



Santa Cruz County Board of Education • 400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5900 • www.santacruzcoe.org
Ms. Jane Royer Barr • Ms. Rose Filicetti • Ms. Sandra Nichols • Ms. Sue Roth • Mr. Dana Sales
Mr. Abel Sanchez • Mr. Bruce Van Allen

Santa Cruz County Board of Education
Regular Board Meeting
Thursday April 18, 2019
4:00 p.m.
Board Room

AGENDA

1. CALL TO ORDER, ROLL CALL AND ESTABLISHMENT OF QUORUM

Dana Sales (President), Jane Royer Barr, Rose Filicetti, Sandra Nichols, Sue Roth, Abel Sanchez,
Bruce Van Allen
Faris Sabbah, Secretary

2. PLEDGE OF ALLEGIANCE

Superintendent Sabbah (Secretary) will lead the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Agenda deletions and/or changes of sequence will be approved or the agenda will be approved as submitted.

4. PUBLIC COMMENT

This is an opportunity for the public to address the Board regarding items not on the agenda. The Board President will recognize any member of the audience not previously placed on the agenda who wishes to speak on a matter directly related to school business. Each speaker, on any specific topic, may speak up **three (3) minutes** unless otherwise limited or extended by the President. The President may allot time to those wishing to speak but no action will be taken on matters presented (EDC § 35145.5). If appropriate, the President, or any Member of the Board, may direct that a matter be referred to the Superintendent's Office for placement on a future agenda. Please refer to item, Please Note, on the last item of this agenda.

5. CONSENT AGENDA

All items appearing on consent agenda are recommended actions which are considered to be routine in nature and will be acted upon as one motion. Specific items may be removed for separate consideration. Item(s) removed will be considered immediately following the consent agenda motion as Deferred Consent Items.

- 5.0.1. Minutes of the Regular Board Meeting held on March 21, 2019
- 5.0.2. Routine Budget Revisions
- 5.0.3. Donations
- 5.0.4. Surplus Equipment

5.1. DEFERRED CONSENT ITEMS (if required)

This item is placed on the agenda to address any items that might be pulled from Agenda Item 5.0 for further discussion/consideration if so determined.

6. CORRESPONDENCE

Correspondence will be available for review at the meeting location.

7. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS

7.1 New Business

The Santa Cruz County Board of Education will conduct a public hearing wherein the Santa Cruz School Employees Association (CSEA), Chapter #484, will "Sunshine" proposed language to update Article 7 regarding Organizational Security, Article 15 regarding Assignments & Transfers, and Article 21 regarding Professional Growth for the 2019-2020 Classified Employee Unit Agreement to the Santa Cruz County Superintendent of Schools.

Presenter: Rory Bruce, CSEA 484 Chapter President

7.2 Adopt Resolution #19-03, Day of the Teacher

Education Code, Section 372229(a), specifies the Second Wednesday in May as the Day of the Teacher, a day having special significance. All public schools and educational institutions are encouraged to observe those days, and, specifically on the Day of the Teacher, conduct exercises commemorating and directing attention to the teachers and the teaching profession.

Presenter: Dr. Faris Sabbah, Superintendent of Schools

Motion & Roll Call Vote: Dana Sales, President

7.3 Adopt Resolution #19-04, Classified Employees Week

California Senate Bill 1552, passed in 1984, decreed the third full week in May as California School Employees' Week in official recognition of the services and dedication of classified school employees.

Presenter: Dr. Faris Sabbah, Superintendent

Motion & Roll Call Vote: Dana Sales, President

7.4 Adopt Resolution #19-05, Prop 58 and English Learner Roadmap

The Board is encouraged by the California Department of Education to Recognize April as National Bilingual/Multilingual Learner Advocacy Month (California House Resolution 690), and will be asked to consider adopting a Resolution in Support of CA Proposition 58 and the English Learner Roadmap.

Presenters: Jivan Dhaliwal, Associate Superintendent, Educational Services
Sofia Sorenson, English Language Development Coordinator

Motion & Roll Call Vote: Dana Sales, President

7.5 Adopt Resolution #19-06, 2020 Census

Joseph Watkins of Community Action Board will give a brief presentation on the Community Action Board of Santa Cruz County's recent initiatives regarding the 2020 Census Count and will ask the Board to adopt a resolution (Resolution 19-06) in support of this initiative.

Presenter: Dr. Faris Sabbah, Superintendent
Joseph Watkins, Assistant Project Director, Community Action Board
Christina Granados, Partnership Specialist, U.S. Federal Census Bureau
Tory Favero, Partnership Specialist, U.S. Federal Census Bureau
Paulina Moreno, Project Director, Community Action Board

Motion &
Roll Call Vote: Dana Sales, President

7.6 Santa Cruz County Cypress Charter High School (Resolution 19-07)

The Santa Cruz County Board of Education will be asked to either approve (Resolution #19-07) or deny the creation of a charter school in Live Oak (Santa Cruz County Cypress Charter High School).

Presenters: Jivan Dhaliwal, Associate Superintendent, Educational Services

Motion &
Roll Call Vote: Dana Sales, President

Santa Cruz County Board of Education

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April 18, 2019

7.7 Expulsion Appeal

The Santa Cruz County Board of Education will conduct a closed hearing regarding Scotts Valley Unified School District's (SVUSD) decision to expel a student (Pupil Appeal #19-01) and will be asked to either approve or deny the appeal of SVUSD's decision to expel the student from Scotts Valley Middle School.

Open, Conduct, and Close Hearing: Dana Sales, President

Motion & Roll Call Vote: Dana Sales, President

8. SUPERINTENDENT'S REPORT

County Superintendent of Schools, Dr. Faris M. Sabbah, will provide an update on activities and matters of interest.

9. TRUSTEE REPORTS (3 minutes each)

Trustees will report on matters, events, and activities as related to Board goals of: Advocating for students, maintaining community relations, and promoting student achievement.

10. AD HOC COMMITTEE REPORTS/ACTIONS (if any)

11. ADDITIONS, IF ANY, TO FUTURE BOARD AGENDA ITEMS

12. SCHEDULE OF MEETINGS AND COMING EVENTS

Student Author's Fair
Capitola Mall
1855 41st Avenue, Capitola, CA 95010
May 4, 2019
10:00 a.m. - 3:00 p.m.

Santa Cruz County Math Contest
Aptos High School
Saturday May 11, 2019
8:45 a.m. - 11:00 a.m.

Queer Youth Leadership Awards
San Lorenzo Valley High School
7105 Hwy 9, Felton, CA 95018
Saturday May 11, 2019
5:30 p.m. - 8:30 p.m.

Regular Meeting of the Santa Cruz County Board of Education
400 Encinal Street, Santa Cruz, CA 95060
May 16, 2019
4:00 p.m.

Santa Cruz County Board of Education

Regular Meeting

April 18, 2019

13. ADJOURNMENT

The Board President will adjourn the meeting.

PLEASE NOTE:

Public Participation:

All persons are encouraged to attend and, when appropriate, to participate in meetings of the Santa Cruz County Board of Education. If you wish to speak to an item on the agenda, please be present at the beginning of the meeting as any item, upon motion, may be moved to the beginning of the agenda. Persons wishing to address the Board are asked to state their name for the record. The president of the Board will establish a time limit of three (3) minutes, unless otherwise stated by the president, for comments from the public. Consideration of all matters is conducted in open session except those relating to litigation, personnel and employee negotiations, which, by law, may be considered in closed session. Expulsion appeal hearings are heard in closed session unless a request for hearing in open session is made by the appellant.

Backup Documentation:

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 County Office of Education, located 400 Encinal Street, Santa Cruz, CA 95060, during normal business hours.

Translation Requests:

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ADA Compliance:

In compliance with Government Code section 54954.2 (a), The Santa Cruz County Office of Education will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Sage Leibenson, Administrative Aide to the Superintendent, 400 Encinal St., Santa Cruz, CA 95060, (831) 466-5900.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: April 18, 2019

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Action

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Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Administrative Department

SUBJECT: Regular Board Meeting Minutes of March 21, 2019

BACKGROUND

Consent Agenda items are recommended for approval as actions routine in nature and acted upon as one motion. Specific items may be removed for specific consideration.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Board approval of March 21, 2019 Minutes.

FUNDING IMPLICATIONS

None.



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Ms. Jane Royer Barr • Ms. Rose Filicetti • Ms. Sandra Nichols • Ms. Sue Roth • Mr. Dana Sales
Mr. Abel Sanchez • Mr. Bruce Van Allen

Santa Cruz County Board of Education
Regular Board Meeting
Thursday March 21, 2019
4:00 p.m.
Board Room

UNAPPROVED MINUTES

1. CALL TO ORDER, ROLL CALL AND ESTABLISHMENT OF QUORUM

Board Present

Jane Royer Barr
Sandra Nichols
Sue Roth
Dana Sales
Abel Sanchez
Bruce Van Allen
Faris Sabbah (Secretary)

Staff Present

Jivan Dhaliwal
Mary Hart
Rebecca Olker
Sage Leibenson

Absent

Rose Filicetti

2. PLEDGE OF ALLEGIANCE

Superintendent Sabbah led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Agenda deletions and/or changes of sequence will be approved or the agenda will be approved as submitted.

It was M.S.C. (Barr/Van Allen) to approve the agenda.

Santa Cruz County Board of Education

Minutes, Regular Meeting

March 21, 2019

Ayes:	Barr, Nichols, Roth, Sales, Sanchez, Van Allen
Nays:	None
Abstain:	None
Absent:	Filicetti

4. PUBLIC COMMENT

San Lorenzo Valley Board of Education President, George Wylie, thanked the Santa Cruz County Board and Office of Education staff on their hard work in reviewing the Integrative Leadership Academy (ILA) Charter Petition at the February 21, 2019 Board Meeting.

5. CONSENT AGENDA

- 5.0.1. Minutes of the Regular Board Meeting held on February 21, 2019
- 5.0.2. Minutes of the Special Board Meeting held on March 7, 2019
- 5.0.3. Routine Budget Revisions
- 5.0.4. Donations
- 5.0.5. Treasurer's Quarterly Investment Report, Quarter Ended December 31, 2019
- 5.0.6. Surplus Items

Trustee Barr requested it be noted within the consent agenda section of the February 21, 2019 minutes that Trustee Roth called for motion 9.1, which was seconded by Trustee Van Allen.

It was M.S.C. (Barr/Nichols) to approve item 5.0.1 as amended, and items 5.0.2., 5.0.3, 5.0.4, 5.0.5, and 5.0.6 as submitted.

Ayes:	Barr, Nichols, Roth, Sales, Sanchez, Van Allen
Nays:	None
Abstain:	None
Absent:	Filicetti

5.1. DEFERRED CONSENT ITEMS (if required)

None.

6. CORRESPONDENCE

None.

7. REPORTS, DISCUSSIONS, AND PRESENTATIONS

7.1 Santa Cruz County Office of Education 2018-2019 Second Interim Financial Report

SCCOE Director of Fiscal Services, Rebecca Olker, presented the Second Interim Financial Report to the Board. Within her presentation, Ms. Olker highlighted the summary of updates, changes to revenue and expenses within the general fund, provided a three year budget summary, and explained the criteria and standards review of the report. This report is presented in compliance with EDC § 1240(j) which requires the Superintendent to certify the Second Interim Financial Report in a public meeting prior to filing it with the State Department of Education. The Board had an opportunity to ask Ms. Olker clarifying questions about the report.

