

Originally Posted August 26, 2024
Updated - Reposted August 28, 2024

West Park Elementary School District

Board of Trustees
Special Board Meeting

Computer Center
West Park School District
2695 S. Valentine
Fresno, CA 93706

*Friday, August 30, 2024
5:30 p.m.*

In compliance with the Americans with Disabilities Act, if you need special assistance to access the meeting room or to otherwise participate in this meeting, including auxiliary aids or services, please contact Jessica Lopez at (559) 233-6501. Notification by noon on the Friday preceding the board meeting, or at least 48 hours prior to the meeting, will enable the Governing Board to make reasonable arrangements to ensure accessibility to the meeting.

Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 2695 S. Valentine, Fresno, CA 93706, during normal business hours. Public writings related to regular meeting open session agenda items distributed less than 72 hours in advance of a board meeting will be made available to the public at the time the document is distributed to the majority of the board.

The District welcomes Spanish and other language speakers to Board meetings. Anyone planning to attend and needing an interpreter should call (559) 233-6501, 48 hours in advance of the meeting, so arrangements can be made for an interpreter. *El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretación llame al (559) 233-6501, 48 horas antes de la junta, para poder hacer arreglos de interpretación.*

Community members have two opportunities to address the Board of Trustees. **While the Board's meeting will be available for the public to view live online to the full extent possible (absent technical difficulties), public comments during the Board meeting must be made in person.** If you wish to address the Board on an agenda item, please do so when that item is called. Presentations will be limited to a maximum of three (3) minutes. Time limitations are at the discretion of the President of

the Board.

Individuals have an opportunity to address the Board during the Period for Public Discussion on topics within the subject matter jurisdiction of the Board **not** listed on this agenda. If you wish to speak on an item not on the agenda, please fill out a request form and turn it in to the clerk prior to the meeting. You will be called upon to make your comments under "Comments from the Public". Comments will be limited to three (3) minutes, with a total of twenty (20) minutes designated for this portion of the agenda. If you have questions on school district issues, please submit them in writing. The Board will automatically refer requests to the Superintendent.

AGENDA

I. OPENING BUSINESS

- A. Call Public Session to Order
- B. Roll Call: Fernando Alvarez ___ Aida Garcia ___
Araceli Lopez ___ Dr. Toulou Thao ___ Mark Vivenzi ___
- C. Pledge of Allegiance
- D. Adopt Agenda

II. PUBLIC COMMENT PERIOD

Public Comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comments to no more than three (3) minutes pursuant to Board Policy. Public comment will also be allowed on each specific agenda item prior to Board action thereon.

Norms

We will be conducting this meeting with the following norms; we will

1. Communicate in a positive and appropriate manner
2. Be respectful in word and deed
3. Listen to understand
4. Be prepared to contribute and participate positively
5. Be supportive.

These are norms employed by our District and will be upheld to ensure a productive Meeting.

III. ACTION ITEMS

- A. Approval: Charter Academy Renewal
- B. Approval: Seaton Consulting Inc. Services Agreement Proposal
- C. Approval: Professional Learning/Training Agreement (ELA/Math) with FCSS
- D. Approval: FCSS - (Afterschool Program) Provided Services Agreement

IV. PUBLIC COMMENT PERIOD RE: CLOSED SESSION ITEMS

General public comment on any closed session item that will be heard. The Board may limit comments to no more than three (3) minutes pursuant to Board policy. Following public comment on closed session agenda items, the Board will immediately recess into closed session.

V. CLOSED SESSION

- A. Public employee appointment/employment
(Government Code Section 54957(b))

Title: English Teacher WPE
Title: Kindergarten Teacher

- B. Public employee performance evaluation
(Government Code Section 54957)

Title: Superintendent

VI. REPORT OF ACTIONS TAKEN IN CLOSED SESSION

VII. ADVANCED PLANNING

- A. Regular Board Meeting: Tuesday, September 10, 2024

VIII. ADJOURNMENT

PUBLIC

COMMENT

PERIOD

ACTION ITEMS

Item: West Park Charter Academy Renewal 2024-2029

Presenter: Dr. Brian Clark

Date: August 27, 2024

Action: Request for Board Approval

In accordance with state and federal mandates, charter schools must seek out and secure a renewal from a sponsoring district every five years. That being said, West Park Charter Academy is seeking a renewal from West Park Elementary School District's Board of Trustees for 2024-2029. The subsequent renewal (for West Park Charter Academy) has been provided for the Board to consider for approval.

West Park Charter Academy

Renewal

**Presented to: West Park Elementary School District
Board of Trustees**

Date: August 27, 2024

West Park Charter Academy is submitting this revised Charter proposal to renew for the seventh five-year term, extending from August 2024 to August 2029.

The West Park Elementary School Board of Trustees, as the governance oversight and approving LEA of the West Park Charter Academy determines through the five grounds of denial if the charter is renewed every five years.

- | | | |
|---|---|---|
| Y | N | 1. The charter presents a sound educational program for pupils to be enrolled in the charter. |
| Y | N | 2. The implementers can demonstrably implement the program set forth in the renewal. |
| Y | N | 3. The renewal contains the necessary number of signatures. |
| Y | N | 4. The renewal does contain an affirmation of each of the four conditions described in subdivision (d) [of E.C. 47605]: (1) In addition to any other requirement imposed under this part, a charter school 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 the characteristics listed in Section 220. Except as provided in paragraph (2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school. (2) (A) A charter school shall admit all pupils who wish to attend the school. (B) If the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the district except as provided for in Section 47614.5. Other preferences may be permitted by the chartering authority on an individual school basis and only if consistent with the law. (C) In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the charter school and in no event shall take any action to impede the charter school from expanding enrollment to meet pupil demand. (3) If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. This paragraph applies only to pupil's subject to compulsory full-time education pursuant to Section 48200. |

Four Conditions:

- ✓ 1. Shall be nonsectarian in programs, admission policies, employment practices, and all other operations.
- ✓ 2. Shall not charge tuition.
- ✓ 3. Shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability.
- ✓ 4. Shall admit all students who reside in California who wish to attend (up to the school's capacity based upon space, staff, or charter school policy). If the number of applicants exceeds the school's capacity, enrollment shall be determined by an established waiting list.

Y N

5. The 16 elements of this charter are described and/or addressed in this renewal document.

- i. Educational Program**
- ii. Measurable Pupil Outcome**
- iii. Outcome Measurement**
- iv. Governance Structure**
- v. Employee Qualifications**
- vi. Health and Safety of Pupils**
- vii. Racial and Ethnic Balance**
- viii. Admission Requirements**
- ix. Annual Audits**
- x. Student Discipline**
- xi. Employee Retirement**
- xii. Student Attendance Alternatives**
- xiii. Return Rights of District Employees**
- xiv. Dispute Resolution**
- xv. Collective Bargaining**
- xvi. Procedures for Closing**

Sixteen (16) Elements of the West Park Charter Academy

i. Educational Program:

West Park Charter Academy (WPCA) is a K-12 independent study program with two learning centers located in Fresno and Hanford, CA. The program serves students from not only those two cities, but also from many surrounding communities and school districts. Students at WPCA are required to meet with their teacher for a minimum of 1 hour per week, although many of our students visit the learning centers throughout the week for required labs/classes, tutoring, use of technology, etc. In addition to attending on-site appointments with their teacher(s), students at WPCA utilize the learning centers to: work independently, check-out/work on a device to complete assignments/projects, meet with their counselor, receive tutorial assistance, and discuss/prepare for field trips.

For those who are performing below grade level, an additional thirty minutes' minimum is required for targeted intervention. Although the majority of learning occurs outside of the classroom, students receive instruction from credentialed teachers while at their respective learning centers, as well as the capability to receive support from their credentialed teacher. In addition to attending on-site appointments with their teacher(s), students at WPCA utilize the learning centers to: work independently, check-out/work on a device to complete assignments/projects, meet with their counselor, receive tutorial assistance, and discuss/prepare for field trips.

WPCA's students come to the program with a variety of educational backgrounds, experiences, and needs. Some desire the independence, flexibility, and "college feel" to the program, some are behind and want to recover credits, while others do not meet their academic potential in a traditional setting and/or have been expelled from their previous districts. Whatever the case may be, WPCA's teachers, counselors, and support staff are committed to the program's Mission Statement in working to help each and every student maximize their academic and personal potential. The program's ultimate goal is for all students to be prepared for postsecondary opportunities upon graduation.

In order for students in grades K-8th grade to be considered for promotion, she/he must maintain an end-of-the-year grade point average (GPA) of 2.0 (on a 4.0 scale), attend school for at least 90% of the days enrolled, and make satisfactory growth on the District's Reading and Math tests (i.e. gains on a Common Core State Standards-based assessment tool, benchmarks, Renaissance, etc.). Any student attending a traditional setting must meet the criteria of the program in which they are participating. WPCA has the flexibility to ascertain "non A-G" course credit from supplemental sources to determine credit placement on a transcript.

In order to attain a high school diploma from WPCA, a student is required to successfully complete 220 credits. **Note: If the CAHSEE is no longer in existence during the terms of the charter; the replacing requirement by the state of California for assessment must be taken and serve as a guide to meet the CAHSEE criteria.* Each semester, courses and/or coursework for grades 9-12 is/are given a credit value towards the two hundred and twenty (220) graduation credit requirement as it aligns with the program.

Opportunities to excel in credit or course work is designed through the program and approved by the director in collaboration with the teacher and the counselor. Various standards-based and/or subject related assessments and benchmarks will be taken throughout each school year to measure growth in English Language Arts (reading/writing) and Mathematics. The CAASPP Interim Comprehensive Assessments (ICAs) serve as the program's Common Core State Standards (CCSS)-based benchmark assessments. Students in grades 3-12 take the ELA and Math ICAs twice per year (in October and February). Both assessments consist of Computer Adaptive Test questions and Performance Tasks, and align closely with the CAASPP Summative Assessments that students in grades 3-8 and 11 take each Spring. Additionally, students take the Renaissance assessments (STAR Reading and STAR Math) three times per year. Students also take the iReady assessment to help monitor their progress during the school year. Teachers monitor students' progress/growth throughout the school year by reviewing and analyzing data/results of these assessments, thus driving instruction.

Decisions regarding core subject area instruction are made by teachers utilizing assessments that are curriculum-embedded (found within the adopted curriculum). The results of these assessments are analyzed, recorded, shared with students and parents/guardians, and placed in a student file. The files are maintained throughout each school year to assess student progress in core subject areas, as well as being referenced during program audits. Progress reports and report cards are provided once per semester to parents/guardians, or upon request. Records of all students are maintained at the Charter Office in cumulative files securing students' educational history. In addition, transcripts are maintained for high school students (grades 9-12).

Student data is updated on a continual basis, and entered into CALPADs (California Longitudinal Pupil Achievement Data System) as part of the statewide student database. CALPADs is used for program funding.

WPCA meets a need for many students in both Fresno and Kings County (as well as other surrounding communities). With standards-aligned curriculum that addresses the CCSS as well as fulfilling the A-G requirements, students are able to prepare themselves for postsecondary opportunities. Every effort is made to provide equity to all students with regards to:

- **Academics:** Highly-quality, credentialed teachers utilizing CCSS-aligned core curriculum
- **Academic and personal counseling:** Provided by two guidance counselors, a school social worker, and a school psychologist
- **College and Career Preparation Support:** All students enrolled in the program are encouraged to participate in Career Days, College Expos, College campus visits, Career Choices class (for 9th graders), etc.
- **Health Education:** Students have access to programs/services (i.e. County nurse, dental program, social emotional support, etc.) offered by Fresno County and/or the district.

COMMUNITY COLLEGE COURSES

For those students who meet certain requirements and are prepared to take college courses, a High School Enrichment Program is offered to students at WPCA. Students in grades 9-12 can take courses at local community colleges (i.e. Fresno City College, Clovis Community College, West Hills College, and College of the Sequoias), gain valuable college experience, and earn 10 credits per course. Doing so allows students to be “ahead of the game” and have those credits waiting for them once they graduate from high school. In addition, students receive a reimbursement for textbooks if they earn a “C” or higher, submit an official transcript, and submit a receipt to the district office.

ACADEMIC SUPPORT

WPCA offers academic support services to students who are either struggling and/or needing additional support. Students have access to high-quality paraprofessionals (tutors) at both of the program’s learning centers on Tuesdays through Fridays. In order to ensure our paraprofessionals are qualified for this role, they are given an assessment that measures content knowledge in the areas of Reading and Math. Teachers and counselors closely monitor each student throughout the year, and based on need, arrange for them to meet with a tutor. Paraprofessionals are available to tutor students Monday through Friday during each school year.

