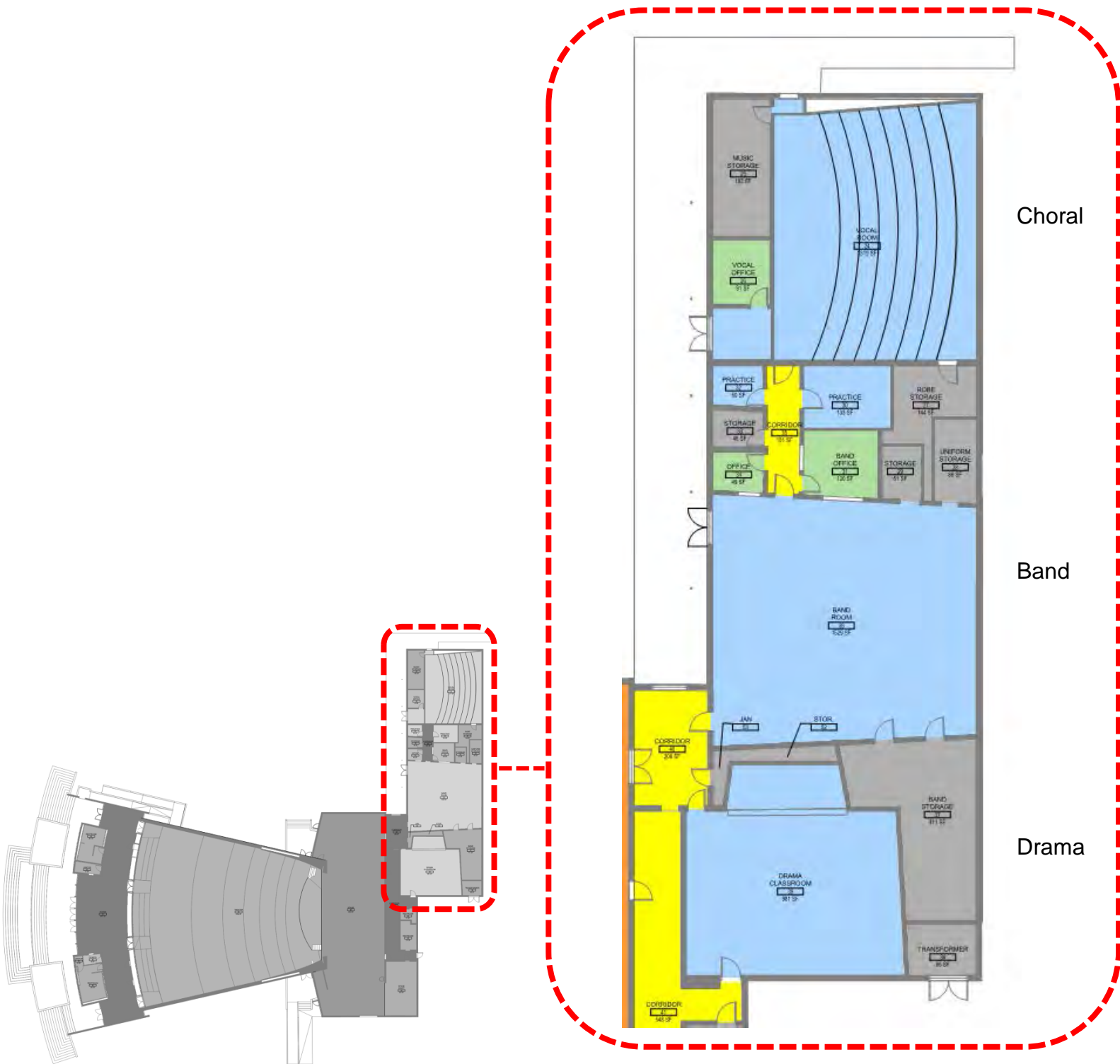
- Add light/sound lock vestibules
- Add Technical Control Booths
- Accessible means of access from Lobby
- Wheelchair seating platforms/spaces
- Theater ceiling removal and replacement
- Theater Interior finishes / acoustic improvements
- Theatrical lighting and house lighting
- Audio/video system
- Stage Rigging
- Add Orchestra Pit and Stage Extension







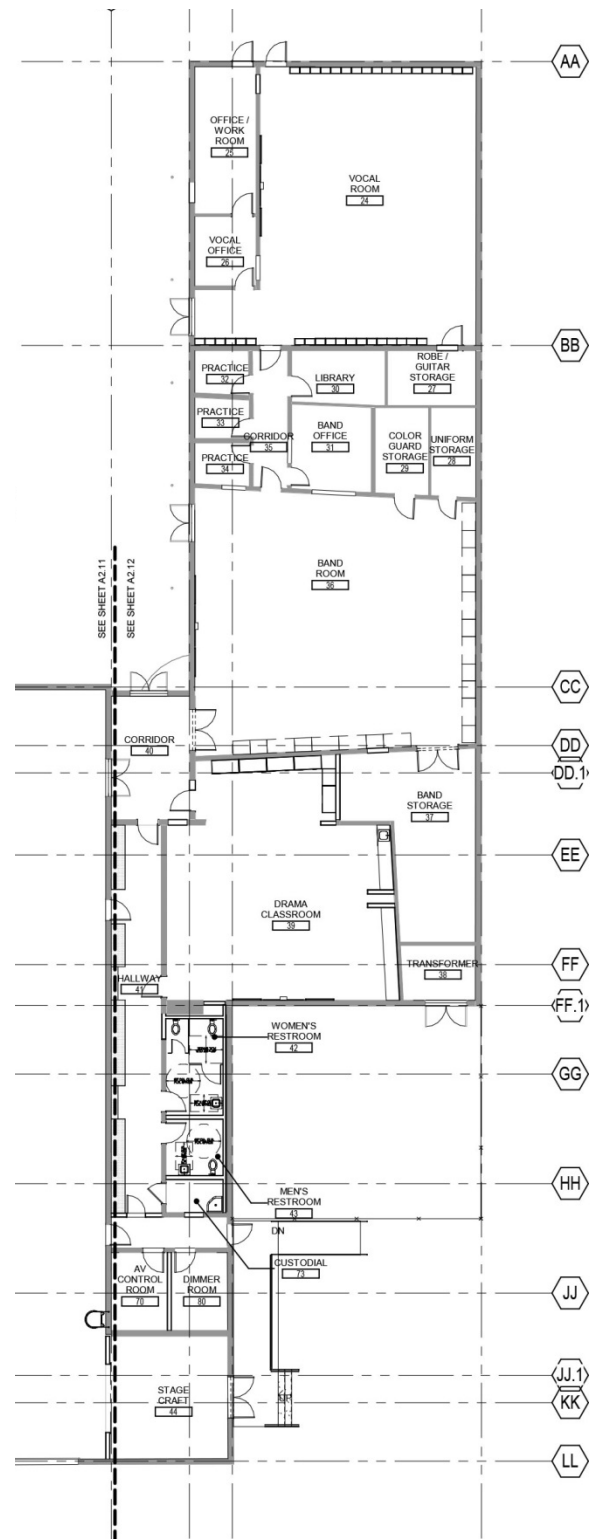
Existing Seat Count: 1,090  
 New Seat Count: 990