Santa Cruz County Board of Education

Minutes, Regular Meeting

March 21, 2019

7.2 Wage Equity Presentation

Karen Delaney, Member of the Human Care Alliance, a 501(c)(3) organization consisting of 27 health and human service non-profit agencies in Santa Cruz County, gave a presentation to the Board regarding the current Wage Equity Campaign. Ms. Delaney's presentation emphasized the important contribution that non-profit workers make to the health and wellness of youth and families, and illustrated the inequitable wage discrepancy that this professional group is experiencing in Santa Cruz County. Ms. Delaney asked the Board to consider supporting a resolution in support of wage equity for non-profit workers and welcomed individual endorsements in support of the campaign.

Trustee Van Allen thanked Ms. Delaney for her presentation and invited her to submit a resolution for the Board's consideration.

8. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS

8.1 New Business

In accordance with CSEA #484 Chapter President's request, President Sales tabled item 8.1 to "sunshine" proposed language updating Article 15 regarding Assignments & Transfers and Article 21 regarding Professional Growth for the 2019-2020 Classified Employee Unit Agreement until the April 18, 2019 regular Board meeting.

8.2 Public Hearing

Prior to the public hearing on the Santa Cruz County Cypress Charter High School petition, Associate Superintendent of Educational Services, Jivan Dhaliwal, presented an Introduction of Items and Overview of the Petition.

Dana Sales (President) addressed the Board and Public to explain how the Public Hearing would be conducted.

President Sales opened the Public Hearing.

Dr. Faris Sabbah and Megan Tresham, lead petitioners for the Santa Cruz County Cypress Charter High School, was invited to give an opening statement. President Sales also invited anyone opposed to the approval of the Santa Cruz County Cypress Charter High School petition to give an opening statement for an equivalent amount of time. However, no members of the public made an opening statement in opposition of the charter petition.

After the opening statements, President Sales opened the Hearing to hear from teachers, employers, parents, guardians or any other member of the public who desired to speak on this matter. The following people spoke before the Board: Andi Mellon, Phil Nasr, Terra Nasr, Em Ilstrup, Max Mobley, Davey Mobley, Valerie Necl, Travis Parker, Kris Hill, Richard Dye, Jordan Meyers, Marlize Velasco, Lee Loftin, Caitlin Spohrer, and Nora Bianchi. Following the comments from the Public, President Sales gave the lead petitioners an opportunity to make closing remarks. Since there was no party present in opposition to the charter petition, no closing remarks in opposition to the petition were made.

Trustee Van Allen thanked the Cypress Charter High School community for attending this meeting to advocate for their school.

President Sales closed the Public Hearing.

Santa Cruz County Board of Education

Minutes, Regular Meeting

March 21, 2019

9. SUPERINTENDENT'S REPORT

County Superintendent of Schools, Faris Sabbah, provided an update on activities and matters of interest that have occurred since February 21, 2019.

10. TRUSTEE REPORTS (3 minutes each)

Trustee Roth attended a California School Board Association meeting and attended a meeting of the Elected Women of Santa Cruz County.

Trustee Barr attended a meeting for Elected Women of Santa Cruz County, a Santa Cruz County Board of Education Charter School Subcommittee Meeting, and a luncheon for the Santa Cruz Chamber of Commerce.

Trustee Nichols attended a meeting for Elected Women of Santa Cruz County, organized a meeting for the People's Democratic Club of Santa Cruz County, attended a meeting of the Campaign for Sustainable Transportation regarding the proposed library/parking project.

Trustee Sanchez attended Pacific Collegiate School's 20th year celebration and was appointed to the Watsonville Parks and Recreation Committee.

Trustee Sales attended a County Board Governance Workshop.

11. AD HOC COMMITTEE REPORTS/ACTIONS (if any)

None.

12. ADDITIONS, IF ANY, TO FUTURE BOARD AGENDA ITEMS

None.

13. SCHEDULE OF MEETINGS AND COMING EVENTS

Ignite! Arts Now Santa Cruz
E.A. Hall Middle School
201 Brewington Avenue, Watsonville CA 95076
April 13, 2019
1:00 p.m. - 5:00 p.m.

"All Means All", Positive Discipline for Children with Special Needs Conference
Cabrillo College, Bldg. 450
6500 Soquel Drive, Aptos, CA 95003
April 13, 2019
9:00 a.m. - 4:00 p.m.

Regular Meeting of the Santa Cruz County Board of Education
400 Encinal Street, Santa Cruz, CA 95060
April 18, 2019
4:00 p.m.

Santa Cruz County Board of Education

Minutes, Regular Meeting

March 21, 2019

14. ADJOURNMENT

President Sales adjourned the meeting at 5:47 p.m.

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SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: April 18, 2019

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Action

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Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Business/Administration Departments

SUBJECT: Routine Budget Revisions

BACKGROUND

Detailed revisions and narrative follow this page.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Board approval of routine budget revisions.

FUNDING IMPLICATIONS

Adjusts 2018-2019 Spending Plan.



BOARD OF EDUCATION
Ms. Jane Royer Barr
Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Dana M. Sales
Mr. Abel Sanchez
Mr. Bruce Van Allen

Dr. Faris Sabbah, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • 831-466-5600 • FAX 831-466-5607 • www.santacruzcoe.org

MEMO

DATE: April 18, 2019

TO: Santa Cruz County Board of Education
Dr. Faris Sabbah, County Superintendent of Schools

FROM: Mary Hart *MH*
Deputy Superintendent, Business Services
Jean Gardner
Senior Director of Fiscal Services

RE: March Budget Revisions

Budget revisions in March reflected an increase in projected revenues in the amount of **\$214,016** and an increase in expenditures in the amount of **\$213,063**, resulting in a net increase to fund balance of **\$953**.

There were adjustments made to revenue, salaries, benefits, services and supplies necessary to more closely match projected estimates for the year, which were the result of communications with departments and fiscal analysis. The majority of the increases in revenue and expense were from the new California Environmental Literacy Project (CELP) grant, the new grant from the Probation Department to establish and run a computer lab and a prior year adjustment to Special Education.

Should you have any questions, please feel free to contact us.

MH:rao
4 attachments

CC: Rebecca Olker

Santa Cruz County Office of Education
Budget Variance Summary for March, 2019
April 18, 2019 Board Meeting

	2018-2019	2018-19	MARCH		2018-19
Description	Adopted Budget	Board Meeting 03/21/2019	Unrestricted	Restricted	Board Meeting 04/18/2019
REVENUE					
Local Control Funding Formula	27,242,923.00	27,490,928.93			27,490,928.93
Federal Revenues	7,405,876.00	8,017,858.09		10,432.00	8,028,290.09
State Revenues	7,932,026.13	8,251,396.96		109,746.00	8,361,142.96
Local Revenues	11,747,300.77	12,971,090.17		93,838.00	13,064,928.17
TOTAL REVENUE	54,328,125.90	56,731,274.15	-	214,016.00	56,945,290.15
EXPENDITURES					
Certificated Salaries	10,967,873.70	11,265,377.81	(143.00)	(61,557.38)	11,203,677.43
Classified Salaries	11,221,565.40	11,790,357.63		(120,381.40)	11,669,976.23
Employee Benefits	12,229,612.37	12,355,046.37		550.76	12,355,597.13
Books and Supplies	3,356,295.73	3,900,329.28	23,476.73	99,928.41	4,023,734.42
Services, Other Operating Expenses	9,188,678.00	10,734,647.01	(8,626.00)	288,818.44	11,014,839.45
Capital Outlay	698,115.00	1,101,772.64	(2,000.00)		1,099,772.64
Other Outgo	6,624,756.00	6,624,756.00			6,624,756.00
Interprogram Support	(69,269.00)	(79,678.59)	(3,870.73)	(3,133.27)	(86,682.59)
TOTAL EXPENDITURES	54,217,627.20	57,692,608.15	8,837.00	204,225.56	57,905,670.71
INTERFUND TRANSFERS					
Transfers In	-	-			-
Transfers Out	45,000.00	45,000.00			45,000.00
TOTAL INTERFUND TRANSFERS	45,000.00	45,000.00	-	-	45,000.00
FUND BALANCE					
Beginning Fund Balance	22,520,870.72	24,721,020.22			24,721,020.22
Net Increase/(Decrease)	65,498.70	(1,006,334.00)	(8,837.00)	9,790.44	(1,005,380.56)
ENDING FUND BALANCE	22,586,369.42	23,714,686.22	(8,837.00)	9,790.44	23,715,639.66
Pacheco Bill Compliance:					
There were no individual consulting agreements in excess of \$25,000 that required a budget revision during the month of March, 2019.					

**Budget Variance Detail for
March, 2019
April 18, 2019 Board Meeting**

Description (Object Code Range)	Res	Program	2018-19	2018-19	Variance		2018-19	2018-19
			Adopted Budget	3/21/19	Unrestricted	Restricted	Board Meeting 4/18/19	4/18/19
REVENUE								
Local Control Funding Formula (8010-8099)			27,242,923.00					
Total Local Control Funding Formula			27,242,923.00	27,490,928.93	-	-	27,490,928.93	27,490,928.93
Federal Revenues (8100-8299)			7,405,876.00					
TITLE 4 PART A REVENUE	4127	ESSA:TITLE IV PART A, STU SUP & ACAD ENRICH GRT				10,432.00		
Total Federal Revenues			7,405,876.00	8,017,858.09	-	10,432.00	8,028,290.09	8,028,290.09
State Revenues (8300-8599)			7,932,026.13					
AB602 PR YR CERTIFICATION-CORRECTED REVENUE AMT	8500	SPECIAL EDUCATION				37,746.00		
SET UP CELP BUDGET	7135	ENVIRONMENTAL EDUCATION				72,000.00		
Total State Revenues			7,932,026.13	8,251,398.98	-	109,746.00	8,361,142.96	8,361,142.96
Local Revenues (8600-8799)			11,747,300.77					
SET UP COMPUTER LAB, HISET (Probation)	9010	OTHER RESTRICTED LOCAL				88,063.00		
VOCHER PROGRAM FOR MAY-JUN	9411	MIGRANT HEAD START-FED PASS THROU				5,775.00		
Total Local Revenues			11,747,300.77	12,971,090.17	-	93,838.00	13,064,928.17	13,064,928.17
Other Financing Sources (8900-8997)			-					
CON AP REVENUE INC WITH TITLE 4 PART A	3010	NCLB:TIT I BAS GRNTS LOW INC				10,432.00		
CON AP REVENUE INC WITH TITLE 4 PART A	4127	ESSA:TITLE IV PART A, STU SUP & ACAD ENRICH GRT				(10,432.00)		
Total Other Financing Sources			-	0.00	-	-	0.00	0.00
TOTAL REVENUE			54,328,125.90	56,731,274.15	-	214,016.00	56,945,290.15	56,945,290.15
BEGINNING FUND BALANCE (8999)			22,520,870.72					
Total Beginning Fund Balance			22,520,870.72	24,721,020.22	-	-	24,721,020.22	24,721,020.22
TOTAL REVENUE PLUS BEGINNING BALANCE			76,848,996.62	81,452,294.37	-	214,016.00	81,666,310.37	81,666,310.37
EXPENDITURES								
Certificated Salaries (1000-1999)			10,967,873.70					
UPDATING SALARIES & BENEFITS	0620	COUNTY COMMUNITY SCHOOLS			197.00			
UPDATING SALARIES & BENEFITS	0830	ROC/P APPORTIONMENT			(340.00)			
TO REIMB STIPENDS TO DISTRICT	4128	ESEA:TITLE IV, PART A STUDENT SUPP				(61,164.00)		
UPDATING SALARIES & BENEFITS	9010	OTHER RESTRICTED LOCAL				(393.38)		
Total Certificated Salaries			10,967,873.70	11,265,377.81	(143.00)	(61,557.38)	11,203,677.43	11,203,677.43
Classified Salaries (2000-2999)			11,221,565.40					
TO REIMB STIPENDS TO DISTRICTS	4128	ESEA:TITLE IV, PART A STUDENT SUPP				(117,177.00)		
MOVE TO 4399 TO COVER DEL MAR PRESCHOOL AIDE REPLACEMENT	6500	SPECIAL EDUCATION				(12,568.40)		
FUNDS TO COVER HISET BUDGET & TSA	9010	OTHER RESTRICTED LOCAL				9,364.00		
Total Classified Salaries			11,221,565.40	11,790,357.83	-	(120,381.40)	11,669,976.23	11,669,976.23
Employee Benefits (3000-3999)			12,229,612.37					
UPDATING SALARIES & BENEFITS	9010	OTHER RESTRICTED LOCAL				550.76		
Total Employee Benefits			12,229,612.37	12,355,046.37	-	550.76	12,355,597.13	12,355,597.13