SUPPORT CLASSES

Recent data has shown that a large number of students at WPCA are having difficulty with Math in general, specifically with developing a solid understanding of Algebra I. Because of this, weekly Algebra labs were created during the 2016-2017 school year at both learning centers, as well as a Foundational Math lab (implemented at the beginning of the 2018-2019 school year) for high school students needing additional support. Throughout the school year, the Algebra and Foundational Math lab teachers have worked closely with a Math specialist/trainer from the Fresno County Superintendent of Schools (FCSS) to locate areas/standards of focus, find ways to best address the Math Practices, plan for instruction, create pacing guides, etc.

In addition to the Biology and Earth Science courses offered to students at WPCA (both A-G aligned), students must complete a lab for each course as well. These weekly labs are offered at both of the program’s learning centers, and are taught by a fully-credentialed science teacher.

ONLINE COURSES

In an effort to provide students at WPCA an opportunity to explore/delve into various career pathways, students now have the opportunity to sign up for dual enrollment at a local community college. CTE counselors help with registration, financial aid, and course selection. When the courses are completed they receive dual credit for the WPCA and their community college. CTE courses will help prepare them for post-secondary education or careers in various industry sectors—some of these include: Agriculture & Natural Resources, Building & Construction Trades, Business & Finance, Education, Child Development & Family Services, Engineering & Architecture, Health Science & Medical Technology, Hospitality, Tourism & Recreation, Information & Communication Technologies, Manufacturing & Product Development, Marketing, Sales & Service, Public Services, Transportation, and other various courses Supporting CTE & Electives.

DIGITAL PROGRAMS

WPCA utilizes supplemental and concentration funds to purchase a number of digital programs to support students in ELA and Math. The programs are mainly used to serve as intervention for students, but are also used to extend learning for those who are performing above grade-level. The following programs were introduced to the program during the 2016-2017 school year and continue to be used:

- **IXL (ELA and Math):** This digital program allows students to practice and sharpen their skills in ELA and Math. The CCSS are addressed, and students' progress is saved/updated each time they sign-in.
- **Lexia Core5 and Lexia PowerUp:** This digital ELA/reading program is primarily used for students in grades K-8. After taking a placement test, the program allows students to learn, practice, and build literacy skills by interacting with the online adaptive program, as well as receiving teacher-led Lexia lessons that target gaps.
- **Reading Plus:** Used primarily for students in grades 9-12, this personalized online reading program helps students develop their physical, cognitive, and emotional domains. Similar to Lexia, this program requires each student to complete a placement test, and starts them at their current reading level.

A major benefit to using these digital programs is that student data is easily accessible for teachers and administrators to review/analyze throughout the year. Teachers have the opportunity to share and reflect on student data, then address areas of focus and plan for re-teaching lessons/activities.

ENGLISH LEARNER/LOW INCOME/FOSTER YOUTH

The needs of all students who attend WPCA, including those who are low-income/socioeconomically disadvantaged, are greatly considered. Every effort is made to provide them with the resources needed for success. Each student is provided with materials/supplies at the beginning of each year, and all new students receive a backpack (full of materials/supplies). In cases where additional outside resources are needed for students and/or families, our guidance counselors and school social worker are able to address the need(s).

WPCA's budget derives from the following funds: General, Supplemental and Concentration, Education Protection Account, Lottery, and a District-created technology fund. These monies are used to provide all students enrolled in the program an equitable education—one that ensures that they will be successful in college and career.

With regards to English Learners, students identified as EL receive instruction and support from teachers who utilize the integrated ELD curriculum, strategies in ELA, Math, and ELPAC levels. The curriculum for these core subjects has been adopted recently, and includes many online and print resources for English Learners. In addition, EL students receive weekly instruction from an English Language Development teacher who holds a BCLAD (in Spanish). The teacher meets with students at both learning centers throughout each semester to address the English Language Development (ELD) Standards. It is an expectation that students work to build their reading, writing, listening, and speaking skills each time they meet with the ELD teacher.

SPECIAL EDUCATION

WPCA provides special education support and services to independent study students with exceptional needs. Students meet with the special education teacher individually and in small groups for a minimum of two hours per week. The special education teacher designs a curriculum to ensure students have access to the general education curriculum while working toward their individualized educational goals. Support services beyond regular SPED services may be established through MOUs with SELPA services or private services.

COUNSELING

Upon enrollment, all students in grades 9-12 are assigned a counselor at their respective learning center. The counselors focus on each student's requirements for graduation as well as academic progress. In addition, the counselors play an integral part in approving students taking additional credits and elective test-outs once per month (elective test-outs are exams that students may take in lieu of taking a course. This allows students to make-up credits and/or allows them to graduate earlier). Counselors also make sure students are aware of the High School Enrichment/Dual Enrollment programs, and that students are college and career ready. The subsequent list indicates some of the duties the counselors at WPCA perform:

- Assist students/parents in completing financial aid and college applications
- Provide emotional support/counseling to students
- Participate in 504, SST, and IEP meetings
- Assist with one-on-one orientations, by providing students/parents with the necessary information to complete the enrollment process
- Plan and ensure that the following events/functions are executed:
 - 8th Grade Promotion Ceremony
 - High School Graduation
 - Career Day
 - Community College/University Field Trips/Vocational School Visits

ii. Measurable Pupil Outcomes

The West Park Elementary School District (WPESD) operates within the ESSA (Every Student Succeeds Act) guidelines, and strives to achieve growth in the Common Core State Standards assessment (CAASPP). The program West Park Charter Academy (WPCA) utilizes a growth model with regards to measuring student progress and program effectiveness. The program serves students from a variety of cultural and academic backgrounds, with many coming to the program with substantial academic deficiencies. An overarching goal of the program is to ensure that each student leaves the program prepared for success in the 21st Century.

Graduation credit is set at 220 credits to parallel many of the traditional schools for the purpose of returning. In addition, students wishing to graduate from WPCA are required to complete a Senior Portfolio, which includes a job application, cover letter, resume, reference list, career research report, and a mock (panel) interview. These elements are subject to innovative redesigning as staff determines student needs and regulatory changes.

West Park Charter Academy adheres to broad-based goals and Expected School-Wide Learning Results (ESLRs) in conjunction with their WASC accreditation terms.

Curriculum and Instruction:

1. Ensure that all students have access to high-quality instruction.
2. Improve student achievement in English Language Arts and Mathematics.
3. Provide essential learning time.
4. Support student learning through meaningful assignments, projects, and activities.
5. Develop a plan regarding computer literacy as identified by state guidelines and district priorities as well as strategies for implementation.
6. Target services and programs for identified student groups to support state standards and instruction.

Assessment and Accountability:

1. Inform staff, parents, and the community of student assessment results.
2. Train and assist staff with data analysis.
3. Monitor program effectiveness.
4. Continually address WASC recommendations.

Student Personal and Academic Growth:

1. Increase communication between all areas and departments so students may learn of opportunities and resources available to them.
2. Continue exploring methods of improving student program attendance.
3. Establish a safety committee. The safety committee will revise the school safety plan and incorporate the crisis response plan.

Leadership, Staff, Vision and Purpose:

1. WPCA will continually visit and address its Mission and Vision.
2. WPCA will work to increase and broaden participation/engagement of parents in instructional and related programs.
3. Staff development needs will be derived from a variety of sources: Mission and Vision statements, staff surveys, Faculty Advisory Committee input, WASC recommendations/Action Plan, WPCA's LCAP, etc.

WPCA operates with the belief that all students can succeed. We believe that it is our responsibility to prepare students for college, career, and/or postsecondary opportunities. This means providing students with a rigorous, high-quality education focusing on the CCSS, ESLRs, WASC goals, Mission, Vision, and LCAP.

In April of 2024, WPCA hosted a WASC Visiting Committee (VC) for a 3-day Self-Study Visit. During this time, the VC examined the program thoroughly, and interviewed community partners at both learning centers and the district office. At the end of their visit, the VC granted WPCA a 6-year accreditation through 2024, with a 2-day follow-up visit in 2021. The accreditation

process and recommendations have guided WPCA to develop and follow an Action Plan that will positively impact student achievement. Since receiving the news of the program's accreditation terms, stakeholders have used the Action Plan and have worked to address various items.

West Park Charter Academy

Revised Action Plan

(Additional School-wide Critical Areas for Follow-Up)

The revised Action Plan ensures that the two critical areas for Follow-Up and other identified needs are addressed. The revised Action Plan reflects program improvements and or revisions made in processes and procedures, all with student equity, access and success at the forefront.

The process for revisiting the original Action Plan began with the WASC Leadership Team and other staff members viewing and discussing the Visiting Committee's report. At this time, actions and procedures were prioritized. The revised Action Plan was then presented to the school's Board of Trustees and other community partners.

The Spring 224 visiting committee's report left WPCA with 4 critical areas for follow-up:

1. Develop and implement a complete Ela and Math intervention program to increase student proficiency on assessments.
2. Train teachers in the analysis of formative and summative assessments data to inform curricular design and student intervention.
3. Revamp elective and CTE programs to increase student college and career readiness.
4. Increase opportunities for parent's engagement to promote family/school connectedness.



West Park Charter Academy Schoolwide Revised Action Plan 2024

Goal #1: Develop and implement a complete ELA and Math intervention program to increase student proficiency on assessments.

Goal #2: Train teachers in the analysis of formative and summative assessment data to inform curricular design and student intervention.

Goal #3: Revamp elective and CTE programs to increase student college and career readiness.

Goal #4: Increase opportunities for parent engagement to promote family/school connectedness.

ACTION PLAN GOAL #1:

Develop and implement a complete ELA and Math intervention program to increase student proficiency on assessments.

Alignment with LCAP Goals:

- LCAP Goal #1- All students at West Park Charter Academy will increase in achievement and proficiency levels in ELA, ELD, and Math, and be prepared for postsecondary opportunities.
 - 1.1 Hire needed staff for existing and needed ELA, ELD, and Math intervention programs.

Major Student Learner Needs:

1. Students are struggling in major areas of ELA and Math achievement.
2. English learner students and students with disabilities are not meeting ELA and math standards across the grades compared to other student groups.

Identified Schoolwide Growth Areas

1. Students are struggling in major areas of ELA and Math achievement, as evidenced by state assessment results.
2. The test scores of significant subgroups (i.e. English Learners, socioeconomically disadvantaged, and students with disabilities) are quantitatively lower than the general student population.

ELA Goals based on Data		
Student Group	22/23 CAASPP Data	24/25 Goals
Schoolwide (SW)	32%	35%
English Learners (EL)	5%	10%
Students with Disabilities (SWD)	0%	5%
Math Goals based on Data		
Student Group	22/23 CAASPP Data	24/25 Goals
Schoolwide (SW)	7%	10%
English Learners (EL)	0%	5%
Students with Disabilities (SWD)	0%	5%

Specific Actions to Close Achievement Gaps	Evidence of Implementation	Measurable Student-Focused Outcomes
Training will be provided in the analysis of formative/summative assessment data to inform curricular design and student intervention.	CAASPP data and local formative measures iReady training Teacher attendance at curricular/intervention trainings	Increased CAASPP scores Increased benchmark assessment scores
Continue providing 9-12 lab classes in language arts, math, and social studies and add lab classes for science.	Student sign-in sheets Class schedules Completed work samples	Increased rigor in 9-12 course offerings as evidenced by increased assessment scores Student access to highly qualified teachers
Continue intensive training in the iReady platform to provide data on student abilities and provide curriculum to meet those needs leading to effective targeted intervention for individual students.	Training attendance Administrative observation PLC agendas	Intervention offered for all students performing below Standard Met on CAASPP Improvement in iReady levels
The hiring of intervention specialists is needed to provide targeted support to students with greatest need.	WPESD job postings and job fairs	Student attendance at intervention classes/labs Student access to highly qualified teachers

ACTION PLAN GOAL #2:

Train teachers in the analysis of formative and summative assessment data to inform curricular design and student intervention.

Alignment with LCAP Goals:

- LCAP Goal #1- All students at West Park Charter Academy will increase in achievement and proficiency levels in ELA, ELD, and Math, and be prepared for postsecondary opportunities.
 - 1.1 Hire staff for existing and needed ELA, ELD, and Math intervention programs.
 - 1.3 Teachers and support staff will engage in ongoing professional development.
 - 1.4 Provide progress monitoring resources and tools.