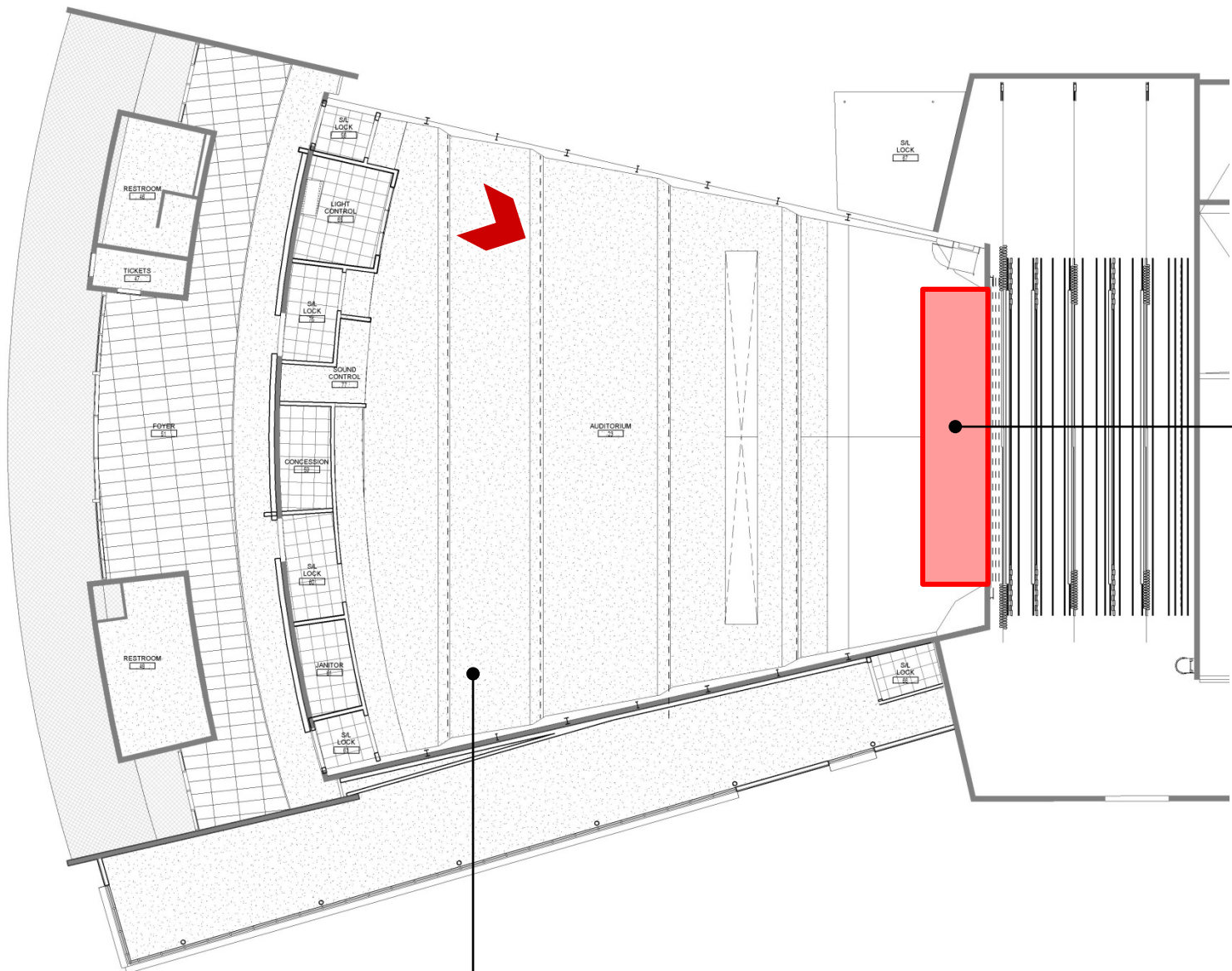
**Classroom Wing Improvements:**

- Accessibility / Remove fixed choral risers, provide new portable risers
- Accessibility / Remove platform at drama classroom
- Add storage casework for music and band instruments in choral and band
- Add folding wall at drama classroom for use as two dressing rooms
- Interior Finishes replacement, acoustic treatments
- Ceiling and light fixture replacement
- Reconfigure student restrooms