Budget Variance Detail for
March, 2019
April 18, 2019 Board Meeting

Description (Object Code Range)	Res	Program	2018-19	2018-19	Variance		2018-19	2018-19
			Adopted Budget	3/21/19	Unrestricted	Restricted	Board Meeting 4/18/19	4/18/19
Books and Supplies (4000-4999)			3,356,295.73					
TO COVER EQUIPMENT	0030	EDUCATIONAL SERVICES			2,000.00			
ADJ DIRECT/INDIRECT COSTS TO BALANCE	0050	OPERATIONS			7,004.00			
ADJ DIRECT/INDIRECT COSTS TO BALANCE	0060	ADMINISTRATION			(3,133.27)			
TO COVER PROJECTOR	0090	EDUCATION & ADMIN OPERATIONS			2,000.00			
TO COVER RECLASSIFICATION	0611	JUVENILE COURT SUPPLEMENTAL			(5,573.00)			
TO COVER NEGATIVE BALANCES	0620	COUNTY COMMUNITY SCHOOLS			20,899.00			
TO COVER INSTRUCTIONAL MATERIALS	0630	ROC/P APPORTIONMENT			340.00			
REIMB STIPENDS TO DISTRICTS	4128	ESEA: TITLE IV, PART A, STUDENT SUPP				(49,911.95)		
AB602 PR YR CERTIFICATION-CORR REV AMT& AIDE REPLACEMENT	6500	SPECIAL EDUCATION				46,098.56		
SET UP CELP BUDGET	7135	ENVIRONMENTAL EDUCATION				22,795.30		
TO COVER TRAVEL EXPENSES	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				(1,402.72)		
TO COVER COMPUTER LAB & INSTRUCTIONAL SUPPLIES	9010	OTHER RESTRICTED LOCAL				82,349.22		
Total Books and Supplies			3,356,295.73	3,900,329.28	23,476.73	99,928.41	4,023,734.42	4,023,734.42
Services, Other Operating Expenses (5000-5999)			9,188,678.00					
TO COVER CONTRACTS	0030	EDUCATIONAL SERVICES			(2,000.00)			
TO COVER CATERING FO INSIDE ED	0090	EDUCATION & ADMIN OPERATIONS			1,557.00			
TO COVE COE CPR CLASSES	0090	EDUCATION & ADMIN OPERATIONS			780.00			
TO COVER SANTA CRUZ HS FIELD TRIP	0090	EDUCATION & ADMIN OPERATIONS			8,500.00			
TO COVER BUS PASSES	0611	JUVENILE COURT SUPPLEMENTAL			5,573.00			
TO COVER NEGATIVE BALANCES	0620	COUNTY COMMUNITY SCHOOLS			(21,036.00)			
CON AP REV INC WITH TITLE 4 PART A	3010	NCLB: TIT I BAS GRNTS LOW INC				9,556.00		
REIMB STIPENDS TO DISTRICTS	4128	ESEA: TITLE IV, PART A, STUDENT SUPP				235,733.95		
TO USE 4399 TO COVER ADDITIONAL COSTS	6500	SPECIAL EDUCATION				1,047.84		
SET UP CELP BUDGET	7135	ENVIRONMENTAL EDUCATION				43,162.93		
TO COVER TRAVEL EXPENSES	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				1,402.72		
TO COVER ELA/ELD FRAMEWORK WORKSHOP; NEW TEACHER COST	9010	OTHER RESTRICTED LOCAL				(7,860.00)		
TO COVER VOUCHER PROGRAM MAY-JUNE	9411	MIGRANT HEAD START-FED PASS THRU				5,775.00		
Total Services, Other Operating Expenses			9,188,678.00	10,734,647.01	(8,626.00)	288,818.44	11,014,839.45	11,014,839.45
Capital Outlay (6000-6999)			698,115.00					
TO COVER PROJECTOR	0090	EDUCATION & ADMIN OPERATIONS			(2,000.00)			
Total Capital Outlay			698,115.00	1,101,772.64	(2,000.00)	-	1,099,772.64	1,099,772.64
Other Outgo (7100-7299, 7400-7499)			6,624,756.00					
Total Other Outgo			6,624,756.00	6,624,756.00	-	-	6,624,756.00	6,624,756.00
Interprogram Support Services (7300-7399)			(69,269.00)					
ADJ DIRECT/INDIRECT COSTS TO BALANCE	0050	OPERATIONS			(7,004.00)			
ADJ DIRECT/INDIRECT COSTS TO BALANCE	0060	ADMINISTRATION			9,175.04			
CON AP REVENUE INC WITH TITLE 4 PART A	3010	NCLB: TIT I BAS GRNTS LOC INC				876.00		
ADJ 8% ISC FOR SUB-AWARD	4128	ESEA: TITLE IV, PART A STUDENT SUPP				(7,481.00)		
AB602 PR YR CERTIFICATION-CORRECT REVENUE AMT	6500	SPECIAL EDUCATION				3,168.00		
SET UP CLEP BUDGET	7135	ENVIRONMENTAL				6,041.77		
TO COVER HISET, COMPUTER LAB & INSTR SUPPLIES	9010	OTHER RESTRICTED LOCAL				7,516.96		
ADJ ISC TO MATCH EXPENSES	9064	SAC				(13,255.00)		
Total Interprogram Support			(69,269.00)	(78,678.59)	(3,870.73)	(3,133.27)	(86,682.56)	(86,682.59)
Interfund Transfers Out (7600-7629)			45,000.00					
Total Interfund Transfers Out			45,000.00	45,000.00	-	-	45,000.00	45,000.00
TOTAL EXPENDITURES			54,262,627.20	57,737,608.15	8,837.00	204,225.66	57,950,670.71	57,950,670.71

Budget Variance Detail for
March, 2019
April 18, 2019 Board Meeting

Description (Object Code Range)	Res	Program	2018-19	2018-19	Variance		2018-19	2018-19
			Adopted Budget	3/21/19	Unrestricted	Restricted	Board Meeting 4/18/19	4/18/19
ENDING FUND BALANCE			22,586,369.42	23,714,686.22	(8,837.00)	9,790.44	23,715,639.66	23,715,639.66
Total Expenditures plus Ending Fund Balance (7999)			76,848,996.62	81,452,294.37	-	214,016.00	81,666,310.37	81,666,310.37
Ending Fund Balance Change Detail (7999):								
TO COVER 2/21/19 CATERING FOR INSIDE ED	0090	EDUCATION & ADMIN OPERATIONS	22,586,369.42					
TO COVER COE CPR CLASSES	0090	EDUCATION & ADMIN OPERATIONS			(1,557.00)			
TO COVER SANTA CRUZ HS FIELD TRIP	0090	EDUCATION & ADMIN OPERATIONS			(780.00)			
TO COVER INSTR SUPPLIES AND NEG BALANCES	0090	EDUCATION & ADMIN OPERATIONS			(6,500.00)			
ADJ ISC TO MATCH EXPENSES	9010	OTHER RESTRICTED LOCAL				(3,464.56)		
	9084	S4C				13,255.00		
Net Increase/(Decrease) in Ending Fund Balance			22,586,369.42	23,714,686.22	(8,837.00)	9,790.44	23,715,639.66	23,715,639.66



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: April 18, 2019

☒ **Action**

☐ **Information**

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Business Department

SUBJECT: Gifts and Donations

BACKGROUND

County Board of Education Policy P-3280 requires that all gifts and donations received by programs conducted by the County Superintendent of Schools be accepted by the County Board of Education.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Accept gifts and donations as follows:

<u>Program</u>	<u>Donor</u>	<u>Value</u>
ROP Dental Assisting	Noel Kelsch	Dental X-Ray Chair (approx. \$3,000 value)
Oasis High School	Doug Abrams	14 Copies of <i>Eye of The Whale</i> Novel (approx. \$200 value)

FUNDING IMPLICATIONS

Gifts/Donations received will be utilized by the programs to which they are donated.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: March 21, 2019

☒

Action



Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Mary Hart, Deputy Superintendent, Business Services

SUBJECT: Surplus Items

BACKGROUND

County Board of Education Policy P-3260 requires that all surplus items be reviewed and surplus through County Board action.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Authorize staff to dispose of surplus items as follows:

<u>Program</u>	<u>Item(s)</u>	<u>Value</u>
Maintenance & Operations	Nine (9) Smart Boards	\$0

FUNDING IMPLICATIONS

None. SCCOE Maintenance employees will take the smartboards to the Grey Bears Facility located at 2710 Chanticleer Avenue in Santa Cruz, CA. Grey Bears will, at no cost to the SCCOE, recycle the Smart Boards as part of their e-waste process.



BOARD OF EDUCATION
Ms. Jane Royer Barr
Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Dana M. Sales
Mr. Abel Sanchez
Mr. Bruce Van Allen

Dr. Faris Sabbah, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5600 • Fax (831) 466-5607 • www.santacruzcoe.org

To: County Office of Education Board of Trustees
From: Mary Hart, Deputy Superintendent, Business
Date: April 18, 2019 *MP*
RE: Surplus Property

The County Office of Education (COE) owns 9 smartboards serial #'s SBX885M2A009602, SBX885M2A009603, SBX885M2A009506, SBX885R20010934, SBX885R20010876, SBX885R20010893, SBX885R20010895, SBX885R20010880 and SBX885R0010877 purchased from A+ Interactive on PO #954367 in February 2011 & PO #955178 in June 2011. Through research we have found these smartboards have no value on the local market. Our recommendation is to dispose of the smartboards. Our maintenance employees will take the smartboards to the Grey Bears facility located at 2710 Chanticleer Avenue in Santa Cruz, CA. Grey Bears will, at no cost to the County Office of Education, recycle the smartboards as part of their e-waste processes.