Major Student Learner Needs:

1. Students are struggling in major areas of ELA and Math achievement.
2. English learner students and students with disabilities are not meeting ELA and math standards across the grades compared to other student groups.

Identified Schoolwide Growth Areas

1. Increase schoolwide ELA and Math proficiency.
2. The test scores of significant subgroups (i.e. English Learners, socioeconomically disadvantaged, and students with disabilities) are quantitatively lower than the general student population.

Formative Longitudinal Assessment Data

% At or Above Standard on Renaissance

	2023-24	2024-25 Goal
2023-2024- ELA	30%	38%
2023-2024- Math	38%	47%

Summative ELA Goals based on Data

Student Group	22-23 CAASPP Data	24-25 Goals
Schoolwide (SW)	32%	35%
English Learners (EL)	5%	10%
Students with Disabilities (SWD)	0%	5%

Summative Math Goals based on Data		
Student Group	22-23 CAASPP Data	24-25 Goals
Schoolwide (SW)	7%	10%
English Learners (EL)	0%	5%
Students with Disabilities (SWD)	0%	5%

Specific Actions to Close Achievement Gaps	Evidence of Implementation	Measurable Student-Focused Outcomes
Training will be provided in the analysis of formative/summative assessment data to inform curricular design and student intervention.	CAASPP data and local formative measures iReady training Teacher attendance at curricular/intervention trainings	Increased CAASPP scores Increased benchmark assessment scores
Continue intensive training in the iReady platform to provide data on student abilities and provide curriculum to meet those needs leading to effective targeted intervention for individual students.	Training attendance Administrative observation PLC agendas	Intervention offered for all students performing below Standard Met on CAASPP Improvement in iReady levels

ACTION PLAN GOAL #3: Revamp elective and CTE programs to increase college and career readiness.
<p align="center">Alignment with LCAP Goals:</p> <ul style="list-style-type: none"> LCAP Goal #1- All students at West Park Charter Academy will increase in achievement and proficiency levels in ELA, ELD, and Math, and be prepared for postsecondary opportunities. 1.7 Provide students with opportunities to prepare themselves for college and career readiness
<p align="center">Major Student Learner Needs:</p> <ol style="list-style-type: none"> Students need to have greater elective course options. There is insufficient promotion of the college enrichment program. Students lack the opportunity to align with business partners.
<p align="center">Identified Schoolwide Growth Areas</p> <ol style="list-style-type: none"> Increase elective options to include the following courses: Focus on Personal Finance, Criminal Justice, and Essentials of Marketing. Increase student enrollment in the college enrichment program. Create business partnerships to enhance the CTE program.

# of High School Students Enrolled in College Enrichment Courses		
College	2023-24	2024-25 Goal
Fresno City	9	30
West Hills	2	12

Specific Actions to Close Achievement Gaps	Evidence of Implementation	Measurable Student-Focused Outcomes
Increase elective options to include the following courses: Focus on Personal Finance, Criminal Justice, and Essentials of Marketing.	Elective class rosters Course catalog	Increased enrollment in electives as reflected in Pathways.
Increase student enrollment in the college enrichment program.	Master Agreements School Pathways	Higher percentage of high school students enrolled in a minimum of one college class.
Create business partnerships to enhance the CTE program.	Roster of business partners	Placement of high school students with enlisted business partners.

ACTION PLAN GOAL #4
Increase opportunities for parent engagement to promote family/school connectedness.
<p style="text-align: center;">Alignment with LCAP/SPSA Goals:</p> <ul style="list-style-type: none"> ● LCAP Goal #2- West Park Charter Academy will continually improve its positive school culture and climate. <ul style="list-style-type: none"> 2.2 Provide WPCA's students and parents/guardians with co-curricular and extra-curricular opportunities 2.3 Recognize WPCA's students' academic achievement, progress, and attendance. 2.4 Increase parent communication through improved accessibility to the district's website, grading and attendance systems, and other platforms.
<p style="text-align: center;">Major Student Learner Needs:</p> <ol style="list-style-type: none"> 1. The recognition of student achievement is under-represented at West Park Charter Academy. 2. Parent engagement continues to be low which negatively impacts the school's culture and climate.
<p style="text-align: center;">Identified Schoolwide Growth Areas</p> <ol style="list-style-type: none"> 1. Expand recognition opportunities in academic, character, and service excellence (i.e. honors luncheons, student of the month). 2. Increase opportunities for parent participation and involvement in student academic, social, career, and character recognition to enhance the climate and connectedness at WPCA. 3. Increase parent attendance at school-sponsored events.

Opportunities for Parent Involvement

2023-24 Activities	2024-25 Goal
7	10

Specific Actions to Close Achievement Gaps	Evidence of Implementation	Measurable Student-Focused Outcomes
Students will receive additional recognition opportunities in academic, character, and service excellence (i.e. honors luncheons, student of the month).	Sign-in rosters. Parent Square Fliers	Higher percentage of students recognized
WPCA will increase opportunities for parent participation and involvement in student academic, social, career, and character recognition to enhance the climate and connectedness at WPCA	Parent Square Fliers	Higher percentage of families attending WPCA events.
WPCA will increase parent attendance at school-sponsored events	Parent sign-in rosters	Higher percentage of families at school events

EXPECTED SCHOOL WIDE LEARNING RESULTS

WPCA's Expected School Wide Learning Results (ESLRs) were revisited and amended in the Fall of 2011 by administration and staff. Since then, the ESLRs have been implemented and addressed by staff and students.

Competent Users of Technology

- Utilize technology as a tool for learning, communicating, and conducting research
- Use technology to access, manipulate, and produce information

Measurable Indicators can include:

- o Microsoft Office, including Word and/or Powerpoint
- o Research papers and essays done in MLA format
- o Typing test (skills: 25-30 wpm, correct form)
- o Use of Internet to gather information for required course work

Academic Achievers

- Act responsibly, honestly, and ethically
- Are self-directed learners
- Are knowledgeable and prepared to be successful in life beyond graduation

Measurable Indicators can include:

- o Completion of senior portfolio
- o RMA's
- o Completion of courses
- o GPA- 2.0 or above

Responsible Citizens

- Follow the rules of the school
- Show respect for self and others
- Demonstrate personal responsibility and integrity

Measurable Indicators can include:

- o Attendance to labs and weekly appointments
- o Completion of graduation requirements
- o Dress code/rules
- o Assigned work completed each week

Effective Communicators

- Collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings
- Demonstrate skills of speaking, listening, reading, and writing for different purposes and in a variety of situations

Measurable Indicators can include:

- o Balancing school with jobs, community activities, and family commitments
- o Oral and written reports/presentations including question and answer periods
- o Completion of grade-level English requirements
- o Following verbal and written instructions

iii. Outcome Measurement

West Park Charter Academy meets the following criteria/standard for renewal

EDUCATION CODE - EDC

TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 64100]

(Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 4. INSTRUCTION AND SERVICES [46000 - 64100]

(Division 4 enacted by Stats. 1976, Ch. 1010.)

PART 26.8. CHARTER SCHOOLS [47600 - 47664]

(Part 26.8 added by Stats. 1992, Ch. 781, Sec. 1.)

CHAPTER 2. Establishment of Charter Schools [47605 - 47608]

(Chapter 2 added by Stats. 1992, Ch. 781, Sec. 1.)

47607.

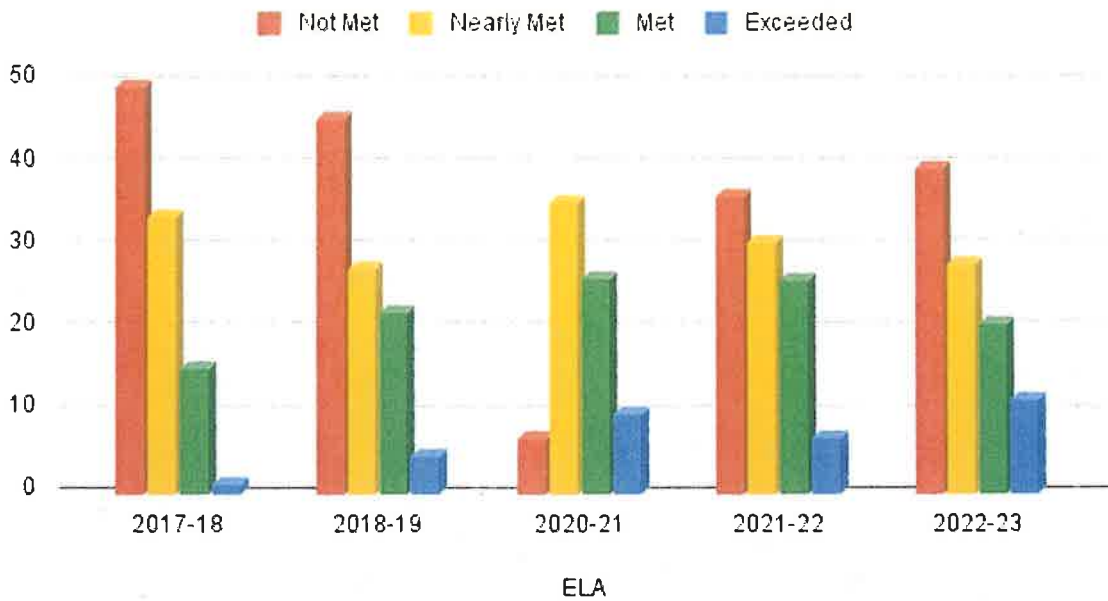
(a) (1) A charter may be granted pursuant to Sections 47605, 47605.5, and 47606 for a period not to exceed five years. A charter granted by a school district governing board, a county board of education, or the state board may be granted one or more subsequent renewals by that entity. Each renewal shall be for a period of five years. A material revision of the provisions of a charter petition may be made only with the approval of the authority that granted the charter. The authority that granted the charter may inspect or observe any part of the charter school at any time.

(b) Commencing on January 1, 2005, or after a charter school has been in operation for four years, whichever date occurs later, a charter school shall meet at least one of the following criteria before receiving a charter renewal pursuant to paragraph (1) of subdivision (a):

(4) (A) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

WPCA CAASPP (SBAC) Results – 5-Year Comparison

ELA SBAC

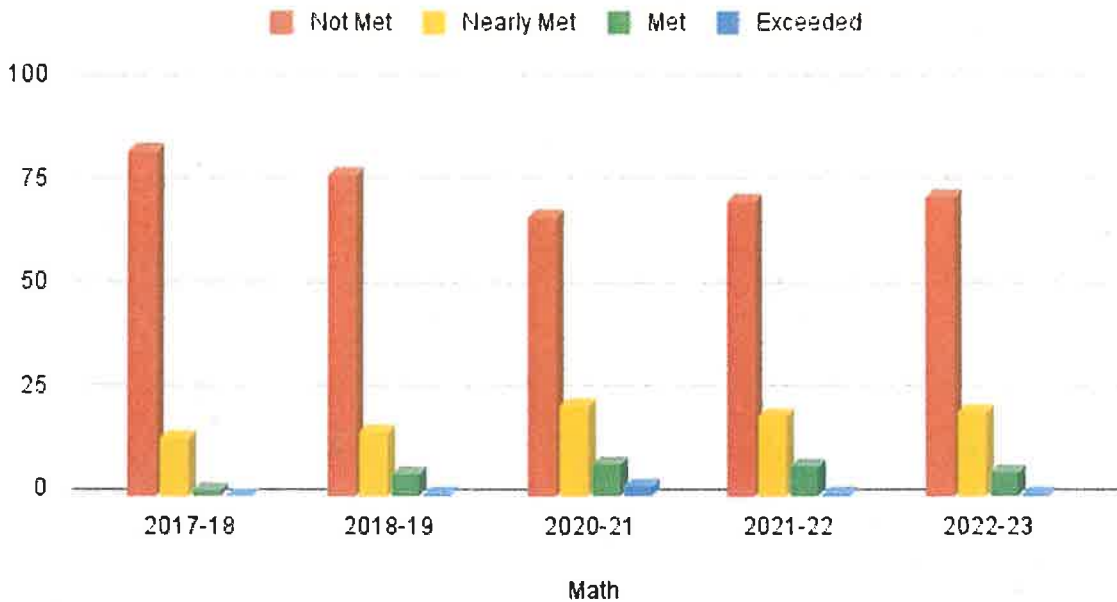


ELA

	Not Met	Nearly Met	Met	Exceeded
2017-18	49.69	33.74	15.34	1.23
2018-19	45.6	27.46	22.28	4.66
2020-21	6.92	35.42	26.39	9.72
2021-22	36.15	30.77	26.15	6.92
2022-23	39.67	28.1	20.66	11.57

The past three years have seen an increase in the percentage of students nearly meeting or exceeding ELA standards compared to the 2017-2018 school year. Results show that in the 2022-2023 school year, approximately 39.67% of students have not met the standards for ELA. However, that is significantly less than the 2017-2018 school year by approximately 10%. These results also show that in 2017-2018, only 1.23% exceeded the standards for ELA, but in the 2022-2023 school year, WPCA students exceeded the standards by 11.57%, which is an increase of 10%. WPCA’s administration, teaching staff, and support staff are continuing their pursuit of growing professionally (contracting FCSS ELA services for professional development), as well as strengthening instruction and the support provided to students. The data obtained through these assessments have provided teachers with valuable information in regard to areas of growth for each student. This will be used to guide instruction and allow for gaps in learning to be addressed, and for WPCA students to continue to meet their ELA standards.