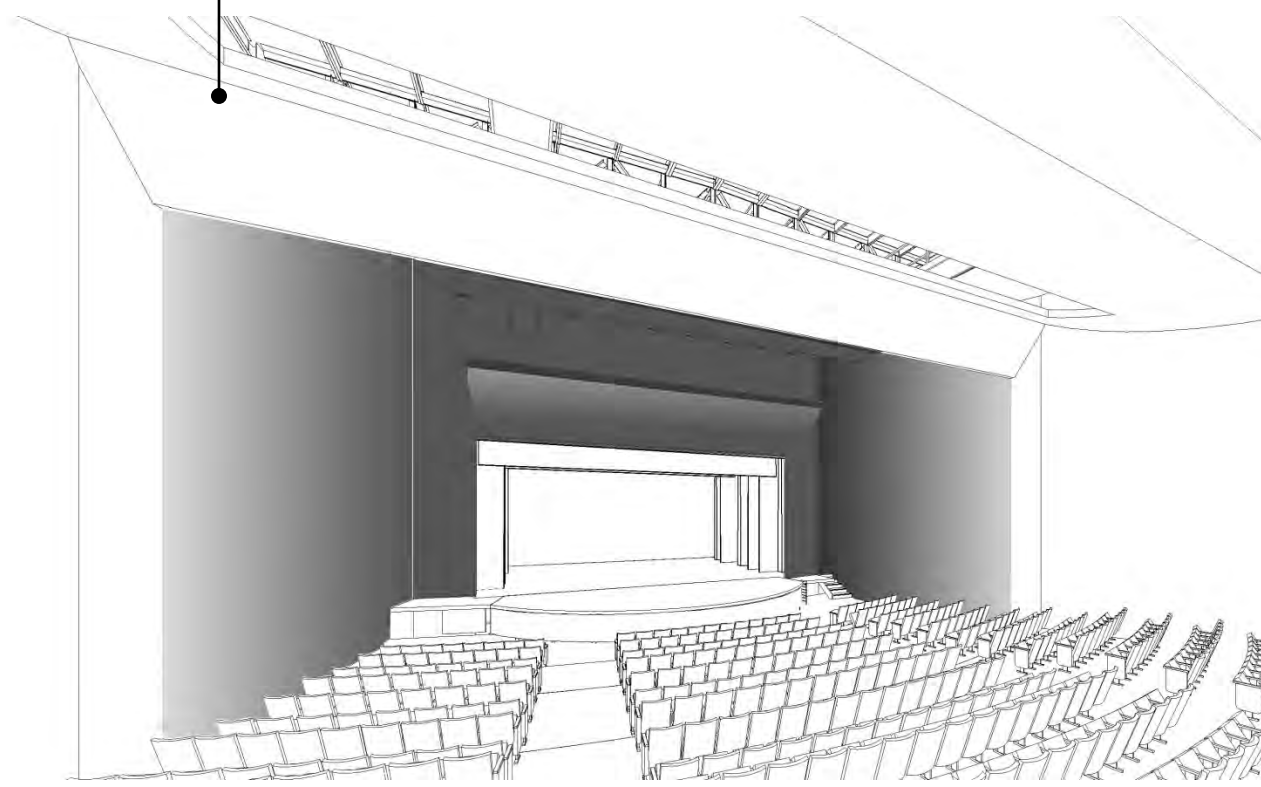


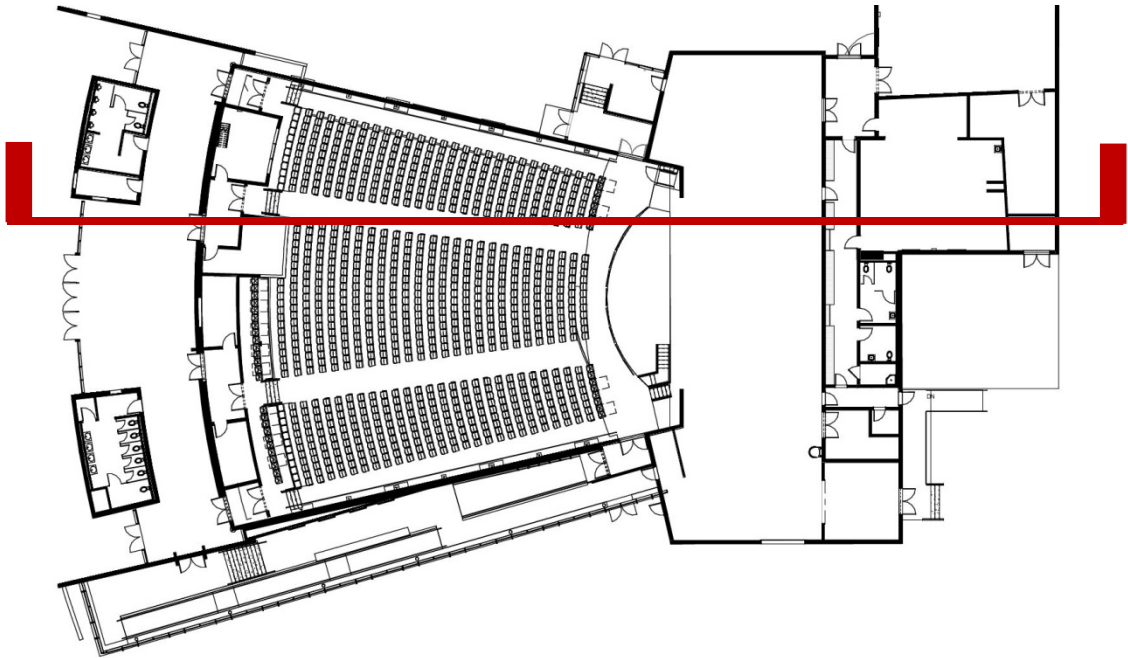
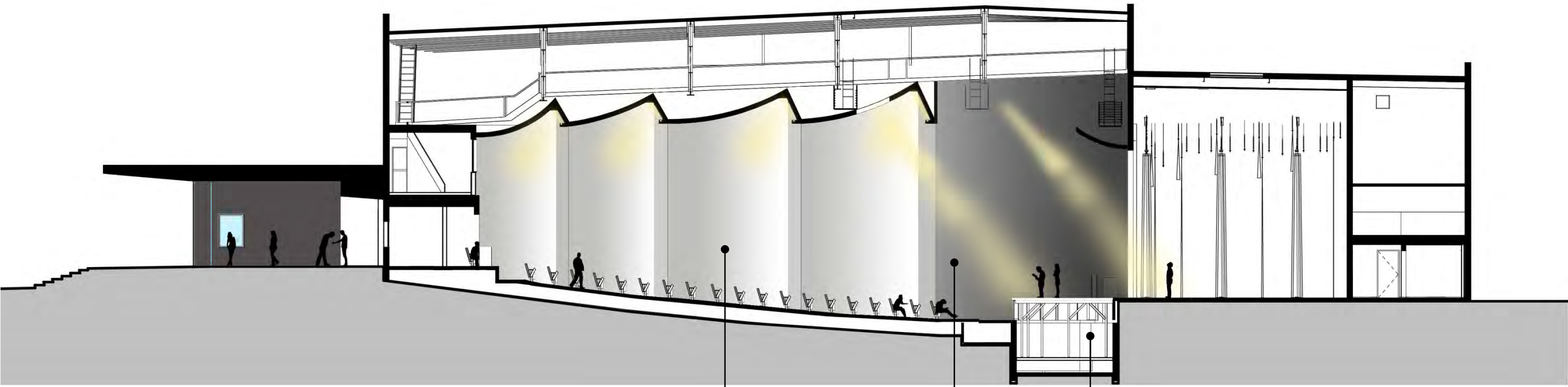