EC § 1279. Disposal of personal property by county superintendent of schools

- (a) The county superintendent of schools shall not in any manner dispose of any item of personal property worth *over* twenty-five thousand dollars (\$25,000) that belongs to the county office of education without meeting the following conditions:
- (1) Obtaining an independent valuation of the property.
 - (2) Advertising the property for sale in a newspaper of general circulation within the district, or, if there is no newspaper of general circulation within the district, in any newspaper of general circulation that is regularly circulated in the district. The advertisement shall be published for a period of time in accordance with the policy of the county board of education.
 - (3) Bringing the matter to the attention of the county board of education for its discussion at a regularly scheduled public meeting.
 - (4) Obtaining the approval of the county board of education.
- (b) **The county superintendent of schools shall not in any manner dispose of any personal property worth less than twenty-five thousand dollars (\$25,000)**

that belongs to the county office of education unless he or she certifies the value of the property in a quarterly report and submits that report to the county board of education for its review.”

EC § 17546. Private sale of personal property; disposition of property unsold at public auction or of insufficient value to defray cost of sale

(a) If the governing board, by a unanimous vote of those members present, finds that the property, whether one or more items, does not exceed in value the sum of two thousand five hundred dollars (\$2,500), it may be sold at private sale without advertising, by any employee of the district empowered for that purpose by the board.

(b) Any item or items of property having previously been offered for sale pursuant to Section 17545, but for which no qualified bid was received, may be sold at private sale without advertising by any employee of the district empowered for that purpose by the board.

(c) *If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed .”*

Education Code 17546 (c) the board must evaluate and vote on the disposal method for the smartboards.

RECOMMENDATION: The administration recommends upon a unanimous vote per EC 17546 c to dispose of the property through the e-waste process at Grey Bears or a like organization.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: April 18, 2019

☐

Action

☒

Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Rory Bruce, CSEA 484 Chapter President

SUBJECT: CSEA Negotiations

BACKGROUND:

The Santa Cruz County Board of Education will conduct a public hearing wherein the Santa Cruz School Employees Association (CSEA), Chapter #484, will “Sunshine” proposed language to update Article 7 regarding Organizational Security, Article 15 regarding Assignments & Transfers, and Article 21 regarding Professional Growth for the 2019-2020 Classified Employee Unit Agreement to the Santa Cruz County Superintendent of Schools.

RECOMMENDATION FOR BOARD ACTION:

Receive the information.

FUNDING IMPLICATIONS:

Funding implications will not be determined until the conclusion of negotiations.

CSEA California School Employees Association

Chapter 484

Dr. Faris Sabbah, Superintendent
Dana M. Sales, President
400 Encinal St.
Santa Cruz, CA 95060

March 21, 2019

Dear Superintendent Sabbah and President Sales:

The Classified School Employees Association, Chapter 484, chooses at this time to exercise its rights as expressed by law to "Sunshine" the following Articles for the 2018-2019 Classified Employee Unit Agreement.

1. **ARTICLE 7 - ORGANIZATIONAL SECURITY**

Update language to address recent changes in the law concerning agency shop

2. **ARTICLE 15 - ASSIGNMENT & TRANSFER**

Update Language

3. **ARTICLE 21 - PROFESSIONAL GROWTH**

Update Language

Sincerely,

Rory Bruce, President

CSEA Negotiations Team: Lupe Rodriguez, Cathy Carr, Michelle Coffman, Michelle Rix, Kirk Osborn

cc: Alejandro Madi-Cerrada - CSEA Representative
SCCOE Board



California
School
Employees
Association

3350 Scott Blvd.
Building 18
Santa Clara, CA 95054
(408) 261-7990
(800) 487-2440
FAX (408) 233-9678
www.csea.com

Member of the AFL-CIO

The nation's largest
independent classified
employee association



March 22, 2019

Via Electronic and US Mail
rjbruce@yahoo.com

Roderick Bruce
Chapter President 484
125 Felix St Apt 8
Santa Cruz, CA 95060-4827

RE: Initial Proposal for Contract Reopener

Dear President Bruce:

I have received the initial proposal for the contract reopener between the Santa Cruz County Office Of Educ and California School Employees Association and its Santa Cruz COE Chapter #484 for the 2018-2019 school year(s).

It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws or Policy. **This initial proposal will need to be approved by the membership prior to starting negotiations.**

Please remember, once a tentative agreement has been reached, a signed copy of the tentative agreement must be forwarded to the field office immediately for a Policy 610 review before the tentative agreement may be ratified.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Field Director

CG/ca

Enclosure: Initial Proposal

Cc: Marisa Hernandez, Regional Representative 48
Machelle Kessinger, Area C Director
Alejandro Madi-Cerrada, Labor Relations Representative
Chapter 484 Contract File

Our mission: To improve the lives of our members, students and community.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: April 18, 2019

☒ **Action**

☐ **Information**

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

SUBJECT: Resolution 19-03 in Support of Day of the Teacher

BACKGROUND:

Education Code, Section 372229(a), specifies the Second Wednesday in May as the Day of the Teacher, a day having special significance. All public schools and educational institutions are encouraged to observe those days, and, specifically on the Day of the Teacher, conduct exercises commemorating and directing attention to the teachers and the teaching profession.

RECOMMENDATION FOR BOARD ACTION:

Adopt Resolution #19-03 in Support of Day of the Teacher.

FUNDING IMPLICATIONS:

None.

SANTA CRUZ COUNTY BOARD OF EDUCATION**RESOLUTION 19-03
DAY OF THE TEACHER**

WHEREAS, May 7, 2019 is designated as Day of the Teacher throughout California, the Santa Cruz County Board of Education extends appreciation to teachers and other certificated employees at the County Office of Education as well as throughout the County; and

WHEREAS, because of our outstanding teachers, the County Office of Education is well placed to give every student the opportunity to succeed both in and outside of the classroom; and

WHEREAS, teaching is a profession that requires skill, determination, patience, and energy with teachers fulfilling many roles as motivators and mentors; and

WHEREAS, the Board recognizes that educated community members serve as the foundation of our nation, and that teachers mold the minds and train the workforce of tomorrow; and

WHEREAS, effective teaching grows in value and pays dividends far beyond the classroom and well into the future; and

WHEREAS, our progress as a nation can be no swifter than our progress in education and, without teacher appreciation, there can be no student progress; and

WHEREAS, teaching is a vital element in a child's development with the critical factor being not curriculum nor class size, but the nature of the teaching as it affects learning;

NOW THEREFORE, BE IT RESOLVED, that the Santa Cruz County Board of Education and administrators of the Santa Cruz County Office of Education urge all students, parents, and the community to observe this day by taking time to honor those who give the gift of knowledge through teaching.

PASSED AND ADOPTED by the Santa Cruz County Board of Education, County of Santa Cruz, State of California, this day _____ of _____, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

///

///

Dana M. Sales, Board President
Santa Cruz County Board of Education

ATTEST:

Dr. Faris M. Sabbah
County Superintendent of Schools
Secretary, Santa Cruz County Board of Education



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: April 18, 2019

☒

Action

☐

Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

SUBJECT: Resolution 19-04 in Support of Classified Employees Week.

BACKGROUND:

California Senate Bill 1552, passed in 1984, decreed the third full week in May as California School Employees' Week in official recognition of the services and dedication of classified school employees.

RECOMMENDATION FOR BOARD ACTION:

Adopt Resolution #19-04 in Support of Classified Employees Week.

FUNDING IMPLICATIONS:

None.

Santa Cruz County Board of Education**Resolution 19-04
CLASSIFIED EMPLOYEES WEEK 2019**

WHEREAS, the week of May 19 through May 25, 2019, is designated as Classified School Employees Week throughout California; and

WHEREAS, the Santa Cruz County Board of Education celebrates the many contributions of those employees who work at the County Office of Education and school districts throughout Santa Cruz County; and

WHEREAS, classified employees provide a vital link in the education of a child and make a difference in our schools and communities; and

WHEREAS, the many contributions of those classified employees who work at the Santa Cruz County Office of Education, schools and districts support and enhance the educational process by assisting teachers, transporting students, preparing meals, maintaining buildings and grounds, and performing all technical, business, clerical and administrative- secretarial functions; and

WHEREAS, without these services, the quality of the educational process would be greatly diminished; and

WHEREAS, classified school employees employed by the Santa Cruz County Office of Education, as well as schools and districts countywide, strive for excellence in all areas relating to the educational community;

NOW THEREFORE, BE IT RESOLVED, that recognition is deserved year-round and the Santa Cruz County Board and Office of Education extend sincere appreciation and commendation to the classified school employees of the County Office of Education and encourage acknowledgment of those employees, hereby proclaiming the week of May 19 through May 25, 2019, as Classified School Employees Week.

PASSED AND ADOPTED by the Santa Cruz County Board of Education, County of Santa Cruz, State of California, this day _____ of _____, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

///

///

///

Dana M. Sales, Board President
Santa Cruz County Board of Education

ATTEST:

Dr. Faris M. Sabbah
County Superintendent of Schools
Secretary, Santa Cruz County Board of Education

AGENDA ITEM

Board Meeting Date: April 18, 2019

☒

Action

☐

Information

TO: Santa Cruz County Board of Education

FROM: Jivan Dhaliwal, Associate Superintendent, Educational Services
Sofia Sorenson, Multilingual Achievement Coordinator

SUBJECT: Resolution #19-05 in Support of Prop 58 and English Learner Roadmap

BACKGROUND:

The Santa Cruz County Board of Education may adopt Resolution #19-05 in support of CA Proposition 58 and the State Board of Education's English Learner Roadmap.

On July 12, 2017, the California State Board of Education (SBE) unanimously approved the California English Learner Roadmap SBE: Educational Programs and Services for English Learners. The SBE policy ushers in a new era of English learner education that embraces linguistic diversity as an asset while providing the supports necessary to allow English learners meaningful access to intellectually rich and engaging curriculum.

When 73 percent of California voters passed the California Education for a Global Economy (CA Ed.G.E.) Initiative in 2016, they spoke loudly and clearly that multilingualism is a priority in our state. Capitalizing on the assets that our English learners bring to our vision of a multilingual society is vital.

The *CA EL Roadmap* paves the way for English learner success by providing tools and examples aligned to the State priorities so that parents, communities, schools, teachers, administrators, districts, and county offices of education can effectively implement policies, programs, and practices for our state's English learners.

RECOMMENDATION FOR BOARD ACTION:

Adopt Resolution #19-05 in Support of CA Prop 58 and State Board of Education's English Learner Roadmap.

FUNDING IMPLICATIONS:

None.