Math SBAC



	<i>Math</i>			
	Not Met	Nearly Met	Met	Exceeded
2017-18	83.75	14.38	1.88	0
2018-19	78.01	15.71	5.76	0.52
2020-21	67.61	21.83	7.75	2.82
2021-22	71.76	19.85	7.63	0.76
2022-23	72.65	20.55	5.98	0.85

The past three years have seen a decline in the percentage of students exceeding the standard in Math. A major factor contributing to this decline is that students enrolling at WPCA have significant gaps in foundational/conceptual understanding and the fluctuation in the number of students enrolled. Regardless, WPCA administration and teaching staff are committed to growing professionally (contracting FCSS Math services for professional development) and strengthening instruction. Approximately 6% of students met the standards for math, and 20.55% nearly met the standards. However, comparing the 2017-2018 school year, we can see that there was approximately a 10% decrease in the 2022-2023 school year. The data obtained through these assessments have provided teachers with valuable information in regards to areas of growth for each student, and will be used to guide instruction and allow for gaps in learning to be addressed.

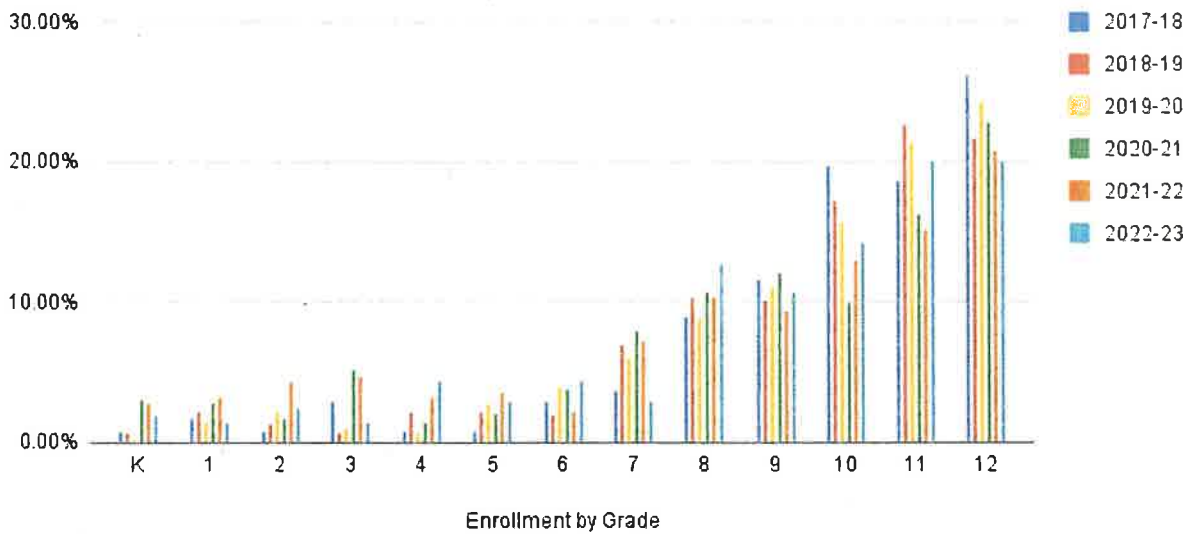
2022-2023 CAASPP (SBAC) Results

		ELA	Math
West Park Charter Academy (Tested Grades 3-8,11)	Standard Exceeded	11.57%	0.85%
	Standard Met	20.66%	5.98%
	Standard Nearly Met	28.10%	20.55%
	Standard Not Met	39.67%	72.65%
West Park Elementary (Tested Grades 3-8)	Standard Exceeded	1.49%	2%
	Standard Met	14.36%	8%
	Standard Nearly Met	21.78%	25.50%
	Standard Not Met	62.38%	64.50%
Central Unified Alternative/Opportunity (Tested Grades 3-8, 11)	Standard Exceeded	4%	1%
	Standard Met	18%	0%
	Standard Nearly Met	38%	13%
	Standard Not Met	40%	86%
Crescent View South II (Tested Grade 11)	Standard Exceeded	3.73%	0.53%
	Standard Met	25.33%	4.53%
	Standard Nearly Met	32.27%	16%
	Standard Not Met	38.67	78.93
Crescent View West Public Charter (Tested Grades 8, 11)	Standard Exceeded	8.43%	0.58%
	Standard Met	29.94%	3.50%
	Standard Nearly Met	30.81%	14.58%
	Standard Not Met	30.81%	81.34%
Crossroads Charter (Tested Grades 3-8, 11)	Standard Exceeded	5.75%	0%
	Standard Met	22.99%	8.05%
	Standard Nearly Met	41.38%	21.84%
	Standard Not Met	29.89%	70.11%

Although there is plenty of room for improvement in the student's academic achievement at WPCA, the CAASPP data from the Spring 2023 administration shows that the program is performing equivalently and/or stronger than other similar programs. In the area of ELA, approximately 20.66% of WPCA students met the standard, while about 6% of students met the standard in Math. As mentioned earlier, teachers and support staff at WPCA will continue to grow professionally through FCSS ELA and Math services, workshops offered at local county offices of education, and/or various local or out-of-town conferences. These efforts are made with student achievement at the forefront.

WPCA Enrollment by Grade Level

Enrollment by Grade



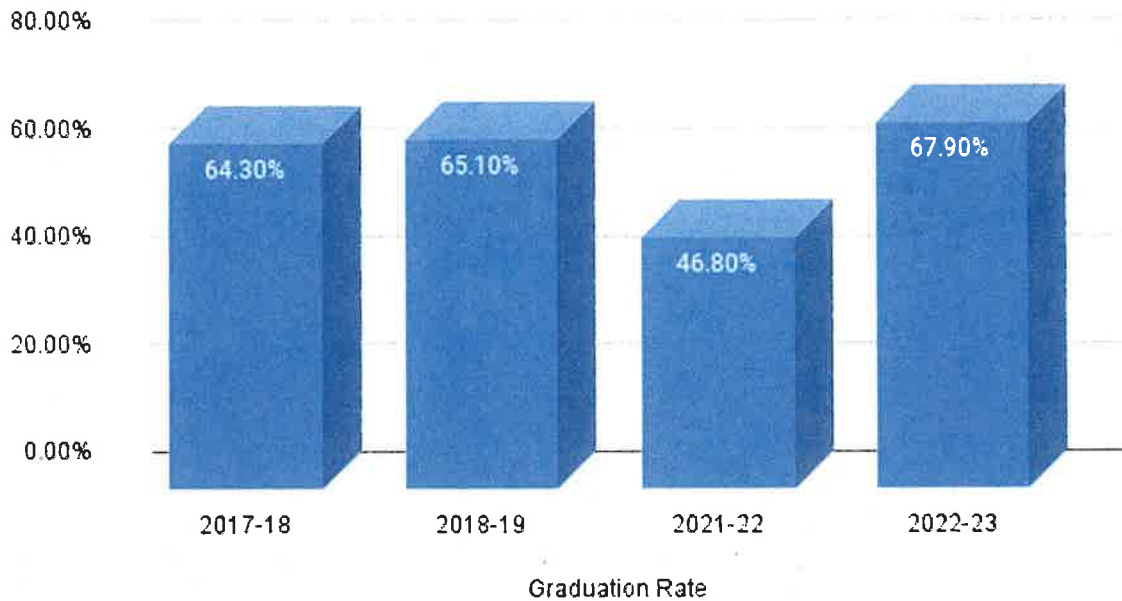
Enrollment by Grade

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
<i>K</i>	0.75%	0.63%	0.36%	3.11%	2.88%	1.96%
<i>1</i>	1.87%	2.20%	1.43%	2.77%	3.24%	1.47%
<i>2</i>	0.75%	1.26%	2.14%	1.73%	4.32%	2.45%
<i>3</i>	3.00%	0.63%	1.07%	5.19%	4.68%	1.47%
<i>4</i>	0.75%	2.20%	0.71%	1.38%	3.24%	4.41%
<i>5</i>	0.75%	2.20%	2.86%	2.08%	3.60%	2.94%
<i>6</i>	3.00%	1.89%	3.93%	3.81%	2.16%	4.41%
<i>7</i>	3.75%	6.92%	6.07%	7.96%	7.19%	2.94%
<i>8</i>	8.99%	10.38%	8.93%	10.73%	10.43%	12.75%
<i>9</i>	11.61%	10.06%	11.07%	12.11%	9.35%	10.78%
<i>10</i>	19.85%	17.30%	15.71%	10.03%	12.95%	14.22%
<i>11</i>	18.73%	22.64%	21.43%	16.26%	15.11%	20.10%
<i>12</i>	26.22%	21.70%	24.29%	22.84%	20.86%	20.10%

Although enrollment at WPCA fluctuates from year to year, the past three years have been consistent with regard to the number of students in grades 8-12. As of August 2024, the total enrollment at WPCA (Fresno and Hanford) is approximately 145 students.

WPCA Graduation Rate

Graduation Rate



WPCA has experienced an increase in the number of students graduating from the program. The percentage increased by 21% in the 2022-2023 school year, with the graduation rate at just over 67%. There was a drop in the graduation rate in 2021-2022, but this may have been due to the COVID-19 pandemic. We recovered our graduation rate in 2022-2023, continuing the trend before the pandemic in 2020.

2022-2023 Graduation Rates

Compared to Similar Schools/Programs

Results Obtained from the California Department of Education Dataquest Tool:

<https://data1.cde.ca.gov/dataquest/>

2022-23 Graduation Rates	
<u>School/Program</u>	<u>Graduation Rates</u>
West Park Charter Academy	67.9
Central Unified Alternative/Opportunity	69
Crescent View South II	34.6
Crescent View West Public Charter	24.1
Crossroads Charter	84.2

iv. Governance Structure

The WPESD Board of Trustees oversees the elements of the charter delegating the Superintendent to oversee components of leadership and to guide the accountability of the program. The Board of Trustees is subject to the Brown Act regulations and identifies the charter as a direct funded model. Program information is delivered to the Board of Trustees through the public-held board meetings scheduled monthly and guided by the WPESD policies. Information related to the board includes; program, facilities, human resources, fiscal management, and general support services.

The WPESD Board of Trustees serves as the governing body for the WPCA. The charter administrator (Director) will report directly to the Superintendent of the WPESD and may serve as part of the district leadership team. The Superintendent will be responsible for the evaluation performance of the charter leadership. The Superintendent may, under the approval of the Board of Trustees, release any employee who is employed under the provision of “at-will” conditions as aligned with the labor code.

There may be subcommittees developed and designed to establish program recommendations and suggestions as aligned to a program plan. These include:

- ELAC – English Language Advisory Council
- WASC Accreditation –Western Association of Schools and Colleges
- LCAP – Local Control Accountability Plan
- FAC – Faculty Advisory Committee

The governing board conducts a monthly public meeting in which charter items are part of the agenda; reports both written and oral are to be reported to the board and to the public.

The Superintendent may employ an audit team to objectively gather data on the various sectors of the charter program to report suggestions to the Board of Trustees so that the Superintendent can then direct guided decisions for the progress of the school program.

The charter’s administrative evaluation is subjective to board input and expectations communicated as annual goals reflecting program performance. Dismissal or re-assignment may be a result of not achieving goals.

v. Employee Qualifications

WPCA currently employs 4 part-time classified positions and 14 certificated positions, which includes; a director, counselors, and teachers. Services and contracts are directly connected to the WPESD. This Partnership has existed since the charter’s inception in 1993 and has evolved into a partnership of fiscal and service provisions that support county and state reporting.