Reflector at Proscenium

Acoustically shaped ceiling enclosure - (2) layers of gyp, painted white





Painted Drywall Shaping (white)

Painted Drywall (dark grey)

Orchestra Pit w/ removable pit filler/stage extension



Ticketing Windows

Phenolic Panel Cladding

Lay-in acoustic ceiling

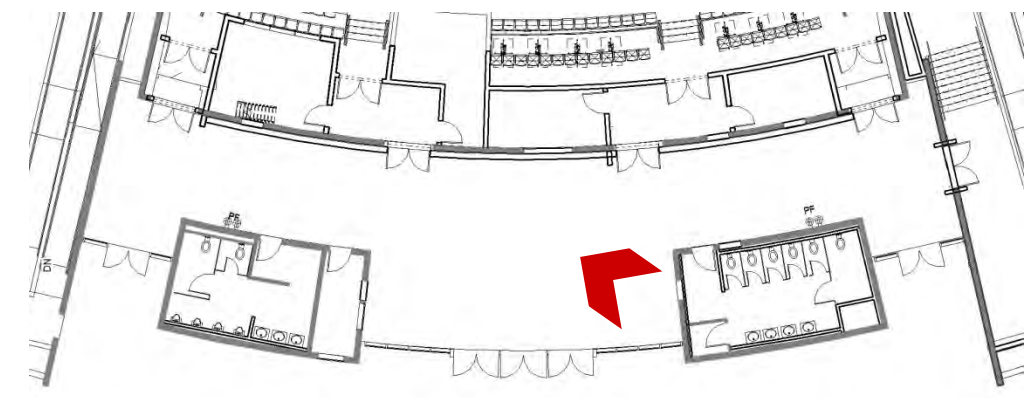
"if music be the food of love, play on" quote at Concessions

Textured white wallcovering or painted drywall

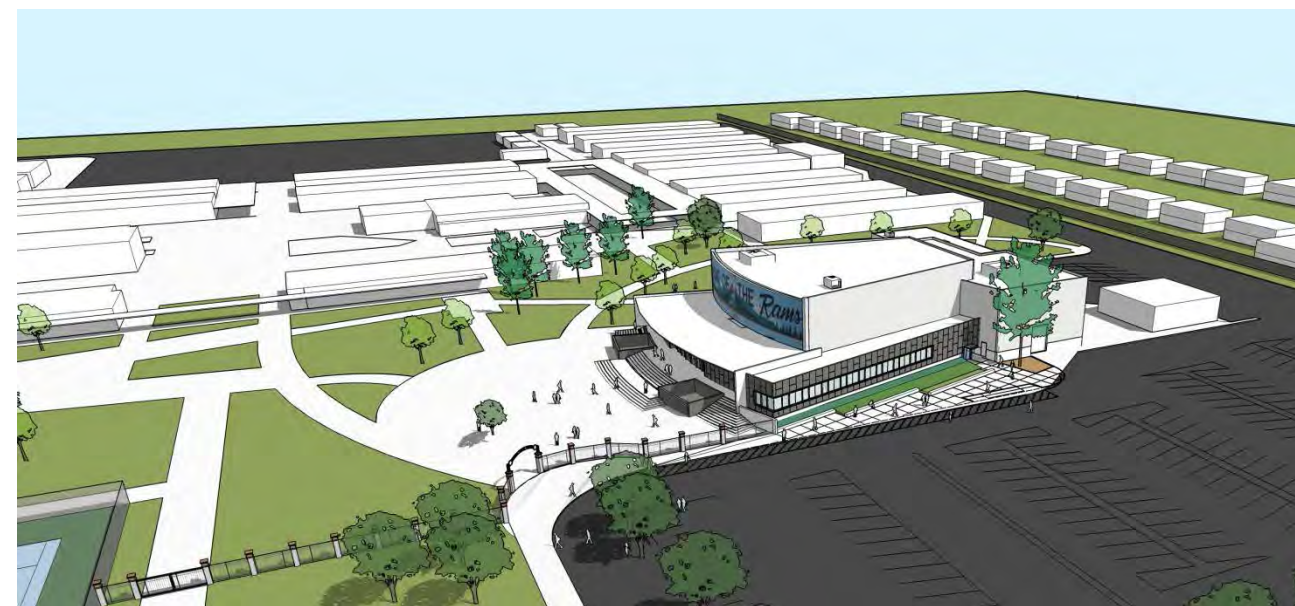
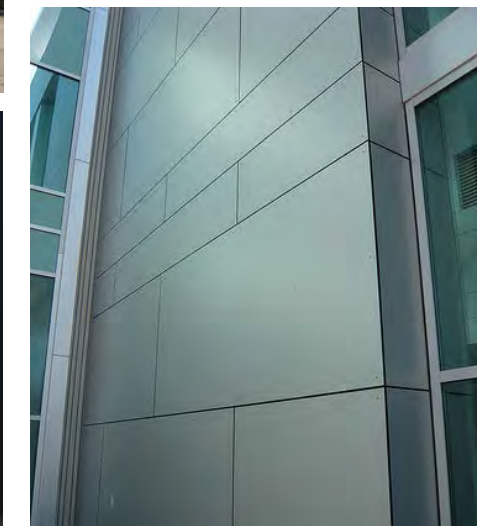
Wood Veneer