Santa Cruz County Board of Education**RESOLUTION 19-05****Resolution in Support of Prop 58 and State Board of Education's EL Roadmap**

**RESOLUTION OF THE BOARD OF TRUSTEES IN SUPPORT OF PROPOSITION 58
AND STATE BOARD OF EDUCATION'S EL ROADMAP**

Whereas, Proposition 58: EdGE (Education for a Global Economy) passed by an over 70% majority on November 8, 2016, reflecting California's strong support for preparing all students for college and careers in a multilingual 21st century economy;

Whereas, the California State Board of Education adopted an English Learner Roadmap in July 2017 calling for school districts to ensure that English Learner (EL) students attain high levels of English proficiency, mastery of grade level standards and have opportunities to develop proficiency in multiple languages starting in Early Childhood Education (ECE);

Whereas, close to 43% of the Santa Cruz County's students, k-12th grade, are currently learning academic English as a second language, and have the opportunity to learn both in English and their native language to significantly increase their chances of high achievement in school, leading to higher education and global careers as multilingual speakers;

Whereas, another 2.3% of the Santa Cruz County's students, k-12th grade, already have strong proficiency in English but also speak another language, and by participating in language programs these students can be better prepared to compete in the global workforce as multilingual speakers;

Whereas, the Santa Cruz County Office of Education is committed to supporting districts in providing opportunities for monolingual English-speaking students starting in ECE to be instructed to achieve proficiency in a second language so that they will be better prepared to compete in the global workforce as multilingual speakers;

Whereas, the Santa Cruz County Office of Education is committed to aligning all of its programs and services for EL students with the State Board's EL Roadmap and is committed to supporting districts to the same;

Now, therefore, be it Resolved, that the Governing Board of the Santa Cruz County Office of Education hereby directs its Superintendent to work with county, districts and schools to:

1. Develop and strengthen language acquisition program options for the county's students, ECE-12th grade, including dual immersion, bilingual and foreign language acquisition programs; and

2. Work with District English Learner Advisory Committees in the development and improvement of the language acquisition programs and educate all parents regarding language acquisition programs; and

3. Evaluate current programs and services for the county's EL students, in order to determine what changes may be needed in order to ensure alignment with the State Board's EL Roadmap; and

4. Implement changes needed to ensure alignment between the programs and services for EL students, ECE-12th grade, with the State Board's EL Roadmap to be included in Local Control Accountability Plans; and

5. Create differentiated, separate growth goals for EL students starting with ECE within all of the LCAP priority areas, as appropriate, in order to ensure that the District's programs and services for EL students are effectively ensuring that the District's EL students are attaining high levels of English proficiency, mastery of grade level standards and proficiency in their primary language.

6. Implement and expand recognition at ECE, elementary and middle school for participation and attainment of proficiency in English and another language leading to the awarding of the State Seal of Biliteracy.

PASSED AND ADOPTED by the Santa Cruz County Board of Education, County of Santa Cruz, State of California, this day ____ of ____, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Dana M. Sales, Board President
Santa Cruz County Board of Education

ATTEST:

Dr. Faris M. Sabbah
County Superintendent of Schools
Secretary, Santa Cruz County Board of Education



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: April 18, 2019

☒ **Action**

☐ **Information**

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

SUBJECT: Resolution 19-06 in Support of the 2020 Census

BACKGROUND:

Joseph Watkins of Community Action Board will give a brief presentation on the Community Action Board of Santa Cruz County's recent initiatives regarding the 2020 Census Count and will ask the Board to adopt a resolution in support of this cause.

RECOMMENDATION FOR BOARD ACTION:

Adopt Resolution #19-06 in Support of the 2020 Census.

FUNDING IMPLICATIONS:

None.



Count Me In! Census 2020

YOUR COMMUNITY IS COUNTING ON **YOU!**

Objectives: Motivate! Educate! Activate!

- To discuss the importance of 2020 Census
- To discuss potential collaborative efforts between CAB and the COE
- To begin promoting discussions in respective school districts

Partnering for a Successful 2020 Census



Count everyone once, only once, and in the right place.


Tory Del Favero & Christina Granados
Partnership Specialists
U.S. Census Bureau
Los Angeles Regional Census Center

United States Census Bureau | U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

Federal Funding

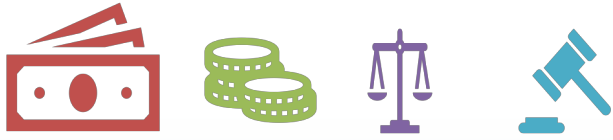
Census data informs how **\$675 billion** is distributed annually among local, state, and tribal governments for programs like:

- Transportation
- Job training centers
- Schools (Title 1 Grants, National School Lunch Program, Head Start/Early Head Start)
- Senior and Foster Care Centers
- Housing (Section 8 housing choice vouchers)
- Medical Assistance Programs (Medicaid, Medicare)



United States Census Bureau | U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

Money and Power



\$76 Billion Dollars to the State of California per year	\$2,000 Approximately Per Californian Counted per year	Congressional representation	Reapportionment and Redistricting
--	--	---------------------------------	--------------------------------------

United States Census Bureau | U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

Answers are confidential and protected by Title 13 of the U.S. Code



- The Census is confidential and required by law
- Results of the Census are reported in statistical format only
- We do not share a respondents personal information with other government agencies
- All Census Employees swear to a lifetime oath to protect respondent information
- Penalties for wrongful disclosure - Up to 5 years imprisonment and or a fine of \$250,000

Partnership for a Successful 2020 Census

- **Enroll** community partners to increase participation in the 2020 Census of those who are less likely to respond or are often missed.
- **Educate** - people about the 2020 Census and foster cooperation with enumerators
- **Encourage** - community partners to motivate people to self-respond
- **Engage** - grass roots organizations to reach out to hard to count groups and those who aren't motivated to respond to the national campaign

Complete Count Committees

- Tribal, state and local governments work together with partners and trusted voices in their communities to promote the 2020 Census to their constituents.
- Committees can include:
 - Government
 - Education
 - Media
 - Community Organizations
 - Non-Profits
 - Faith-Based Community
 - Business/Employment
 - Youth Focused Organizations



Who are the Hard to Count?


- | | |
|--|---|
| • Young children | • LGBTQ |
| • Highly mobile persons | • Farm workers |
| • Racial and ethnic minorities | • Migrant Workers |
| • Non-English speakers | • Renters |
| • Low income persons | • Multifamily housing |
| • Persons experiencing homelessness | • American Indian and Alaskan Native |
| • Persons who distrust the government | • Native Hawaiian and Pacific Islanders |
| • Persons with disabilities | • College Students |
| • Persons who do not live in traditional housing | |

2020 Census Self Respond

Internet
Phone
Mail
In Person



United States Census Bureau
U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov



Funding Future Generations

Programs Impacted by the Census, 2018 CA Federal Funding Statistics

- 10% of California's Department of Education Budget
- Title 1 aid for disadvantaged students contributed \$1.7 Billion
- Special Education Grants contributed \$1.2 Billion
- National School Lunch Program \$1.4 Billion



How can you help and how can we work together?

- Pass a resolution in support of the 2020 Census Efforts
- Contact the CAB Census Team to schedule focus group meetings
- Attend our Complete Count Committee Meeting on April 17th 10:00-11:30am
Aptos Village Park Center Clubhouse
100 Aptos Creek Rd, Aptos, CA 95003
- Add and share our Santa Cruz County 2020 Census Facebook pages:
<https://facebook.com/cab.ista.50>
<https://www.facebook.com/SantaCruzCountyCounts/>

Contact Information

Christina Granados
Partnership Specialist
(Bilingual - English/Spanish)
669-264-3943
christina.a.granados@2020census.gov

Tory Del Favero
Partnership Specialist
669-264-3938
tory.s.del.favero@2020census.gov

United States Census Bureau
U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

SANTA CRUZ COMPLETE COUNT COMMITTEE – EDUCATION SUBCOMMITTEE

The Santa Cruz County Complete Count Committee (“CCC”) is committed to ensuring a complete and accurate 2020 Census count. The CCC Education Subcommittee provides school districts with an opportunity to engage in 2020 census outreach activities, and to secure federal funding for critical services in Santa Cruz County schools.

I want to learn more about the CCC Education Subcommittee:

NAME:	
TITLE:	
EMAIL:	
TELEPHONE:	
SCHOOL DISTRICT:	

Our school district is interested in learning more about participating in the following activities:

	ACTIVITY	✓
LEAD:	Appoint a school district liaison to serve on the CCC Education Subcommittee	
	Participate in CCC general meetings	
EDUCATE:	Issue a public endorsement of the 2020 Census (e.g. pass a district resolution in support)	
	Highlight 2020 Census messaging in school publications and newsletters	
	Display and/or distribute digital materials through social media and e-newsletters	
	Display census materials in school district community boards, staff lounges, and/or other informational centers	
ENGAGE:	Link to CCC website from school district website	
	Distribute census materials to students, parents and teachers	
	Provide the CCC and census representatives with speaking opportunities to students, parents, and school community groups	
	Provide community access to computer labs for census completion during school events and/or after school hours	
MOTIVATE:	Host a census presentation to district community members and leaders (e.g. CAC)	
	Provide stipends for student clubs to promote census awareness	
	Encourage students, teachers and parents to volunteer through the CCC Community Census Ambassador Program	
COLLABORATE:	Provide Community Service Hours to student volunteers	
	Support CCC efforts to engage students, teachers and parents in census community outreach efforts	
	Provide tabling opportunities to promote census information at school events, open houses, and parent-teacher conferences	
OTHER:	Coordinate census messaging efforts with Santa Cruz Complete Count Committee outreach timeline	
	Coordinate a conversation between parent advisory committees (e.g. DELAC), CCC and/or census representatives	

PLEASE CONTACT THE SANTA CRUZ COUNTY COMPLETE COUNT COMMITTEE IF YOU HAVE ANY QUESTIONS:
josephw@cabinc.org, Assistant Project Director – 2020 Census Project, (831) 291-5750



BOARD OF EDUCATION
Ms. Jane Royer Barr
Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Dana Sales
Mr. Abel Sanchez
Mr. Bruce Van Allen

Santa Cruz County Board of Education • 400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5900 • santacruzcoe.org

Santa Cruz County Board of Education

RESOLUTION 19-06 Resolution to Support the 2020 Census

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, the next enumeration will be April 1, 2020 and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California has a large percentage of individuals who are considered traditionally hard to count; and

WHEREAS, these diverse communities and demographic populations are at risk of being missed in the 2020 Census; and

WHEREAS, California receives nearly \$77 billion in federal funding that relies, in part, on census data; and

WHEREAS, a complete and accurate count of California's population is essential; and

WHEREAS, the data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives and is used to distribute billions of dollars in federal funds to state and local governments; and

WHEREAS, the data is also used in the redistricting of state legislatures, county boards of supervisors and city councils; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, California's leaders have dedicated a historic amount of funding and resources to ensure every Californian is counted once, only once and in the right place; and

WHEREAS, this includes coordination between tribal, city, county, state governments, community-based organizations, education, and many more; and

WHEREAS, U.S. Census Bureau is facing several challenges with Census 2020, including constrained fiscal environment, rapidly changing use of technology, declining response rates, increasingly diverse and mobile population, thus support from partners and stakeholders is critical; and

WHEREAS, California is kicking-off its outreach and engagement efforts in April 2019 for the 2020 Census; and

WHEREAS, the Santa Cruz County Office of Education, in partnership with other local governments, the State, businesses, schools, and community organizations, is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals; now, therefore, be it hereby

RESOLVED by the Santa Cruz County Office of Education recognizes the importance of the 2020 U.S. Census and supports helping to ensure a complete, fair, and accurate count of all Californians.