The district administration and management comprises of a Superintendent, and classified managers in the area of fiscal services, human resources, payroll and attendance. Other services provided by the WPESD are Technology, Maintenance, Data Analyst, School Psychologist, and clerical support for communications and report processing. The Superintendent serves as the

Board's designee for leadership oversight. Special Education services are provided through the WPESD and the Fresno County Superintendent of Schools SELPA (Special Education Local Planning Area).

EMPLOYEE QUALIFICATIONS:

WPCA will coordinate highly qualified educators as aligned in the "Every Student Succeeds Act" (ESSA) legislation. All employees providing instructional services to k-12 students must:

1. Hold an active and valid California state teaching credential or long-term emergency credential leading to a professional clear teaching credential (including in and out of state waivers and such provisions).
2. Demonstrate professional maturity and ethics.
3. Demonstrate the ability to be flexible, resourceful, imaginative, and proficient in computer-based learning opportunities.
4. Demonstrate an understanding of and be proficient in facilitating learning with students from varying cultural and ethnic backgrounds.
5. Demonstrate the ability to work as a team and/or a team leader.
6. Demonstrate the ability to design, tailor, and manage individual learning plans.
7. Demonstrate sensitivity towards students and families needing English language support or not accustomed in succeeding in traditional academic settings.
8. Understand the four essential components of independent study instructional delivery (identified on page one of this document).
9. Fulfill all required obligations as stated in the West Park Elementary School District policies.

All non-instructional staff (certificated or non-certificated) will possess experience and expertise appropriate to their position as outlined in current district job descriptions. If there is a gap in such terms, then they must demonstrate a strong propensity to progress to the terms of the job required. Failure to meet progress to this goal may result in release from the employment.

Ideally, each employee at WPCA will meet the following criteria: 1) be committed to the future progress of the charter school 2) to be an employee who will not be discouraged by student poverty 3) understands how to apply state standards through engaging instruction 4) can work with others 5) promotes and guides students to become "self-learners" 6) demonstrates effective innovative practices 7) applies technology 8) maintains a positive professional demeanor 9) enjoys challenges 10) has the ability to use resources that are standard to the program 11) is willing to make the appropriate referrals aligned with the program and 12) demonstrates professional representation in their respective role.

Teachers:

To be recognized as a Teacher at WPCA, an employee must have-

1. Valid California Teacher Credential(s) and certificates authorizing appropriate grade level assigned instruction. (This includes TC authorization for waivers on difficult-to-fill

- subject areas (i.e., Special Education, Math, and Science) recognized by the state or county.
2. No criminal record or pending case that would violate the intent of California and federal law that would keep an adult from being in contact with children.
 3. All appropriate and required “medical screenings or exams” must be up-to-date and not be a factor in effectively providing service to students or interfering with others from doing their jobs.
 4. Any HOUSSE criteria established by the WPESD. Clearance for HOUSSE certification(s) must be on file. HOUSSE provisions allow teachers to maintain Highly Qualified Teaching (HQT) status within a district or district program based on the number of course units in a specific subject area.
 5. Any teacher hired to instruct in any capacity is not allowed to teach minors within the program without an active credential as defined by California Teaching credential commission. A Teacher is responsible for keeping their credential(s) active; and all required documentation updated.
 6. Understand and abide by the conditions of holding a California Teaching Credential.

Knowledge and Abilities:

Each teacher is responsible for the subject content, state standards, philosophical, social and educational expectations relative to WPCA’s Mission and Vision as it pertains to the expected responsibilities and duties of enhancing student academic performance and student interpersonal skills.

Employee Status:

All employees’ status with WPCA is identified as “at-will” due to the plan for closure and/or restructuring opportunities necessary to establish program adaptations to California state provisions or to apply innovative practices that may no longer include a specified role. There is no tenure status or “seniority” status among charter employees unless negotiated and agreed upon independently with a charter employee and the WPESD. The term “at-will” is defined as the willingness to separate from agreed services at any given time for no cause – notification must be in writing. If an employee is not accounted for in a three-day work period with no contact with the WPCA administration or WPESD administration, during the time of their contract, then they will have relinquished their position.

The WPCA administration is responsible for acting in accordance to and enforcing California Labor Code, OSHA regulations, and only those Education Codes and district policies and agreements that pertain to the charter employees. The district may forego or exclude those education codes that inhibit or restrict the charter school from progressing or advancing. All charter administrators must act in the best interest of established charter policies and conditions as accepted by the WPESD Board of Trustees.

The role of the director is to primarily lead and guide the curricular design and implementation. Secondly, manage resources in collaboration with the district resources and lead through established collaboration of the district management.

vi. Health and Safety of Pupils

WPCA operates a safe and welcoming program for all students. A Parent/Student Handbook is provided to explain rules and protocols for dress code and for interaction with others. In addition, students at WPCA have access to one full-time guidance counselor at each learning center as well as a district social worker; the district also contracts a school psychologist and speech therapist through FCSS. These services are designed to meet the social emotional needs of all students at WPCA.

Drills such as fire, earthquake, and lock-downs occur throughout each school year. Students and staff are provided with safety procedures/evacuation routes in the event of an actual situation.

vii. Racial and Ethnic Balance

WPCA meets the four conditions required by EC 47605 subdivision (d); defined on page 1 of this renewal document.

All program practices are non-sectarian, including admission policies, employment practices, and all other aspects of the operations.

There is no charge of tuition or any student cost as aligned to the governor's edict of 2010.

WPCA serves a diverse student population and does not discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability. Currently, WPCA serves approximately 145 students. The diversity of students attending WPCA is in alignment with the diversity that attends the West Park Elementary School and the surrounding school communities in which the extended sites are located. The majority of students in the program are Hispanic or have Hispanic surnames, and **65% are eligible for the National School Lunch Program (NSLP)** **insert chart/graph here**. The adjacent districts are Hanford Unified School District, Fresno Unified School District, and Central Unified School District.

viii. Admissions Requirements:

WPCA has a registration/enrollment packet that parents/guardians complete and submit prior to attending an orientation. Due to the nature of the program, it is highly recommended that a student can read at or near grade level; and not below the fourth grade level if they are to attempt independent learning at grades 6-12. Although WPCA serves K-12, resources for intense intervention (more than two grade levels below is screened at the sixth grade level to determine independent learning capacity).

WPCA admits all students who reside in California who wish to attend (up to the school's capacity based upon space, staff, or charter school policy). If the number of applicants exceeds the school's capacity, enrollment shall be determined by an established waiting list.

WPCA complies with all the laws established for minimum age for public school attendance. Admission to the school will require a signed commitment form for students, parent(s), legal

guardians, and/or other concerned adults who may be directly responsible for the student's development (i.e. counselors, social workers, etc.).

Admission of a student is subject to availability of openings, slated resources, and the commitment of each student and guardian to the program.

Prospective independent study students and their parents/guardians will complete and sign a Master Agreement in partnership with the school indicating an understanding of the program, philosophy, service requirements, and expected student achievements and outcomes. This agreement is prepared to hold a student, parent/guardian and school accountable for learning results and it will detail individual responsibilities. Continuing enrollment in this school will be dependent on all partners meeting the expectations and conditions of the agreement.

A child with disabilities attending WPCA shall receive special education services as identified on the specified Individualized Education Plan (IEP).

WPCA is required to operate in compliance of the Individuals with Disabilities Education Act "IDEA" (20 U.S. C. Sec. 1400 et seq.) and implementing regulations.

Current district practices include program delivery and outsourcing with local area SELPA LEA's Memos of Understanding (MOU's) for services that are beyond the scope of the district's program.

ix. Annual Audits

Fiscally, WPCA is part of the WPESD's audits for fiscal accountability. Over the time of the renewal, the Superintendent may assign an audit team to make recommendations regarding progressive changes, organizational realignments, curricular adaptations, facility improvements, regulatory alignments, and overall program revision(s). Annual audits are conducted both internally and externally through an independent auditor, county level auditors, state and federal level auditors. Such audits include facility OSHA regulations, fire department local ordinances, state EPA (Environmental Protection Agency issuances (such as AHERA), and district level policies.

Because some charter students may be served within the K-8 traditional setting during some amended years, it is essential to identify that West Park Elementary School functions as a single-track YRE (Year Round Education) model. The district receives categorical and grant funds from its qualifying student base; this includes Title 1, Title 2, Title 3, Title 4, Title 5, Title 6, After School (ASES), Professional Development, Local Control Funding Formula (LCFF) and Common Core allocations, Class Size Reduction (Grade Span Apportionment) and various grants and single release dollars.

WPCA utilizes a more traditional school calendar to align with area schools' dates of instruction. The program receives a categorical block grant and does not receive Title 1 funds. WPESD adheres to the LCFF (Local Control Funding Formula)—in which a Local Control Accountability Plan (LCAP) model is required for funding schools in the state of California of which WPCA has been implementing.

Fiscal Conditions:

WPCA is a direct-funded charter that operates as a dependent charter for fiscal and management reasons only. It is therefore, in partnership with the WPESD for services rendered and maintenance of fiscal solvency.

All financial operations and fiscal audits of WPCA will be conducted through the WPESD and reported to the Board of Trustees. Audit exceptions and deficiencies will be resolved as per district policies and procedures.

Acceptance of this renewal creates an understanding between the charter school and the school district to support the following services:

Academic Program

- Consult for Policies and Program Design
- Support Student Instructional Opportunities
- Data Analysis

Human Resources

- Support towards hiring and personnel evaluations
- Support towards Professional Development

Fiscal Services

- Fiscal Audits
- Service and facility contracts
- Purchase processing
- Budget compliance (Projections, Analysis, and Reporting)
- CALPADs
- Insurance Liabilities

Attendance Reporting Services

- Assist with CBEDS (P1/P2) reporting
- Attendance Compliance

Payroll Services

- Support teacher pay scale and benefits
- Coordinate Retirement Accounts

Maintenance

- Support Facility Needs

These services are purchased by the district through this renewal and may be subject to change upon approval of the WPESD Board of Trustees.

x. Student Discipline

When a student cannot adhere to the program expectations, are not benefitting from the program, and/or disrupting the learning and opportunities of others, the student will be removed from the program and referred back to their original district of residence. In addition, a notice will be sent to the county superintendent that the student has been dropped from the program. Student

misconduct can/may result in removal from WPCA back to the originating district or the district of residence. Each time a student leaves the program prior to graduating or being promoted, information is forwarded to the county superintendent and/or the district of residence. Students who are involuntarily removed from WPCA may re-apply to the program. However, if the student is re-enrolled, the start date would be the beginning of the upcoming semester or after six weeks, whichever is longer in time—keeping in mind that there is no assurance of being readmitted to the program.

It is important for all students attending WPCA to complete their assignments/ schoolwork on a regular basis. When students miss assignments, gaps in the educational process may develop, and can be very difficult to make-up. If students miss an appointment and/or work is not completed as assigned, parents/guardians will be contacted, and a Report of Missing Assignment/Appointment (RMA) will be reviewed and signed by the student, parent/guardian, teacher, and director. Arrangements must be made to make-up the missed assignments and appointments (instructional time) within the Learning Period. Three RMAs may result in the removal from the program.

Complying with established rules and protocols is essential to maintaining enrollment, supporting students' academic achievement, and maintaining a safe atmosphere (for students and staff).

Pupil Suspension and Expulsion:

WPCA maintains a comprehensive set of discipline procedures and policies conducive to student rights and program operations aligned with the California Education Codes. These policies are printed and distributed in the Parent/Student Handbook, as well as the Certificated Staff Handbook. They clearly describe WPCA's expectations regarding attendance, mutual respect, substance abuse, violation, safety, and work habits. Although every effort is made to review this information with stakeholders at the beginning of each school year (and during orientation for new students), it is their responsibility to make themselves aware and understand WPCA's practices and procedures. The school has prepared expectations, timelines, and consequences for failure to meet expectations which may include, but not limited to removal from the program.

xi. Employee Retirement

All certificated teachers and administration are part of the State Teachers Retirement System (STRS), and all classified employees working over four (4) hours are part of the Public Employees Retirement System (PERS). All charter employees have equal access to the supplemental plans (i.e. 403B and 457) as do their "non-charter" counterparts in the district.

xii. Student Attendance Alternatives

As a "non-seat" program (Independent Study), students are expected to complete their weekly assignments. Opportunities to make-up work or missed appointments exist within the Learning Period defined in the annual schedule from which the assignment is designed. WPCA adheres to independent study regulations in the state of California.