Solid Surface

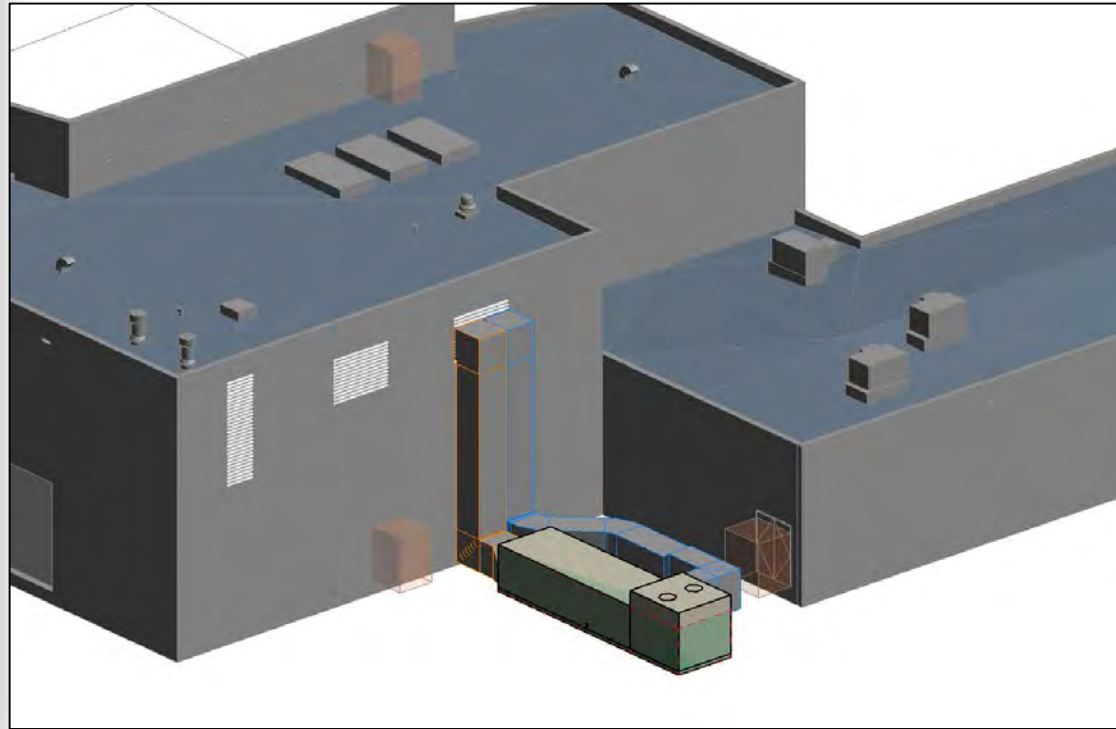
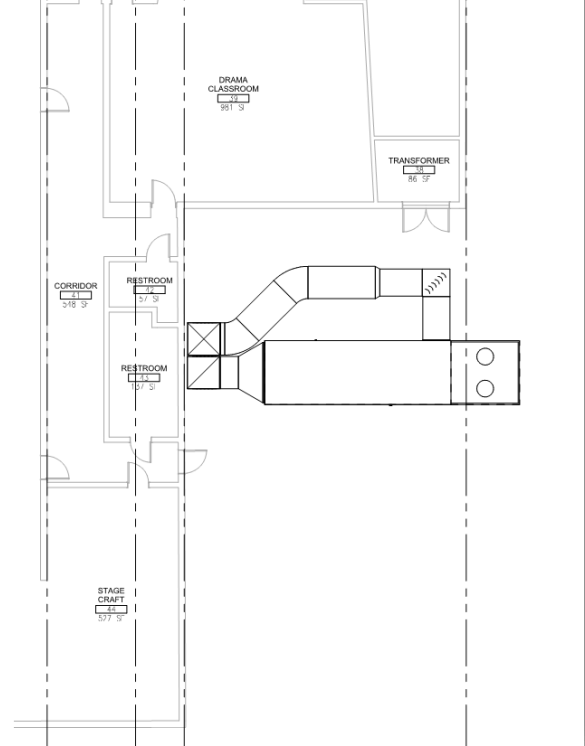
Tile Flooring