PASSED AND ADOPTED by the Santa Cruz County Board of Education, County of Santa Cruz, State of California, this day _____ of _____, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

///

////

Dana M. Sales, Board President
Santa Cruz County Board of Education

ATTEST:

Dr. Faris M. Sabbah
Santa Cruz County Superintendent
Secretary, Santa Cruz County Board of Education



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: April 18, 2019

☒ **Action**

☐ **Information**

TO: Santa Cruz County Board of Education and Superintendent

FROM: Jivan Dhaliwal, Associate Superintendent, Educational Services

SUBJECT: Santa Cruz County Cypress Charter High School (Resolution 19-07)

BACKGROUND

On March 21, 2019, the Santa Cruz County Board of Education ("County Board") received a charter petition ("Petition") from Dr. Faris Sabbah and Megan Tresham ("Petitioners").

Consistent with required elements and legal criteria, a team of Santa Cruz County Office of Education ("SCCOE") staff members representing all operational specialties (collectively, the "Review Team") conducted an in-depth review of the Petition and supporting documents. Recognizing that Education Code section 47605(b) provides that in reviewing petitions for the establishment of charter schools, the chartering authority shall be guided by the intent of the Legislature, the Review Team worked to ensure its review was robust, unbiased, and compliant with California law.

FUNDING IMPLICATIONS

Contingent on the terms of the Petition.

RECOMMENDATION

As outlined in the Staff Report (Exhibit A) the Review Team has determined the Petition meets the requirements of Education Code Section 47605(b) and recommends approval of Santa Cruz County Cypress Charter High School.



Exhibit A

STAFF REPORT OF THE SANTA CRUZ COUNTY CYPRESS CHARTER HIGH SCHOOL PETITION

April 12, 2019

Prepared by Charter School Review Team

- Jivan Dhaliwal, Associate Superintendent, Educational Services
- Jean Gardner, Senior Director, Fiscal Services
- Kris Stanga, Senior Director, District Support and Leadership
- Jessica Little, Senior Director, North County SELPA
- Dr. Cristine Chopra, Executive Director, S4C
- Sofia Sorensen, Multilingual Achievement Coordinator
- Amity Sandage, Environmental Literacy Coordinator
- Kevin Drinkard, Mathematics Coordinator

EXECUTIVE SUMMARY

On March 21, 2019, the Santa Cruz County Board of Education ("County Board") received a charter petition ("Petition") from Dr. Faris Sabbah and Megan Tresham ("Petitioners").

Consistent with required elements and legal criteria, a team of Santa Cruz County Office of Education ("SCCOE") staff members representing all operational specialties the ("Review Team") conducted an in-depth review of the Petition and supporting documents. Recognizing that Education Code section 47605(b) provides that in reviewing petitions for the establishment of charter schools, the chartering authority shall be guided by the intent of the Legislature, the Review Team worked to ensure its review was robust, unbiased, and compliant with California law.

Based on its review, of the Petition, the Review Team concluded that the Petition meets the requirements in Education Code section 47605(b) and recommends that the County Board **approve** the Santa Cruz County Cypress Charter High School.

REVIEW PROCESS

As broad guidance, Education Code section 47605(b) provides that, in reviewing a petition for the establishment of a charter school, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. Education Code section 47605(h) further charges that the governing board of a school district shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences to pupils identified by the petitioner as academically low achieving pursuant to the standards established under Education Code section 54032.

The County Board shall deny a petition for establishment of a charter school only if the County Board makes written factual findings, specific to the particular petition, setting forth facts to support one or more of six grounds for denial set forth in Education Code section 47605(b)(1)-(6). The six grounds for denial are:

1. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school;
2. The petitioner is demonstrably unlikely to successfully implement the program set forth in the petition;
3. The petition does not contain the number of signatures required;

4. The petition does not contain an affirmation of each of the conditions described in EC 47605(d); or
5. The petition does not contain reasonably comprehensive descriptions of all of the following fifteen required elements:
 - A. A description of the educational program of the school, designed, among other things, to identify those pupils whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in the educational program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.
 - B. The measurable pupil outcomes identified for use by the charter school.
 - C. The method by which pupil progress in meeting those pupil outcomes is to be measured.
 - D. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.
 - E. The qualifications to be met by individuals to be employed by the school.
 - F. The procedures that the school will follow to ensure the health and safety of pupils and staff.
 - G. The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.
 - H. Admissions requirements, if applicable.
 - I. The manner in which annual, independent, financial audits shall be conducted, in accordance with regulations established by the State Board of Education, and the manner in which audit exceptions and deficiencies shall be resolved.
 - J. The procedures by which pupils can be suspended or expelled.
 - K. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
 - L. The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.
 - M. A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.
 - N. The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.

- O. A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.
- 6. The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

Further, a charter school petition must also include a discussion of the impact on the chartering district, including: the facilities to be utilized by the school, the manner in which administrative services will be provided, potential civil liabilities for the chartering school district, and a three year projected operational budget. (Ed. Code, § 47605, subd. (g)).

The County Board’s review is based on three sources of information: statute, state regulations and staff analysis. Education Code section 47605 sets forth the required elements of a petition; state regulations (the “Regulations”) provide greater specificity regarding each of these requirements; and the staff team reviews and analyzes the required elements for formation of a charter school and provides the County Board with its report and findings. (Cal. Code Regs., tit. 5, § 11967.5 *et seq.*) The Regulations were developed for the SBE’s review of petitions. They offer helpful guidance to county boards and school districts, as well as the SBE, regarding the evaluation of charter petitions.

Consistent with required elements and legal criteria, the Review Team conducted an in-depth review of the Petition and its supporting documents. Following this process, the Review Team compiled this Staff Report.

FINDINGS

The Review Team has determined the Petition meets the requirements of Education Code Section 47605(b).

Recommended Action

The Review Team recommends approval of the Santa Cruz County Charter High School Petition.



Santa Cruz County Cypress Charter Petition

April 18, 2019

SCCOE Board Room

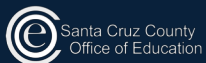
Petition Review Team

Cristine Chopra, Executive Director S4C
 Jivan Dhaliwal, Associate Superintendent
 Kevin Drinkard, Mathematics Coordinator
 Jean Gardner, Senior Director Fiscal Services
 Jessica Little, Senior Director SELPA
 Amity Sandage, Environmental Literacy Coordinator
 Sofia Sorensen, Multilingual Coordinator
 Kris Stanga, Senior Director District Support and Leadership



Legal Requirements of Review

- 1) the charter school presents an unsound educational program for the pupils to be enrolled in the charter school;
- (2) the petitioners are demonstrably unlikely to successfully implement the program set forth in the petition;
- (3) the petition does not contain the number of signatures required;
- (4) the petition does not contain an affirmation of each of the conditions described in EC §47605(d);
- (5) the petition does not contain reasonably comprehensive descriptions of all of the fifteen listed required elements; or
- (6) the petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.



15 Required Elements

1. A description of the educational program of the school, designed, among other things, to identify those pupils whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in the educational program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.
2. The measurable pupil outcomes identified for use by the charter school.
3. The method by which pupil progress in meeting those pupil outcomes is to be measured.
4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.
5. The qualifications to be met by individuals to be employed by the school.



15 Required Elements

6. The procedures that the school will follow to ensure the health and safety of pupils and staff.
7. The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.
8. Admissions requirements, if applicable.
9. The manner in which annual, independent, financial audits shall be conducted, in accordance with regulations established by the State Board of Education, and the manner in which audit exceptions and deficiencies shall be resolved.
10. The procedures by which pupils can be suspended or expelled.



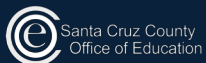
15 Required Elements

11. The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.
13. A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.
14. The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.
15. A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.



Staff Recommendation

The staff recommends the Board **approve** the
Santa Cruz County Cypress Charter High School
for a period of five years,
from July 1, 2019 to June 30, 2024





Charter Petition for

Santa Cruz County Cypress Charter High School

Submitted for approval to the

Santa Cruz County Board of Education

February 21, 2019

February 21, 2019

Dana Sales, President of the Board
Santa Cruz County Board of Education
400 Encinal St.
Santa Cruz, CA 95060

Dear President Sales,

The team of educators and agency partners who developed this petition firmly believe that approval of the proposed Santa Cruz County Cypress Charter High School (Cypress), a county-wide dependent charter, will provide access to college preparatory educational pathways for students in a safe, inclusive learning environment. Our hope is that this charter school will offer an added compendium of services to students. These services will prepare each graduate to maximize their post-secondary opportunities and benefit the greater Santa Cruz County Region.

We look forward to working with the Santa Cruz County Board of Education in obtaining approval and successfully implementing this new endeavor to better serve the students of Santa Cruz County.

Santa Cruz County Cypress Charter High School Development Team

Dr. Faris Sabbah, County Superintendent of Schools
Megan Tresham, Principal
Bryan Wall, Interim Deputy Superintendent
Mary Hart, Deputy Superintendent, Business Service
Johnny Rice, Senior Director, Alternative Education
Mark Hodges, Senior Director, CTEP
Steve Hoy, Coordinator, CTEP
Troy Cope, Director, Human Resources
Les Forster, Coordinator, Inside Education
Sage Leibenson, Administrative Assistant to the Superintendent

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EXECUTIVE SUMMARY

Identified Need

The Santa Cruz County Office of Education has identified a significant, vulnerable student population of youth who benefit from a small, supportive learning environment. These potential students need access to challenging coursework delivered with a focus on their social/emotional well-being as the top priority. Santa Cruz County Cypress Charter High School (Cypress) will offer deliberate and systemic solution the mental health crisis youth are facing in our county and provide student the knowledge, skills and tools to earn a high school diploma and maximize their post-secondary options.

Outcomes

Santa Cruz County Cypress Charter High School will seek to support students in achieving the following outcomes:

- Attainment of a high school diploma
- Completion of A-G University of California High School requirements
- Successful transition to community college, four year university

Opening Dates and Location

Cypress intends to open in the fall of 2019 at 2039 Merrill St., Santa Cruz, CA 95062.

Historical Context

The Live Oak School District and Cypress Charter School approached the County Office of Education (the “COE”) regarding the possibility of authorizing the charter of the Santa Cruz County Board of Education.

Cypress currently serves approximately 111 students in grades 9 through 12. The charter was originally authorized by the Live Oak District’s Board of Trustees in 2003, and was renewed for additional five year terms in 2008, 2013, and 2018. The current term of the Charter will expire in June 2023. The Charter school currently provides important and effective services to students in Santa Cruz County. The Live Oak School Board is planning on proceeding with closure of the current school to allow for the establishment of the charter school authorized by the Santa Cruz County Board of Education.

Cypress Vision Statement

Santa Cruz County Cypress Charter High School graduates self-actualized citizens who utilize creativity, critical-thinking, and a comprehensive worldview, to be engaged and informed members

of their communities.

Mission Statement

Cypress fosters a diverse student body through an inclusive community where each individual is seen and valued. Students utilize critical thinking skills in real-world applications, achieving personal and academic growth through a student-centered learning environment and a college preparatory curriculum.

School Motto

Building Community One Student at a Time. Small•Inclusive•Academic

Staffing

For Certificated Staff during the first year, Cypress will employ 8.16 Teacher Full Time Equivalents (FTE), 1 counselor, 1 Director/principal, .5 FTE Special Education Teacher, .5 instructional aide, .5 attendance clerk, and .75 Registrar/Secretary.