Moreover, when a seat program is implemented through a partnering program, the student is subject to the rules and protocols of the program; rules and/or an additional behavioral contract may be implemented.

xiii. Return Rights of District Employee

Any WPESD employee tenured at the district or hired for district work, and voluntarily chooses to fill an opening to work for the WPCA, has return rights to the West Park Elementary program (once they have secured tenure status within the district). These rights apply only to WPESD tenured employees and mutual agreement with the WPESD.

xiv. Dispute Resolution

Dispute Resolution Process

All complaints and disputes will follow the policy/procedures approved by the WPESD Board of Trustees; the Board's decision is final. Initially, a dispute should be settled at the site level. Secondly, the dispute should be reported to the immediate supervisor (if initial steps do not work). Generally, ten days are given for a resolution response. Thirdly, if no resolution is met, then a grievance is submitted to the Human Resource office in writing. This will be given to the Superintendent for review and managed within ten days. If there is no resolution, then the issue will be referred to the Board of Trustees; then the issue will be finalized.

This process is paralleled to parent complaints and concerns beginning at the student-teacher level.

xv. Collective Bargaining

As of the 2017-2018 school year, West Park Elementary School teachers have had the option to be part of a union. However, employees at WPCA are of non-union status and therefore considered "at-will." All labor laws apply accordingly and are managed through legal interpretation. The district applies salary as a common labor factor (i.e., schedules, COLA increases, etc.). Employee labor force policies and work conditions are handled separately due to terms of program design.

There is no current collective bargaining with the WPCA Employees.

xvi. Closure Plan:

In the case that WPCA closes as an operating school program, all assets and obligations will be absorbed by the WPESD. "At-will" employees will receive notice of termination of position and duties that will coincide with terms of closure.

xvii. Other:

In the case that this renewal needs to be amended, it shall be made in writing and presented to the Board of Trustees by the director with its identified resource(s) for the amendment. Material revisions are routine, and amendments shall be made pursuant to the standards, criteria, and timelines defined in Education Code 47605; or any state allowable addendums for such changes.

Flexibility of Education Code:

In order to improve or advance the educational process, charters were initially designed to assist school programs to have flexibility with specified education codes that relinquish regulatory obstacles. This flexibility to address such codes may vary from year-to-year. However, as issues arise, the Board of Trustees will address the flexibility or specified education code to forego an obstacle towards improving and advancing the educational process.

Any midterm changes must be written as an addendum and accepted by the WPESD Board of Trustees.

SITE LOCATIONS

<i>Charter Office</i>	2695 S Valentine Ave	Fresno, CA 93706	(559) 233 - 0727
<i>Fresno Center</i>	3645 W Shaw Ave., Suite 102	Fresno, CA 93711	(559) 277 - 5297
<i>Hanford Center</i>	789 W Lacey Blvd.	Hanford, CA 93230	(559) 587 - 9913

Signatures Supporting Continuance:

Fernando Alvarez, Board of Trustees, President West Park Elementary School District

Araceli Lopez, Board Clerk

Charter Advocate

Tamita Boyd, District Chief Business Officer

Dr. Brian Clark, Superintendent

ITEM: Seaton Consulting, Inc. Services Agreement Proposal for LCAP and California School Dashboard

PRESENTER: Dr. Clark, Superintendent of West Park Elementary School District

Date: August 27, 2024

Action: Request for Approval

We are seeking the approval to acquire services with Seaton Consulting, Inc. to assist with Local Control Accountability Plans for the Elementary school and Charter. This support will help with survey construction and dissemination, the analysis of data needed to support LCAP metrics, LCFE budgetary history and current shifts in funding. Seaton Consulting will be instrumental in assisting with key aspects of completing a thorough and precise LCAP.

SEATON CONSULTING, INC. SERVICES AGREEMENT



This Seaton Consulting, Inc. Services Agreement ("Agreement") is entered into September 1, 2024, between **Seaton Consulting, Inc.**, a California corporation having its principal place of business at 2155 Jerry Lane, Lodi, CA 95242 ("Consultant"), and **West Park School District** having its principal place of business at 2695 South Valentine Ave., Fresno, CA 93706 ("Client"). Seaton Consulting, Inc. and Client desire to have Seaton Consulting, Inc. perform professional services for Client, subject to and in accordance with the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

1. SERVICES

1.1 Services. Consultant will provide services for the **West Park School District** as outlined in the Scope of Services (Addendum A). Services may be amended only by written agreement of the parties. Consultant will perform the services specified in the Scope of Services in accordance with the terms and conditions of this Agreement.

1.2 Client Responsibilities. In connection with the Scope of Services, Client will also make available to Consultant any data, information and any other materials required by Consultant necessary to provide the services outlined in the Scope of Services. Client will be responsible for ensuring that all such materials are accurate and complete.

2. COMPENSATION

2.1 Fees. For Consultant performance of services as outlined in the Scope of Services, the fee is \$19,000.

2.2 Payment Terms. Consultant will invoice Client on January 1, 2025 in the amount of \$10,000 and April 1, 2025 in the amount of \$9,000. Client will pay invoices no later than thirty (30) days after Client's receipt thereof. Any invoice not paid within the thirty (30) day period will accrue interest at the rate of three percent (3%) per month for overdue balances.

2.3 Default in Payment. Client is responsible for all legal fees necessitated by default in payment.

2.4 Taxes. All fees, expenses and other amounts payable to Consultant do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which will be the sole responsibility of Client.

3. TERM AND CANCELLATION

3.1 Term. The term of this agreement shall be from September 1, 2024 to August 31, 2025.

3.2 Cancellation. Either party may cancel this Agreement if the other party breaches any material term of this Agreement and fails to remedy the breach within thirty (30) days after receipt of written notice. If this Agreement is cancelled by the Client, Client agrees to pay Consultant a prorated portion of the agreed costs that shall cover associated costs to the date of cancellation. Upon cancellation, Client will, within thirty (30) days after receipt of Consultant's invoice, pay all accrued and unpaid fees.

4. OWNERSHIP AND INTELLECTUAL MATERIAL. Consultant will exclusively own all rights, title and interest in and to any, methodologies, specifications, documentation, techniques, processes, inventions, tools and materials of any kind used or developed by Consultant in connection with performing Services, including all intellectual property rights. Client will have no rights in any Consultant materials, except as expressly agreed to in writing by the parties. Nothing in this Agreement will be deemed to restrict or limit Consultant's right to perform similar services for any other party, provided that Consultant complies with its obligations under this Agreement.

5. DATA PRIVACY COMPLIANCE. Consultant will comply with all federal and state laws to protect certain data, including financial, health, and educational records, by implementing procedures and protective measures to assure compliance with current federal and state privacy requirements including, but not limited to, the California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act (SOPIPA), the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and the Children's Internet Protection Act (CIPA).

6. WARRANTY

6.1 Services Warranty. Consultant warrants that the Services will be performed in a good manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Services.

6.2 Warranty Disclaimers. The express warranties in Section 6.1 are in lieu of, and Consultant disclaims, all other warranties, representations or conditions, express or implied, including any implied warranties of merchantability, fitness for a particular purpose and noninfringement.

7. LIMITS OF LIABILITY. Consultant will not be liable to Client for any damages or costs for procuring substitute services, arising out of or in connection with this Agreement or the services, however, caused and regardless of the theory of liability, even if Consultant has been advised of the possibility of such damages. Consultant's total liability to Client, from all causes of action and all theories of liability, will be limited to and will not exceed the amounts paid to Consultant by Client under this Agreement.

8. GENERAL

8.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the San Joaquin County, California, and the parties irrevocably consent to the personal jurisdiction and venue therein.

8.2 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above.

8.3 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its control such as acts of God, war, civil disorders, governmental action or other similar acts.


8.4 Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLIENT:

SEATON CONSULTING, INC.:

Signature:

Signature: 

Name:

Name: Shela Seaton, Ed.D.

Title:

Title: Chief Executive Officer

Date:

Date: October 1, 2024

SEATON CONSULTING, INC. SERVICES AGREEMENT

ADDENDUM A

SCOPE OF SERVICES



Project A: Dashboard Local Indicator Report

Fee: \$3,000

- ❖ Prepare Dashboard Local Indicator Report for West Park School District

Project Tasks

- Analyze state and local data (including survey data)
- Share draft report with the leadership team for review and feedback prior to board approval
- Instruct staff in the reporting process of the Local Indicators to the California School Dashboard

Project B: Local Control and Accountability Plans (LCAP)

Fee: \$15,000

- ❖ Provide professional leadership coaching throughout the process to build internal capacity
- ❖ Prepare the West Park School District 2025-26 LCAP
- ❖ Support the final approval process with FCOE, make required edits

Project Tasks

- Consult with internal fiscal staff to complete the Action Tables and Budget Overviews for Parents
- Write Plan Summary based on the results of the 2024 Dashboard and local data
- Provide baseline measures for all required metrics
- Analyze state and local data to inform the effectiveness of LCAP Goals and Actions
- Revise goals and/or actions based on partner engagement and data analysis
- Write the Goal Analysis sections
- Add or revise required actions and/or goals
- Identify actions with material differences
- Allocate funds to 2025-26 LCAP including any carryover funds
- Identify contributing actions to increase or improve services for unduplicated youth
- Write the required descriptions in the Increased or Improved Services sections
- Prepare the final draft of 2025-26 LCAP

Project C: Technical Assistance

Fee: \$1,000

- ❖ Provide technical assistance to Director of Charter Schools for West Park Charter Academy in the development of the Local Indicator Report and LCAP for West Park Charter Academy

CLIENT:

SEATON CONSULTING, INC.:

Signature:

Signature: 

Name:

Name: Shela Seaton, Ed.D.

Title:

Title: Chief Executive Officer

Date:

Date: October 1, 2024

ITEM: Professional Learning/Training Agreement with FCSS

PRESENTER: Dr. Clark, Superintendent of West Park Elementary School District

Date: August 27, 2024

Action: Request for Approval

Seeking approval for Professional learning and training from FCSS. FCSS representatives shall provide services that will include coaching for new ELA and Math coaches, focusing on best practices, providing networking opportunities, and offering curriculum support to ensure effective implementation and collaboration among teachers.



PROFESSIONAL LEARNING/TRAINING AGREEMENT
("Agreement")

Legal Doc. No. of this signed Agreement (*Legal use only*): _____

COVER

Program/Event:

AGENCY

West Park Elementary School District ("**Agency**")
Attn: Dr. Brian Clark, Superintendent
2695 S. Valentine
Fresno, CA 93706
Phone: (559) 233-6501
Email: brian_c@wpesd.org

FCSS

Fresno County Superintendent of Schools ("**FCSS**")
Attn: Bradley Huebert, Executive Director
Dept.: Curriculum & Instruction
Fresno County Office of Education
1111 Van Ness Ave.
Fresno, CA 93721
Phone: (559) 497-3924 Email: bhuebert@fcoe.org

CONTRACT TERM (see § 3.1)

"**Effective Date**": August 1, 2024
"**Termination Date**": June 1, 2025

TERMINATION DURING CONTRACT TERM
(see § 3.2)

Ground for termination: With or without cause
"**Notice Period**": At least 30 before the effective date of termination of this Agreement

FCSS OBLIGATIONS. Unless specifically stated otherwise on this Cover, FCSS shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the following "**Services**":

1. *Description of Professional Learning/Training:* FCSS shall provide the following professional learning/training:
 - English Language Arts/English Language Development Professional Learning and Coaching: 12 days at \$1,100 per day = \$13,200
 - Mathematics Professional Learning and Coaching: 12 days at \$1,100 per day = \$13,200
2. *Date(s) of Professional Learning/Training:* The Parties' staff will coordinate and schedule the particular date(s) on which FCSS will conduct the professional learning/training, which date(s) shall be within the Contract Term.
3. *Location of Professional Learning/Training:* The Parties' staff will coordinate and determine the location(s) of the professional learning/training.

CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Art. 2). Agency shall pay FCSS the Contract Amount stated below pursuant to the following "**Payment Schedule**" (*mark one and complete as indicated*):

"**Contract Amount**" of \$26,400 , the breakdown of which is set forth above under FCSS OBLIGATIONS. FCSS shall submit each invoice for payment to Agency as follows: November 2024 and May 2025 . Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services.