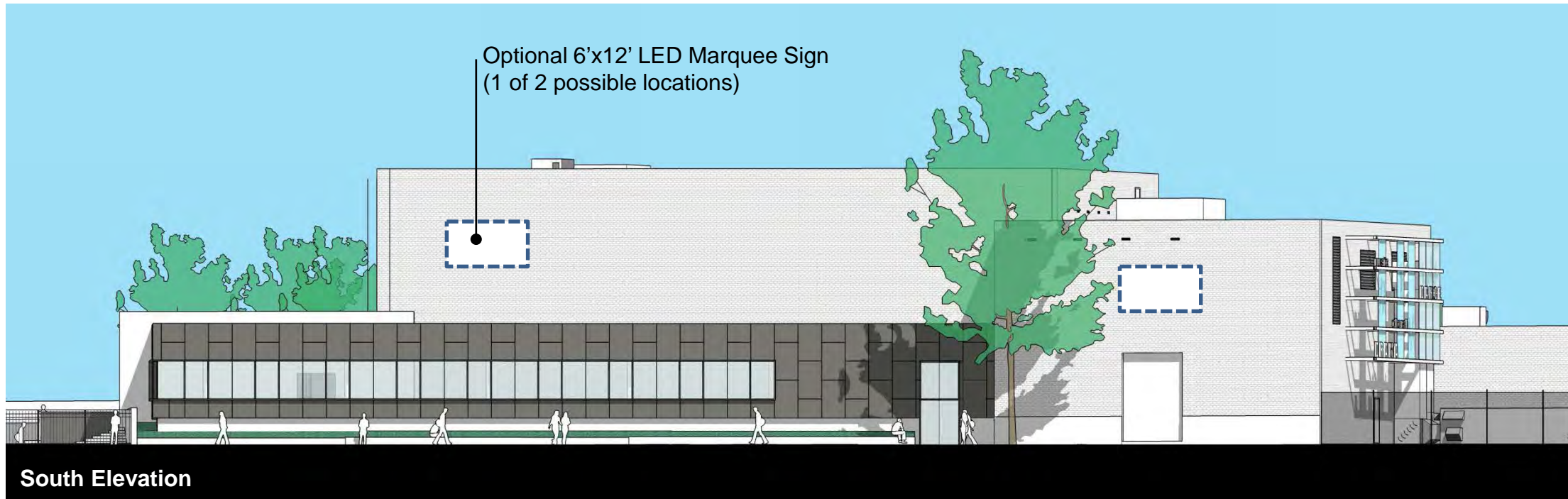




Building Exterior Concept – East Elevation





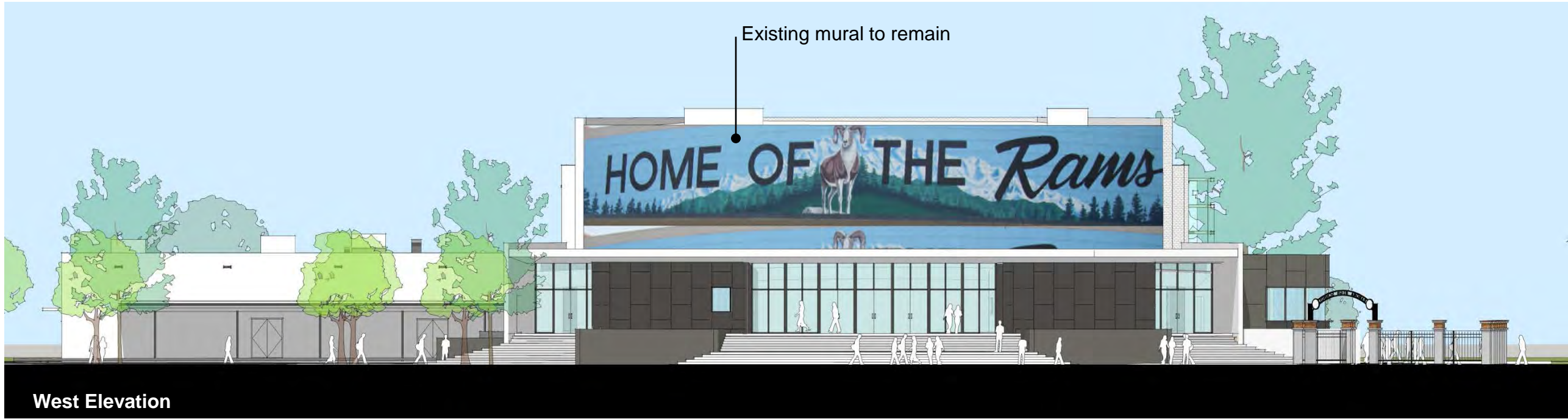


South Elevation



North Elevation

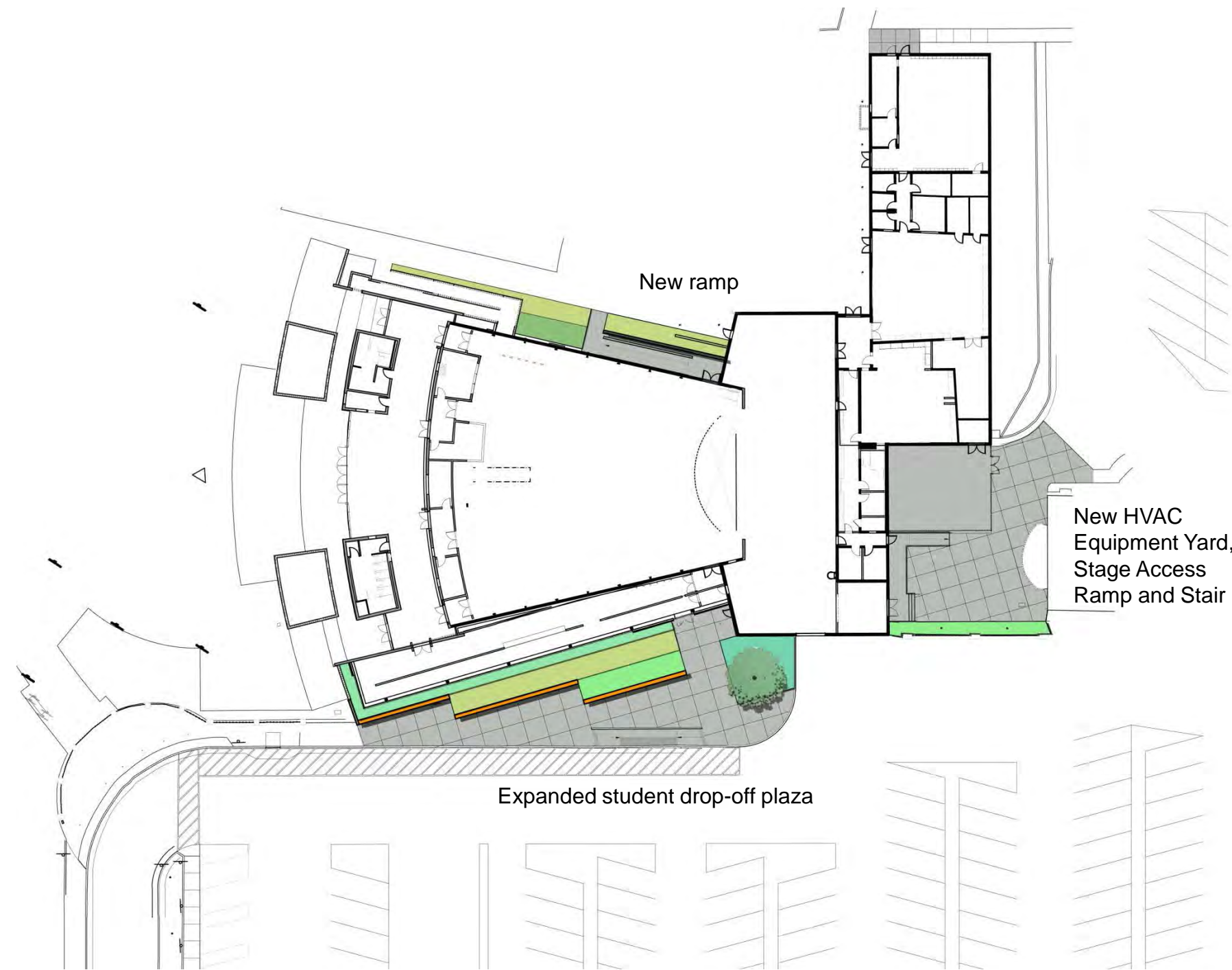




West Elevation







**Site Improvements:**

- Expansion of student drop-off area / new plaza in front of Gallery
- New concrete seat walls for student waiting
- Gallery provides new access to Theater south exit
- Ramp at north provides new access to Theater north exit
- Protect in place (1) existing tree along south edge of Theater
- Planter adjacent to Gallery with sculptural bands of planting reflective of the movement of the adjacent pedestrian circulation
- Proposed plant material synchronizes with the existing yucca and lantana at the theater entrance and is low water usage / drought tolerant







RUSD - Ramona High School  
Theatre Renovation  
October 24, 2014

Estimate Based on Design Development by LPA dated 9.23.2014

Division / Description	Cost
Division 2 - Site Work	\$ 553,901
Division 2 - Building	\$ 628,166
Division 3 - Concrete	\$ 421,817
Division 4 - Masonry	\$ 50,017
Division 5 - Metals	\$ 319,221
Division 6 - Woods & Plastics, Casework	\$ 89,435
Division 7 - Thermal and Moisture Protection	\$ 624,641
Division 8 - Doors, Frames and Hardware	\$ 383,200
Division 9 - Finishes	\$ 1,875,460
Division 10 - Specialties	\$ 200,180
Division 11 - Equipment	\$ -
Division 12 - Furnishings	\$ 330,246
Division 13 - Specialty Construction	\$ 324,200
Division 14 - Conveying Systems	\$ 28,120
Division 15 - Mechanical / Plumbing	\$ 1,417,449
Division 16 - Electrical	\$ 2,439,100
<b>Prime Subtotal:</b>	<b>\$ 9,685,153</b>
Design Contingency 10.00%	\$ 968,515
Escalation: 3%/Year - MOC 5.00%	\$ 532,683
Prime Bond & Insurance 2.00%	\$ 223,727
CM General Conditions Fixed	\$ 554,071
CM Fee Sliding	\$ 583,903
Construction Contingency 0.00%	\$ -
<b>Total Construction Cost</b>	<b>\$ 12,548,053</b>

PROJECT BUDGET:

Current Construction Cost Estimate	\$12,550,000
Less Value Engineering (VE)	-\$57,000
<u>Less Alternates</u>	<u>-\$503,000</u>
• Orchestra Pit	\$34,000
• Roofing Replacement over Lobby, Theater, Stage (Classroom Wing included in base scope)	\$364,000
• Upgrade Theater Seats	\$55,000
• <u>LED Marquee Sign</u>	<u>\$50,000</u>

**Revised Construction Cost \$11,990,000**

**Soft Costs \$3,960,000**

- Interim Housing (Choral, Band, Drama Classrooms)
- Construction Contingency (Unforeseen Conditions)
- Design Fees
- Division of State Architect (DSA) Plan Review Fees
- Inspection Fees
- Testing Lab Fees
- Bid Document Printing Costs
- Classroom Furniture
- Classroom Technology Equipment (Smart Boards, Projectors)

**Total Project Budget (w/o Alternates) \$15,950,000**

**Total Project Budget (w/ Alternates) \$16,620,000**









# LPA

creating sustainable places and spaces that enrich the lives of those who use them



**Board Meeting Agenda  
November 17, 2014**

Topic: Resolution No. 2014/15-16 – Resolution of the Board of Directors of the Riverside Unified School District Financing Authority Establishing Regular Meetings

Presented by: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Responsible Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Action