Certificated Salaries	2019-20	2020-21	2021-22
Number of FTE - Teachers	8.16	8.16	8.16
Number of FTE - Pupil Support Salaries (Counselor)	1	1	1
Number of FTE - Supervisor/Admin Salary (Director/Principal)	1	1	1
Number of FTE - other Certificated (SPED)	.5	.5	.5

For Classified Staff, we hope to begin with .5 instructional aide, a .5 Attendance Clerk and a .75 Registrar/Secretary for the charter school.

Classified Salaries	2019-20	2020-20	2021-22
Number of FTE - Instructional Aides' salaries	.25	.25	.25
Number of FTE - Clerical and Office Salaries	1.4	1.4	1.4

Student Enrollment

We anticipate enrollment of 140 students at Cypress in our classroom based program, with a projection of 93% attendance which will result in an Average Daily Attendance (ADA) of 130. The current teacher assignment can accommodate an enrollment of 160 students. In the future, we hope to enroll 28 students in an Independent Study program that would require an additional teacher FTE.

	2019-20	2020-21	2021-22
Enrollment	140	140	140
ADA %	93%	93%	93%
Total ADA	130	130	130

Funding

The student enrollment projections in 2019-20 will result in revenues of \$1.46 Million and expenditures of \$1.45 million. This will result in a budget surplus of \$7,440 in year 1. In the second year, we anticipate \$1.5 Million in funding, \$1.44 Million in expenditures, leaving a surplus of \$54,334. In its third year, Cypress is projecting to receive \$1.5 Million in funding and expend \$1.5 Million, leaving a surplus of \$3,379.

Fund Balance	2019-20	2020-21	2021-22
NET INCREASE (DECREASE) IN FUND BALANCE	\$7,440	\$54,334	\$3,379

These funding projections are based almost solely on funding from ADA (at a calculation of 93% of enrollment). The ending fund balance at the end of the three year Multi Year projection is estimated at \$109,702 which will be sufficient to fund the 3 percent reserve required of the Charter. The Independent Study funding has not been included at this time. The income and expense for this program will be added as the program is implemented.

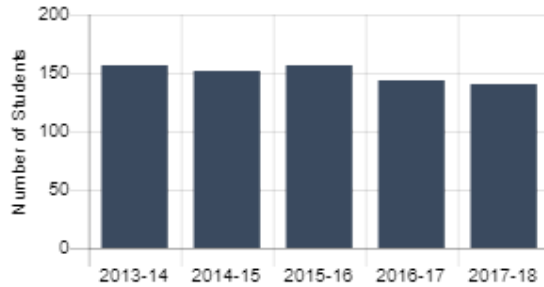
Academic Focus

Cypress offers a comprehensive college preparatory curriculum. Our course work is approved by the University of California and aligns with the Common Core Standards (CCCS), California State Standards (CSS) and Next Generation Science Standards (NGSS)

Current Demographics

Cypress Charter currently serves approximately 120 students in grades 9 through 12.

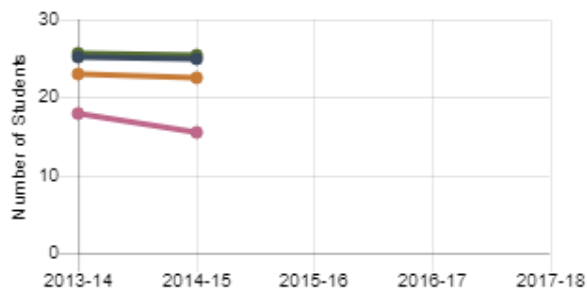
Enrollment over time



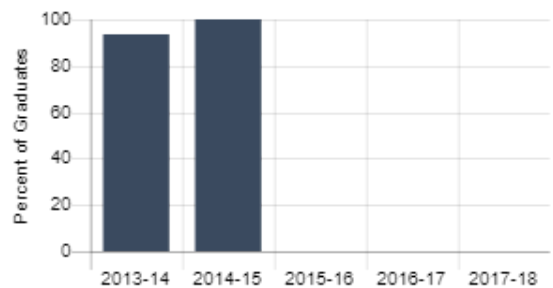
Unduplicated Pupil Count of
Free/Reduced-Price Meals, English Learners
& Foster Youth



Average Class Size



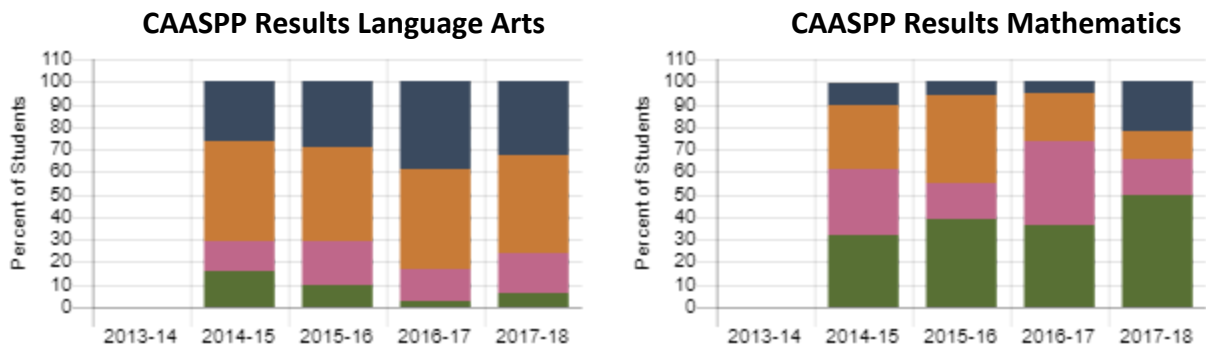
Graduates Meeting UC/CSU Course
Requirements



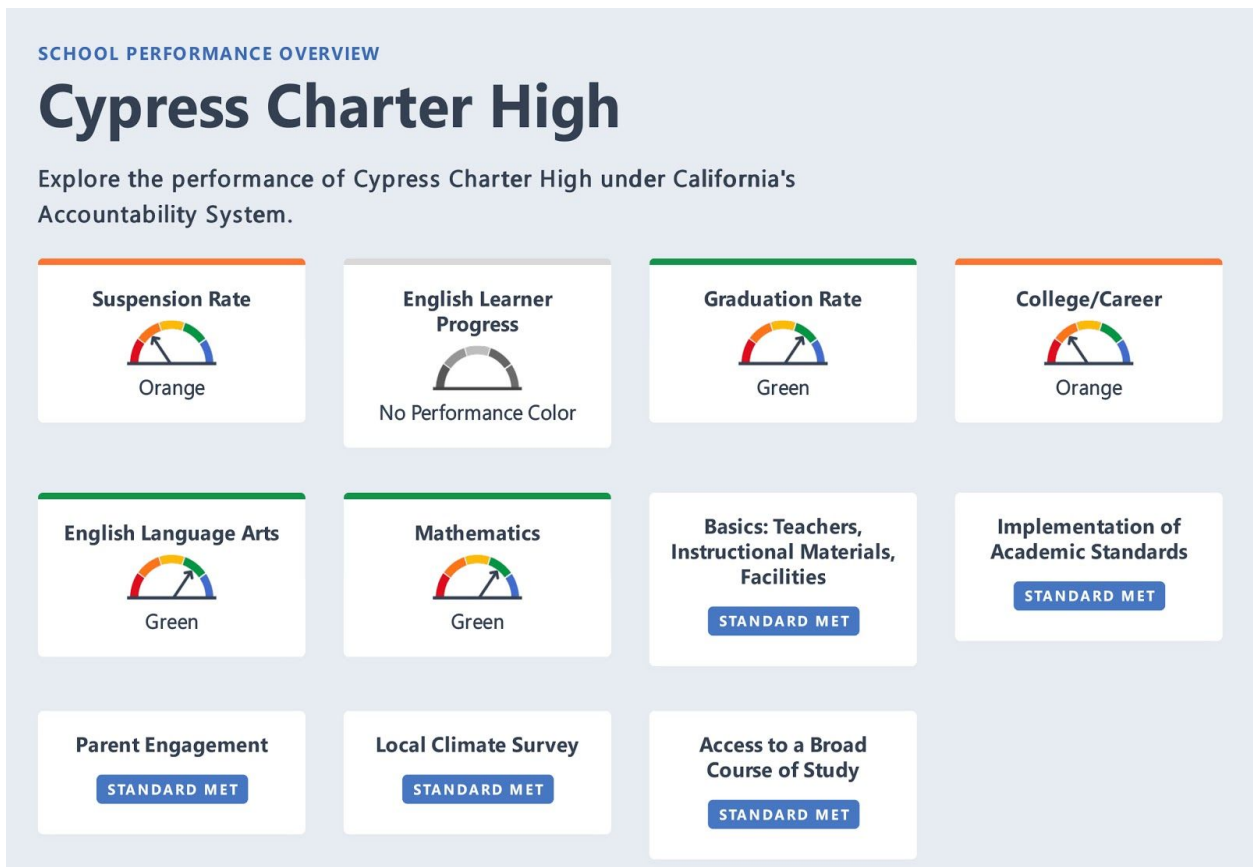
Source: <http://www.ed-data.org/school/Santa-Cruz/Live-Oak-Elementary/Cypress-Charter-High>

Current Academic Performance

Cypress' performance on the most recent dashboards shows strong indicators in English Language Arts, Mathematics, and Graduation Rates (all green). Areas of improvement include Suspension Rates, College and Career Readiness (orange). Further, they have met all standards in Teachers, Instructional Materials, Facilities, Implementation of Academic Standards, Parent Engagement, Local Climate Survey, and Access to a Broad Course of Study.



Source: <http://www.ed-data.org/school/Santa-Cruz/Live-Oak-Elementary/Cypress-Charter-High>



Source: <https://www.caschooldashboard.org/reports/44697650100305/2018>

Additional Local Information

- Local data for graduation rate
 - 2016: 94%
 - 2017: 97%
 - 2018 94%
- CDE College and Career Readiness Indicators
 - Class of 2018:
 - 44% Prepared
 - 35% Approaching
 - 21% Not Prepared
 - Class of 2017:
 - 50% Prepared
 - 28% Approaching
 - 22% Not Prepared
 - Class of 2016:
 - 56% Prepared
 - 22% Approaching
 - 22% Not Prepared
- **SAT/PSAT DATA**
 - **Class of 2019**
 - SAT: % Meeting Benchmark (16 unique testers/ Multiple test dates)
 - English: 94%
 - Math: 56%
 - PSAT/NMSQT: % Meeting Benchmark (38 testers/ Fall 2017)
 - English: 76% (State 58%)
 - Math: 37% (State 36%)
 - **Class of 2020**
 - PSAT 10: % Meeting Benchmark (29 testers/Spring 2018)
 - English: 62% (State 58%)
 - Math: 38% (State 35%)
 - PSAT/NMSQT % Meeting Benchmark (31 testers/Fall 2018)
 - English: 84 % (State 60%)
 - Math: 45% (State 36%)
 - **Class of 2021**
 - PSAT 9 % Meeting Benchmark (26 testers/Spring 2018)
 - English: 62% (State 55%)
 - Math: 58% (State 44%)

Two years ago the staff decided they needed a consistent tool for measuring student progress and skill level in math. We settled on the MDTP testing platform, and we began giving our students the same test 2 times a year to both measure their current level and to provide information on student

growth. Because of the small student body, and the high ratio of students moving in and out of the program, the school does not yet have relevant data for individual students. It is hoped that by the end of the 2018-2019 school year the school be able to look at growth trends for individuals.