AGENCY OBLIGATIONS. Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following:

Communicate and coordinate with FCSS staff regarding the professional learning/training referenced above.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: _____
Print Name: Dr. Brian Clark
Title: Superintendent

By: _____
Dr. Michele Cantwell-Copher, Superintendent
or Authorized Designee

NOTE – ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

//

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide, and Agency shall compensate FCSS for, performance of those obligations required of FCSS under this Agreement and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agrees to comply under this Agreement (collectively and separately referred to as "**Applicable Law**") and shall include any amendment thereto and laws and related regulations that are effective as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all applicable laws, regulations, and requirements.

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party's Work shall remain its property and that Party shall have all interests and rights thereto. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party's Work necessary for the Party's performance of this Agreement. Upon termination of this Agreement and upon a Party's request, the other Party shall return any or all Work that belongs to the requesting Party. "**Work**" means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by applicable laws, not use the Confidential Materials for any purpose not related to a Party's performance of this Agreement; (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

1.4.2 **SCHOOL OFFICIAL DESIGNATION.** To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students ("**Pupil Records**") that are subject to the Family Educational Rights and Privacy Act ("**FERPA**"), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

ARTICLE 2 PAYMENT. As full consideration and compensation for FCSS' performance of this Agreement, Agency shall pay FCSS the Contract Amount in accordance with the Payment Schedule stated on the Cover.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Subsection 3.2.1 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM; RIGHTS AND OBLIGATIONS UPON TERMINATION. During the Contract Term, a Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover. Upon termination of this Agreement, Agency shall pay FCSS for all Services that FCSS performed before the effective date of termination of this Agreement, such payment to be made within 30 days of the effective date of termination of this Agreement and Agency's receipt of FCSS' invoice. The provisions of this Section shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Agency's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) *commercial general liability* with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than \$1,000,000; and (C) *commercial automobile liability* covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent

circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Agency shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that each Party does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent, the Parties agreeing that this provision shall not prohibit FCSS from contracting with one or more third parties to perform the Services required of FCSS under this Agreement.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to:*** FCSS Legal Services at legalservices@fcoe.org. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

//

ITEM: FCSS Provided Services Agreement

PRESENTER: Dr. Clark, Superintendent of West Park Elementary School District

Date: August 27, 2024

Action: Request for Approval

We are seeking the approval to acquire services with FCSS for the Administrative oversight of the expanded learning program during the school year, summer, and during intersessions at West Park Elementary School District. FCSS shall interview, recruit, select, and provide ParaEducators and Site Lead(s) in the FRESH Expanded Learning Programs upon the request of the District. Any FRESH positions filled through this recruitment process by FCSS staff will be laid off if funding is no longer available. At no time shall FCSS staff begin working at the DISTRICT site without authorization from FCSS, Human Resources Department.



FCSS-PROVIDED SERVICES AGREEMENT

("Agreement")

Legal Doc. No. of this signed Agreement (*Legal use only*): _____

COVER

Program/Event: West Park Elementary School District ELOP

AGENCY West Park Elementary School District (" Agency ") Attn: <u>Dr. Brian Clark, Superintendent</u> 5652 W. Gettysburg Fresno, CA 93722 Phone: <u>(559) 274-4700</u> Email: <u>brian_c@wpsd.org</u>	FCSS Fresno County Superintendent of Schools (" FCSS ") Attn: <u>Helena Silva, Executive Director</u> Dept.: <u>Safe and Healthy Kids</u> Fresno County Office of Education 1111 Van Ness Fresno, CA 93721 Phone: <u>(559) 265-3093</u> Email: <u>hsilva@fcoe.org</u>
CONTRACT TERM (see § 3.1) "Effective Date" : <u>July 1, 2024</u> "Termination Date" : <u>June 30, 2025</u>	TERMINATION DURING CONTRACT TERM (see § 3.2) Ground for termination (<i>mark one</i>): <input type="checkbox"/> With cause <input checked="" type="checkbox"/> With or without cause "Notice Period" : At least <u>30 days</u> before the effective date of termination of this Agreement
CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Art. 2). Agency shall pay FCSS the Contract Amount stated below pursuant to the following " Payment Schedule " (<i>mark one and complete as indicated</i>): <input type="checkbox"/> <i>Payment Schedule 1 – Fixed Installment Payment:</i> \$_____ per <u>month/quarter/year</u> , the sum of all payments shall equal the " Contract Amount " of \$_____. FCSS shall submit each invoice for payment <u>monthly/quarterly/annually</u> to Agency. Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services. <input checked="" type="checkbox"/> <i>Payment Schedule 2 – Rate/Not-To-Exceed Contract Amount:</i> <u>pursuant to the rates set forth in Exhibit 1</u> , the sum of all payments shall <i>not exceed</i> the " Contract Amount " of <u>\$250,000</u> . FCSS shall submit each invoice for payment <u>monthly</u> to Agency. Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services. <input type="checkbox"/> <i>Payment Schedule 3 – Entire Contract Amount/Completion Of All Services:</i> Entire " Contract Amount " of \$_____, the invoice for payment of which FCSS shall submit to Agency after FCSS has completed all Services. Agency shall pay FCSS within 30 days after: (A) FCSS has completed all Services required of FCSS under this Agreement; and (B) Agency has received FCSS' invoice requesting payment. <input type="checkbox"/> <i>Payment Schedule 4 – Other:</i> The " Contract Amount " of \$_____, each invoice for payment of which FCSS shall submit to Agency <u>monthly/quarterly/annually</u> . Agency shall pay FCSS <u>within 30 days after</u> : (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services.	
FCSS OBLIGATIONS. Unless specifically stated otherwise on this Cover, FCSS shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the following " Services ":	

1. *What Services will FCSS provide:*

Administrative oversight of the expanded learning program during the school year, summer and during intersessions at West Park Elementary School District.

FCSS shall interview, recruit, select, and provide ParaEducators and Site Lead(s) in the FRESH Expanded Learning Programs upon the request of District. Any FRESH positions filled through this recruitment process by FCSS staff assigned will be laid off if funding is no longer available. At no time shall FCSS staff begin working at the DISTRICT site without authorization from FCSS, Human Resources Department.

Staff Development training for all program staff (FCSS).

Contracted enrichment programs for students utilizing mutually agreed upon vendors.

Contracted staffing utilizing mutually agreed upon contractor.

Purchasing of materials and supplies in order to meet program needs.

2. *When will FCSS provide the Services:* Services will be provided during the 2024-2025 school year including intersessions, weekends and summer. The Parties' designated staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

3. *Where will FCSS provide the Services:* **Services will be at West Park Elementary.** The Parties' designated staff may mutually change the location if there is no change to the Contract Amount.

AGENCY OBLIGATIONS. Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following *(leave blank if no additional obligations):*

Classrooms, multi-purpose room, and/or cafeterias will be mutually identified at West Park Elementary.

Administration supervision on sites while students are present.

Daily snacks and/or meals for students.

Utilities for the classrooms and common areas at school sites.

RECITALS/OTHER TERMS AND CONDITIONS *(leave blank if none):*

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: _____
Print Name: **Dr. Brian Clark**
Title: **Superintendent**

By: _____
Dr. Michele Cantwell-Copher, Superintendent
or Authorized Designee

NOTE – ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

//

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide, and Agency shall compensate FCSS for, performance of those obligations required of FCSS under this Agreement and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agrees to comply under this Agreement (collectively and separately referred to as "**Applicable Law**") and shall include any amendment thereto and laws and related regulations that are effective as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all applicable laws, regulations, and requirements.

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party's Work shall remain its property and that Party shall have all interests and rights thereto. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party's Work necessary for the Party's performance of this Agreement. Upon termination of this Agreement and upon a Party's request, the other Party shall return any or all Work that belongs to the requesting Party. "**Work**" means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by applicable laws, not use the Confidential Materials for any purpose not related to a Party's performance of this Agreement; (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such

Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

- 1.4.2 **SCHOOL OFFICIAL DESIGNATION.** To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students ("**Pupil Records**") that are subject to the Family Educational Rights and Privacy Act ("**FERPA**"), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

ARTICLE 2 PAYMENT. As full consideration and compensation for FCSS' performance of this Agreement, Agency shall pay FCSS the Contract Amount in accordance with the Payment Schedule stated on the Cover.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Subsection 3.2.1 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 **TERMINATION FOR CAUSE/WITHOUT CAUSE.** During the Contract Term, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover and an opportunity, within 30 days of the date on which the non-breaching Party received the breaching Party's notice, to cure the material breach and to notify the other Party in writing when such cure has been completed; if the breaching party has not cured the material breach upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by any Party.

3.2.2 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, Agency shall pay FCSS for all Services that FCSS performed before the effective date of termination of this Agreement, such payment to be made within 30 days of the effective date of termination of this Agreement and Agency's receipt of FCSS' invoice. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example acts of God such as epidemics or pandemics (nationally, statewide, or locally declared) tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Agency's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) *commercial general liability* with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits

of not less than \$1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than \$1,000,000; and (C) *commercial automobile liability* covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Agency shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that each Party does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent, the Parties agreeing that this provision shall not prohibit FCSS from contracting with one or more third parties to perform the Services required of FCSS under this Agreement.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, **if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org.** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

//

Exhibit 1

Staffing Rates: Hourly rates of FCSS Expanded Learning Positions highlighted on the 2024-2025 Classified Salary Schedule and the Expanded Learning positions on the 2024-2025 Miscellaneous Salary Schedule.

Materials and Supplies Rates: District will be invoiced for the actual cost of materials and supplies.

Contracted Services Rates: District will be invoiced for the actual cost of mutually agreed upon vendors.

Administrative Fee: Services to include administrative oversight, direct supervision, human resources, accounting and purchasing, contracting, programming, required reporting, attendance and data collection, and staff development. Administrative service fee will be invoiced monthly and calculated at 10% of the Not to Exceed contract amount or \$100,000, whichever is less. If payment is not received by July 15th, the FCSS will transfer funds owed from the district.

FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

2024 - 2025 Classified Salary Schedule

Effective Date: July 1, 2024

JCN	JOB CLASSIFICATION	RANGE	RATE*	STEP 1	STEP 2	STEP 3	STEP 4
100	ACCOUNTANT	148	M	6,163	6,471	6,795	7,135
			H	35.42	37.19	39.05	41.01
105	ACCOUNTING TECHNICIAN	136	M	4,580	4,809	5,049	5,301
			H	26.32	27.64	29.02	30.47
110	ADMINISTRATIVE ASSISTANT	145	M	5,658	5,941	6,238	6,550
			H	32.52	34.14	35.85	37.64
125	ASSISTANT - CHILD DEVELOPMENT CENTER	122	M	3,204	3,364	3,532	3,709
			H	18.41	19.33	20.30	21.32
115	AUDIT SPECIALIST	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
145	BEHAVIOR TECHNICIAN	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
126	BILINGUAL ASSISTANT - CHILD DEVELOPMENT CENTER	123	M	3,283	3,447	3,619	3,800
			H	18.87	19.81	20.80	21.84
175	BILINGUAL CREDENTIALS SPECIALIST	146	M	5,799	6,089	6,393	6,713
			H	33.33	34.99	36.74	38.58
203	BILINGUAL EDUCATION SERVICES SPECIALIST	143	M	5,506	5,781	6,070	6,374
			H	31.64	33.22	34.89	36.63
131	BILINGUAL EXPANDED LEARNING PROGRAM SITE LEAD	137	M	4,694	4,929	5,175	5,434
			H	26.98	28.33	29.74	31.23
225	BILINGUAL FAMILY PARTNER	131	M	4,051	4,254	4,467	4,690
			H	23.28	24.45	25.67	26.95
237	BILINGUAL HEALTH INFORMATION ASSISTANT	132	M	4,150	4,358	4,576	4,805
			H	23.85	25.05	26.30	27.61
132	BILINGUAL OFFICE ASSISTANT	130	M	3,949	4,146	4,353	4,571
			H	22.70	23.83	25.02	26.27
302	BILINGUAL PARAEDUCATOR - CAREER TECHNICAL EDUCATION	123	M	3,283	3,447	3,619	3,800
			H	18.87	19.81	20.80	21.84
298	BILINGUAL PARAEDUCATOR - EXPANDED LEARNING PROGRAM	123	M	3,283	3,447	3,619	3,800
			H	18.87	19.81	20.80	21.84
317	BILINGUAL PARAEDUCATOR - SPECIAL EDUCATION	125	M	3,491	3,666	3,849	4,041
			H	20.06	21.07	22.12	23.22
350	BILINGUAL PROGRAM ASSISTANT	137	M	4,694	4,929	5,175	5,434
			H	26.98	28.33	29.74	31.23
355	BILINGUAL PROJECT SPECIALIST	143	M	5,506	5,781	6,070	6,374
			H	31.64	33.22	34.89	36.63
313	BILINGUAL SCHOOL REGISTRAR	132	M	4,150	4,358	4,576	4,805
			H	23.85	25.05	26.30	27.61
147	BILLING CLERK	130	M	3,949	4,146	4,353	4,571
			H	22.70	23.83	25.02	26.27
137	BUSINESS SERVICES SYSTEMS SPECIALIST	154	M	6,971	7,320	7,686	8,070
			H	40.06	42.07	44.17	46.38
146	CAMPUS SAFETY ASSISTANT	125	M	3,491	3,666	3,849	4,041
			H	20.06	21.07	22.12	23.22
144	COMMUNITY ASSISTANT	129	M	3,853	4,046	4,248	4,460
			H	22.14	23.25	24.41	25.63

FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

2024 - 2025 Classified Salary Schedule

Effective Date: July 1, 2024

JCN	JOB CLASSIFICATION	RANGE	RATE*	STEP 1	STEP 2	STEP 3	STEP 4
181	COUNSELING AND ACADEMIC TUTOR	136	M	4,580	4,809	5,049	5,301
			H	26.32	27.64	29.02	30.47
162	CREDENTIALS ANALYST	154	M	6,971	7,320	7,686	8,070
			H	40.06	42.07	44.17	46.38
174	CREDENTIALS SPECIALIST	145	M	5,658	5,941	6,238	6,550
			H	32.52	34.14	35.85	37.64
168	CUSTODIAN	125	M	3,491	3,666	3,849	4,041
			H	20.06	21.07	22.12	23.22
176	DEPARTMENT AUTOMATION SPECIALIST	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
187	DIGITAL CONTENT SPECIALIST	147	M	6,009	6,309	6,624	6,955
			H	34.53	36.26	38.07	39.97
204	EDUCATION SERVICES SPECIALIST	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
121	EXPANDED LEARNING PROGRAM SITE LEAD	136	M	4,580	4,809	5,049	5,301
			H	26.32	27.64	29.02	30.47
215	FACILITIES SYSTEMS SPECIALIST	145	M	5,658	5,941	6,238	6,550
			H	32.52	34.14	35.85	37.64
219	FACILITIES TECHNICIAN	136	M	4,580	4,809	5,049	5,301
			H	26.32	27.64	29.02	30.47
221	FAMILY PARTNER	130	M	3,949	4,146	4,353	4,571
			H	22.70	23.83	25.02	26.27
217	FOOD SERVICE ASSISTANT	122	M	3,204	3,364	3,532	3,709
			H	18.41	19.33	20.30	21.32
227	GRAPHIC DESIGN SPECIALIST	138	M	4,816	5,057	5,310	5,576
			H	27.68	29.06	30.52	32.05
232	GROUNDS MAINTENANCE WORKER	127	M	3,671	3,855	4,048	4,250
			H	21.10	22.16	23.26	24.43
238	HEALTH INFORMATION ASSISTANT	131	M	4,051	4,254	4,467	4,690
			H	23.28	24.45	25.67	26.95
240	HEALTH SERVICES ASSISTANT	127	M	3,671	3,855	4,048	4,250
			H	21.10	22.16	23.26	24.43
244	HEALTH SERVICES SPECIALIST	134	M	4,363	4,581	4,810	5,051
			H	25.07	26.33	27.64	29.03
256	HUMAN RESOURCES SPECIALIST	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
253	HUMAN RESOURCES TECHNICIAN I	132	M	4,150	4,358	4,576	4,805
			H	23.85	25.05	26.30	27.61
254	HUMAN RESOURCES TECHNICIAN II	136	M	4,580	4,809	5,049	5,301
			H	26.32	27.64	29.02	30.47
272	INFORMATION TECHNOLOGY TECHNICIAN	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
263	INFORMATION SYSTEMS & TECHNOLOGY HELP DESK TECHNICIAN	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
271	INTERNAL BUSINESS SERVICES ANALYST	156	M	7,507	7,882	8,276	8,690
			H	43.14	45.30	47.56	49.94

FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

2024 - 2025 Classified Salary Schedule

Effective Date: July 1, 2024

JCN	JOB CLASSIFICATION	RANGE	RATE*	STEP 1	STEP 2	STEP 3	STEP 4
177	LEAD DEPARTMENT AUTOMATION SPECIALIST	150	M	6,474	6,798	7,138	7,495
			H	37.21	39.07	41.02	43.07
283	LIBRARY ASSISTANT	126	M	3,575	3,754	3,942	4,139
			H	20.55	21.57	22.66	23.79
273	LIBRARY SPECIALIST	132	M	4,150	4,358	4,576	4,805
			H	23.85	25.05	26.30	27.61
278	LICENSED VOCATIONAL NURSE	145	M	5,658	5,941	6,238	6,550
			H	32.52	34.14	35.85	37.64
286	MAINTENANCE SPECIALIST	138	M	4,816	5,057	5,310	5,576
			H	27.68	29.06	30.52	32.05
375	MEDIA CONTENT CREATOR	154	M	6,971	7,320	7,686	8,070
			H	40.06	42.07	44.17	46.38
295	MULTIMEDIA SPECIALIST	147	M	6,009	6,309	6,624	6,955
			H	34.53	36.26	38.07	39.97
296	OFFICE ASSISTANT	129	M	3,853	4,046	4,248	4,460
			H	22.14	23.25	24.41	25.63
303	PARAEDUCATOR - CAREER TECHNICAL EDUCATION	122	M	3,204	3,364	3,532	3,709
			H	18.41	19.33	20.30	21.32
299	PARAEDUCATOR - EXPANDED LEARNING PROGRAM	122	M	3,204	3,364	3,532	3,709
			H	18.41	19.33	20.30	21.32
325	PARAEDUCATOR - EXPANDED LEARNING PROGRAM (SPECIAL EDUCATION)	124	M	3,449	3,621	3,802	3,992
			H	19.82	20.81	21.85	22.94
318	PARAEDUCATOR - SIGN LANGUAGE	127	M	3,671	3,855	4,048	4,250
			H	21.10	22.16	23.26	24.43
314	PARAEDUCATOR - SPECIAL EDUCATION	124	M	3,449	3,621	3,802	3,992
			H	19.82	20.81	21.85	22.94
320	PARENT TRAINER	143	M	5,506	5,781	6,070	6,374
			H	31.64	33.22	34.89	36.63
322	PAYROLL AUDIT / RETIREMENT ANALYST	148	M	6,163	6,471	6,795	7,135
			H	35.42	37.19	39.05	41.01
332	PAYROLL TECHNICIAN	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
340	PRODUCTION SPECIALIST	147	M	6,009	6,309	6,624	6,955
			H	34.53	36.26	38.07	39.97
351	PROGRAM ASSISTANT	136	M	4,580	4,809	5,049	5,301
			H	26.32	27.64	29.02	30.47
354	PROGRAM TECHNICIAN FOR VISUALLY IMPAIRED	136	M	4,580	4,809	5,049	5,301
			H	26.32	27.64	29.02	30.47
356	PROJECT SPECIALIST	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
359	PURCHASING/INVENTORY TECHNICIAN	136	M	4,580	4,809	5,049	5,301
			H	26.32	27.64	29.02	30.47
367	RECEPTIONIST	129	M	3,853	4,046	4,248	4,460
			H	22.14	23.25	24.41	25.63
364	RECORDS TECHNICIAN	127	M	3,671	3,855	4,048	4,250
			H	21.10	22.16	23.26	24.43

FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

2024 - 2025 Classified Salary Schedule

Effective Date: July 1, 2024

JCN	JOB CLASSIFICATION	RANGE	RATE*	STEP 1	STEP 2	STEP 3	STEP 4
368	SCHOOL REGISTRAR	131	M	4,051	4,254	4,467	4,690
			H	23.28	24.45	25.67	26.95
402	SENIOR MAINTENANCE SPECIALIST	145	M	5,658	5,941	6,238	6,550
			H	32.52	34.14	35.85	37.64
418	SHIPPING & RECEIVING / DELIVERY DRIVER	136	M	4,580	4,809	5,049	5,301
			H	26.32	27.64	29.02	30.47
419	SIGN LANGUAGE INTERPRETER	154	M	6,971	7,320	7,686	8,070
			H	40.06	42.07	44.17	46.38
319	SPEECH INSTRUCTIONAL ASSISTANT	122	M	3,204	3,364	3,532	3,709
			H	18.41	19.33	20.30	21.32
441	SPEECH LANGUAGE PATHOLOGY ASSISTANT	145	M	5,658	5,941	6,238	6,550
			H	32.52	34.14	35.85	37.64
449	TRANSPORTATION SCHEDULER	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
266	USER SUPPORT SPECIALIST	142	M	5,369	5,637	5,919	6,215
			H	30.86	32.40	34.02	35.72
455	WEB DEVELOPER	156	M	7,507	7,882	8,276	8,690
			H	43.14	45.30	47.56	49.94
457	WELLNESS COACH	132	M	4,150	4,358	4,576	4,805
			H	23.85	25.05	26.30	27.61
134	YOUTH CARE SPECIALIST	138	M	4,816	5,057	5,310	5,576
			H	27.68	29.06	30.52	32.05

MASTERS DEGREE CREDIT	\$1,000	Annually
DOCTORATE DEGREE CREDIT	\$1,600	Annually

Longevity is granted after 10 years of continuous service (4.5%)
 Additional 1.5% granted after 15 years of continuous service (6.0%)
 Additional 1.5% granted after 20 years of continuous service (7.5%)
 Additional 1.5% granted after 25 years of continuous service (9.0%)
 Additional 1.5% granted after 30 years of continuous service (10.5%)

Note: The monthly rate is based on an 8 hour day, 261 days per year, 12-months per year.

*M - Monthly

*H - Hourly



 Dr. Michele Cantwell-Copher, Fresno County Superintendent of Schools

7/1/2024

 Date

FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

2024 - 2025 Miscellaneous Salary Schedule

Effective Date: July 1, 2024

III. EXPANDED LEARNING PROGRAM

A. CLASSIFIED HOURLY ASSIGNMENTS

Job Code	Position Title	Pay Rate		
9551	ELP Activity Instructor - Academic Coach (Subject Matter Requirements A-G)	\$23.00/Hour		
9552	ELP Activity Instructor - Community Education (Content/Industry Sector Expert)	Step I (2 years) \$25.00/Hour	Step II (3- 4 years) \$30.00/Hour	Step III (Over 4 years) \$35.00/Hour
9553	ELP Activity Instructor - Leadership (Community Outreach, Life Skills)	\$21.00/Hour		
9554	ELP Activity Instructor - Recreational Activities (Chess, Cheer, Colorguard, Dance, Hiking, Photography, Swimming)	\$21.00/Hour		
9556	ELP Activity Instructor - Technology (Computer Skills, Kids Code, Robotics)	\$21.00/Hour		

B. CERTIFICATED HOURLY ASSIGNMENTS

Job Code	Position Title	Pay Rate
9560	Expanded Learning Program (ELP) Coordinator	\$50.00/Hour
9565	Expanded Learning Program (ELP) Intervention Teacher	\$40.00/Hour

C. CLASSIFIED SUBSTITUTES

Job Code	Position Title	Pay Rate
9858	Substitute Paraeducator - Expanded Learning Program	\$18.41/Hour
9867	Substitute Paraeducator - Expanded Learning Program (Special Education)	\$19.82/Hour

IV. EXTENDED SCHOOL YEAR/SUMMER SCHOOL (ESY/SS)

A. CERTIFICATED HOURLY ASSIGNMENTS

Job Code	Position Title	Pay Rate
9864	ESY/SS CTEC High School Teacher	\$40.00/Hour
9860	ESY/SS Special Education Teacher	\$40.00/Hour
9865	Summer School/Intersession Court and Community Teacher	\$40.00/Hour
9875	Summer School/Intersession Migrant Education Teacher	\$60.00/Hour
9859	Summer School Nurse	\$45.00/Hour

B. CERTIFICATED DAILY ASSIGNMENTS

Job Code	Position Title	Pay Rate
9832	Principal - Summer Academy	\$350.00/Day

Approved: _____

Dr. Michele Cantwell-Copher, Fresno County Superintendent of Schools

Date: 7/1/2024

*School Psych Intern is an exempt position, monthly compensation for 187 duty days over 10 months/5 days per week
 **Current CA minimum wage
 ***Flat rate is not eligible for a CalPERS contribution
 *Daily and hourly rates apply for Extended School Year/Summer School