Short Description: Resolution to establish regular meeting days and times for the Riverside Unified School District Financing Authority.

---

**DESCRIPTION OF AGENDA ITEM:**

The Riverside Unified School District Financing Authority (Authority) was formed pursuant to a Joint Exercise of Powers Agreement originally executed by and between the Riverside Unified School District and Western Municipal Water District of Riverside County for the purposes of financing the acquisition and construction of public capital improvements for the School District.

The Joint Powers Agreement governing the powers and actions of the Authority requires that the Board of Directors establish regular meetings. Attached is a resolution which states that any meeting of the Authority which is called on a date which is a regular meeting of the Board of Education and held in the same location shall be a regular meeting of the Board of the Authority.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Directors of the Riverside Unified School District Financing Authority adopt Resolution No. 2014/2015-16 – Resolution of the Board of Directors of the Riverside Unified School District Financing Authority Establishing Regular Meetings.

---

**ADDITIONAL MATERIAL:** Resolution No. 2014/15-16

Attached: Yes

**RESOLUTION NO. 2014/15-16**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE  
UNIFIED SCHOOL DISTRICT FINANCING AUTHORITY  
ESTABLISHING REGULAR MEETINGS**

**WHEREAS**, the Riverside Unified School District Financing Authority (the “Authority”) has been formed pursuant to a Joint Exercise of Powers Agreement (the “Agreement”) originally executed by and between the Riverside Unified School District (the “School District”) and Western Municipal Water District of Riverside County (“WMWD”), and is authorized under said Agreement and under the laws of the State of California to finance the acquisition and construction of public capital improvements for the School District; and

**WHEREAS**, Section 2.04 of the Agreement states that the Board shall provide for establishment of its regular meetings; and

**WHEREAS**, the Board of the Authority (the “Board”) wishes to establish a schedule of regular meetings of the Authority to coincide with the regularly scheduled meetings of the Board of Education of the School District;

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE RIVERSIDE UNIFIED SCHOOL DISTRICT FINANCING AUTHORITY, AS FOLLOWS:**

**Section 1. Findings and Determinations.** The above statements are true and correct.

**Section 2. Establishment of Regular Meetings.** Any meeting of the Board that shall be held on the same date and at the same location as regular meetings of the Board of Education of the School District and noticed in the same manner, shall be a regular meeting of the Board; if no agenda is posted for a regular meeting of the Authority, then such regular meeting shall be deemed cancelled. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held upon the next succeeding business day at the same hour. The Board shall meet at a regular meeting at least once each calendar year.

**Section 3. Effective Date.** This Resolution shall take effect upon adoption.



**ADOPTED** this 17th day of November, 2014.

---

Chairman of the Board of Directors of the Riverside  
Unified School District Financing Authority

**ATTEST:**

---

Secretary of the Board of Directors of the  
Riverside Unified School District  
Financing Authority

**CERTIFICATION**

I, \_\_\_\_\_, Secretary of the Board of Directors of Riverside Unified School District Financing Authority, certify that the foregoing resolution was regularly adopted by the Board of Directors of said Authority at a regular meeting held on the 17th day of November, 2014, by the following vote of the Directors:

**AYES:** Director(s)

**NOES:** Director(s)

**ABSENT:** Director(s)

**ABSTAIN:** Director(s)

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of Riverside Unified School District Financing Authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Secretary of the Board of Directors



## Riverside Unified School District

---

3380 14<sup>th</sup> Street • Riverside, CA • 92501

### Board Meeting Agenda November 17, 2014

Topic: Resolution No. 2014/15-17 – Resolution of the Board of Education of the Riverside Unified School District in Support of the March Air Reserve Base and the Naval Surface Warfare Center Corona

Presented by: David C. Hansen, Ed.D., District Superintendent

Responsible  
Cabinet Member: David C. Hansen, Ed.D., District Superintendent

Type of Item: Action

Short Description: Resolution in support of the March Air Reserve Base and the Naval Surface Warfare Center Corona.

---

#### **DESCRIPTION OF AGENDA ITEM:**

The Office of Military and Defense Services, for the County of Riverside, has requested that the Board of Education consider adopting a resolution expressing support for the March Air Reserve Base and Naval Warfare Center Corona.

The military installations at March Air Reserve Base and the Naval Surface Warfare Center contribute greatly to our national defense and respond to local disasters and create thousands of direct jobs in our twenty-eight cities. With 950 defense contractors in our county, the industry has received \$5 billion in contracts from the Department of Defense over the last decade.

---

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Board of Education of the Riverside Unified School District adopt Resolution No. 2014/15-17.

---

**ADDITIONAL MATERIAL:** Resolution No. 2014/15-17

Attached: Yes

**RIVERSIDE UNIFIED SCHOOL DISTRICT**

**Resolution No. 2014/15-17**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE  
UNIFIED SCHOOL DISTRICT IN SUPPORT OF THE MARCH  
RESERVE BASE AND THE NAVAL SURFACE WARFARE CENTER  
CORONA**

WHEREAS, the United States Navy's Naval Surface Warfare Center, Corona Division and March Air Reserve Base are located in the County of Riverside, California; and

WHEREAS, the United States Navy's Naval Surface Warfare Center, Corona Division is a major employer in the Southern California Region and a major contributor to the region's economy; and

WHEREAS, March Air Reserve Base is a major employer in the Southern California region and a major contributor to the region's economy; and

WHEREAS, combined, these two military installations located in Riverside County, California generate an annual payroll approaching \$1 billion for local workers in the civilian and military workforces at both bases; and

WHEREAS, Defense Department contracts in Riverside County and its twenty-eight cities combined for \$5 billion in direct payment from the federal government to nine hundred small business owners, which in turn creates thousands of direct and indirect jobs in our region; and

WHEREAS, the Honorable Secretary of Defense of the United States of America has repeatedly recommended the Senate and Congress authorize the closing of military bases domestically and abroad; and

WHEREAS, the Honorable Secretary of Defense of the United States of America has specifically requested that another Base Realignment and Closure Commission be authorized in the near future to close military bases across the nation and around the globe; and

WHEREAS; March Air Reserve Base and Naval Surface Warfare Center, Corona Division are assets to the United States Armed Forces and both installations provide unique missions in support of our national security and disaster response that make the bases ideal to be used as national models for military and defense missions; and

WHEREAS, both installations have been reviewed by prior Base Realignment and Closure Commissions resulting in March Air Force Base being reduced to a Reserve Installation and Naval Surface Warfare Center, Corona Division also being impacted adversely; and

WHEREAS, Base Realignment and Closure results for Riverside County and its twenty-eight cities adversely impacted the economy and the regional economy has not completely added jobs lost at March Air Reserve Base or the Naval Surface Warfare Center, Corona Division; and

WHEREAS, the reuse of lands outside the cantonment area of March Air Reserve Base has not progressed for a variety of reasons related to the Great Recession and lack of capitol availability for financing; and

NOW, THEREFORE, BE IT RESOLVED, that the California State Assembly supports the County of Riverside Board of Supervisors and its Office of Military and Defense Services in opposition to another round of Base Realignment and Closure (BRAC) as it relates to the Naval Surface Warfare Center, Corona Division and March Air Reserve Base. We respect that our federal representatives in the Senate and the House also opposed any cuts, reductions, realignment or missions and resources assigned to these two installations. Furthermore, the California State Assembly is also opposed to the elimination or realignment of military and civilian jobs at the Naval Surface Warfare Center, Corona Division and March Air Reserve Base. These jobs and missions of the Military Department of the State of California, and the Active Duty and State and Federal Reserve forces are assets to the communities they serve and play a leading role in keeping our nation safe and secure.

PASSED AND ADOPTED by the Board of Education of the Riverside Unified School District at its regular meeting held on November 17, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Kathy Allavie, Clerk  
Board of Education

Dated: \_\_\_\_\_