Highlights from last year's data: 9th graders in 2017-2018, 70% of students were rated above critical level in Data Analysis, Exponents and Functions. Areas of growth for that group would be Geometry, and Fractions.

10th graders in 2017-2018, Data Analysis and Exponents were also strong 70% and 50% were rated at above critical level, and Geometry and Fractions were also weak with this group.

As a response to this data the team investigated an integrated curriculum that was more robust for Geometry, and is currently piloting the CPM curriculum. When the data for this year's testing is available it will be interesting to see if the curriculum change improves scores for those 9th graders who continued with us into 10th grade.

Accreditation and A-G Courses

The school is in the final year of its 6th year approval (with a mid term revisit in May 2016). The school would need to request an One Day Initial Visit. There are three possible outcomes of an initial visit - Three Year Accreditation, Three Year Candidacy Status, Denial of Accreditation. All courses with the exception of the Freshman Core are a-g approved. An updated a-g course list would need to be created with a new CDS code.

Please see Appendix 8 for signatories for establishment of the petition and letters of support from key partners

Statement of Need

Cypress High School seeks to graduate students who are qualified and prepared for college and a career of their choice. Over the years we have seen a dramatic increase in the number of youth in Santa Cruz County who have not had success in traditional high school settings due to Anxiety, Depression and other mental health disorders.

In Santa Cruz County, 9.4 out of every 1000 youths aged 15-19¹ are hospitalized for self-harm or suicidality. By the 9th grade, 16.4% of males and 40.7% of females report depression related feelings. By 11th grades, those percentages increase to 23.5% and 41.1% respectively². When delineated for sexual orientation, 59.9% of gay/lesbian/bi-sexual youth report feeling of depression

¹

<https://www.kidsdata.org/topic/715/hospitaldischarges-mentalhealth/table#fmt=2342&loc=2,366,368,370,1772,341,338,350,342,359,363,340,335&tf=88&ch=1066,1065,1137&sortColumnId=0&sortType=asc>

² <https://calschls.org/reports-data/query-calschls/150/depression-related-feelings-by-gender-and-grade-level/>

and 45.5% have attempted suicide or self-injured³. There is a mental health crisis for students in our community and those students have been traditionally underserved by the comprehensive high schools in our area. Students seek out our program because of the safe and inclusive setting we provide.

At Cypress High School, we believe in challenging students academically while providing a uniquely supportive environment that puts their physical safety and social/emotional wellness first. Students at Cypress are seen and valued and their unique identities are celebrated. Based on our most recent Health Kids Survey Data, Cypress students feel overwhelmingly supported by staff and have a high level of connectedness at school (75% across all grade levels). Students feel strongly that adults at Cypress have consistent, well-articulated high expectations for their success. 69.75% of students indicated “pretty much true” or “very much true” when asked if there is a teacher or other adult at school who really cares about them and 68% believe their teachers notice when they are not at school (Cypress California Healthy Kids Survey Results 2016-17).

We believe that by creating a community where students are connected with loving, caring adults who challenge them to be their best authentic selves, we will graduate students who are not only college and career ready, but report lower rates of depression, anxiety and suicidality. Cypress values grit, resilience and flexibility and we prioritize the emotional well-being of our students above all else.

3

<https://www.kidsdata.org/topic/2103/depression-sexual-orientation/table#fmt=2617&loc=370&tf=93&ch=1177,1176,1320,1321,1322&sortColumnId=0&sortType=asc>

INTENT AND LEGAL REQUIREMENTS

In 1992, the California Legislature enacted the Charter Schools Act of 1992. Section 47601 of the California Education Code states that:

It is the intent of the Legislature, in enacting this part, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

As used in Education Code section 47612, “attendance” means the attendance of charter school pupils while engaged in educational activities required of them by their charter schools, on days when school will be actually taught in their charter schools. “Regular average daily attendance” will be computed by dividing a charter school’s total number of pupil-days of attendance by the number of calendar days on which school was actually taught in the charter school. (5 C.C.R., §11960 (a).)

Affirmations and Assurances

As the authorized lead petitioner, I, Faris Sabbah, hereby certify that the information submitted in this petition for a California public charter school to be named Cypress Charter High School (Cypress), to be located at multiple locations within the boundaries of Santa Cruz County, and to be authorized by the Santa Cruz County Board of Education is true to the best of my knowledge and

belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, Cypress will follow any and all federal, state, and local laws and regulations that apply, including but not limited to:

- Cypress shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- Cypress shall follow all provisions of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- Cypress shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- Cypress shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- Cypress shall admit all students who are eligible to attend, and who submit a timely application; unless Cypress receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to Cypress shall not be determined according to the place of residence of the student or his or her parents within the county. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of Cypress in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- Cypress shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of “hate crimes” set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- Cypress shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities in Education Improvement Act of 2004.

- Cypress shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- Cypress shall ensure that teachers in the Charter hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]
- Cypress shall at all times maintain all necessary and appropriate insurance coverage.
- If a pupil who is of high school age is expelled or leaves Cypress without graduating or completing the school year for any reason, Cypress shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- Cypress shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
- Cypress shall, on a regular basis, consult with its parents and teachers regarding its education programs. [Ref. California Education Code Section 47605(c)]
- Cypress shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Sections 47605 and 47605.1]
- Cypress shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- Cypress shall comply with the Family Educational Rights and Privacy Act.
- Cypress shall comply with the Public Records Act.
- Cypress shall comply with the Ralph M. Brown Act.
- Cypress shall meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]
- To the extent that Cypress provides independent study programs, it shall comply with

Education Code section 51745 et seq. and all implementing regulations.

REQUIRED ELEMENTS

Logistical Components

Santa Cruz County Board of Education as Authorizer

To the extent that this charter petition refers to the “County Board” as authorizing body of the Charter School, or otherwise references the authorizer of the Charter School, such language shall be interpreted to reference the Santa Cruz County Board of Education where appropriate.

Term of Charter

The Petitioners request a new charter school pursuant to Education Code Section 47605 for a term of five years from July 1, 2019 through June 30, 2024.

Date of Opening and Students to Be Served

On approval of the charter petition, the Petitioners plan to open Santa Cruz County Cypress Charter High School (Cypress) for instruction by no later than August 1, 2019.

Notification upon Approval

Upon approval of the charter petition, the Petitioners will provide a written notice of the approval to the State Superintendent of Public Instruction and the State Board of Education.

Facilities

Governing Law: *The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. Education Code Section 47605(g).*

Cypress will be located at 2039 Merrill St. in Santa Cruz Cypress Charter High School (Cypress) shall operate its primary administrative offices at 400 Encinal St., Santa Cruz, CA 95060. Cypress will operate at the locations listed below under a single County-District-School (CDS) code as part of a single school with multiple locations. During the term of the initial charter, it is anticipated that Cypress will phase in the opening of locations to ensure a smooth delivery of services to students and to meet the needs of our students.

Cypress will notify districts prior to opening additional sites and will notify adjacent COEs and districts if a resource center will be opened in adjacent counties. All facilities will meet the requirements of the Americans with Disabilities Act and will not present physical barriers that would limit an eligible student's full participation in educational and extracurricular programs. Facilities will be large enough to provide space for inviting and engaging learning labs with space for small group activities, group projects, and work space for individual student/teacher meetings. Facilities will also include access to meeting space for teaching staff to collaborate and conduct instructional business or to hold individual tutoring or meeting sessions with students. Some facilities may also provide space for child care.

ELEMENT A: Educational Program

Governing Law: *A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).*

Governing Law: *A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).*

Governing Law: *A description, the manner in which the charter school will inform parents of high school students about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(b)(5)(A)(ii).*

Cypress Mission Statement

Santa Cruz County Cypress Charter High School’s mission will be to foster a diverse student body through an inclusive community where each individual is seen and valued. Students will utilize critical thinking skills in real-world applications, achieving personal and academic growth through a student-centered learning environment and a college preparatory curriculum. Cypress seeks to graduate self-actualized citizens who utilize creativity, critical-thinking, and a comprehensive worldview, to be engaged and informed members of their communities.

Additionally, Cypress will infuse its program delivery with greatly needed soft skills –such as persistence, perseverance, and growth mindset - which must be co-developed along with academic skills to assure maximum reward for our students. We utilize such practices as trauma-informed care and restorative justice to promote the wellbeing of our students as our top priority.

Cypress will offer an innovative, integrated approach to education –one that helps students, teachers, and the school thrive. Cypress will provide the environments, tools, and techniques that engage and motivate students to complete high school and continue their education at Cabrillo or a 4 year college or university. Cypress will focus on essential areas for student success: California State standards-based curriculum, integrating academics and technology; collaboration among

teachers, support staff, and administrators; and extensive support to keep students engaged beyond graduation to college and career.

Our ongoing mission will be to provide a college preparatory curriculum, with the goal of eventually adding a visual arts CTE pathway, while providing ongoing emotional social support, and targeted independent study options, which are so critical to aid students who are struggling with the intersectionality of mental health issues, LGBTQ+ student issues, poverty, and the needs of English Learners.

To achieve this mission at Cypress, and for each student to reach their fullest potential. We believe:

- Every student must be help to clearly articulated, high expectations for achievement;
- Every student must be supported in meeting these expectation at their individual and optimum rate;
- Learning must be fun, active, challenging and meaningful and allow students to learn in different ways;
- Our school community must collaborate to meet the social, emotional and physical needs of every student; and
- Our teachers must be engaged in a reflective and collaborative environment of ongoing professional development that is focused on student wellness and academic success.

At Cypress we realize there are unique challenges that face the many communities of students enrolled with us, and to that end we consciously create a safe and supportive space for EL students, LGBTQ+ students, students who have learning differences, are neuro-diverse, and students experiencing a variety of mental health issues. We believe in meeting students where they are and honoring their unique identities and expressions of self, while providing rigorous curriculum in a loving, nurturing environment.

Targeted School Population

Cypress will provide educational services for for youth across Santa Cruz County in grades 9-12. A potential Cypress student will be a student who

- wants to pursue readiness for a 4 year college.
- is a first generation college goer
- identifies and explore college and career paths related to Creative and Visual Arts
- desires the benefits of a smaller learning community
- would benefit from social emotional supports while pursuing their goals
- desires a learning community based around Diversity and Inclusion for all students, especially the neurodiverse community, the gender expansive community and LatinX

communities, and students living in poverty.

- is Foster Youth
- wants to identify and explore a multitude of possible college and career paths
- is willing to create short-and long-term goals towards completing education, as well as transition plans that may include attending community college, taking part in job training and internships.

To provide an exceptional Cypress educational program and to support the academic goals of the students enrolled, Cypress program will hire experienced, highly qualified certificated teaching staff with the following qualifications:

- Possess a valid California Multiple/Single Subject Teaching Credential or Designated Subjects Credential
- Possess, or be working towards, a valid California Education Specialist Credential with a Mild/Moderate authorization or equivalent California Special Education Credential (intern eligibility will be considered).

As required by Education Code Section 47605(d)(2)(A)-(B), Cypress is open to all students in the State of California. We serve all families who submit an application for their children in available grades up to our enrollment capacity. Should applications exceed the number of available spaces, a public lottery is held. Cypress High School seeks to work in concert with the Santa Cruz County Office of Education to create a small, academic, supportive school environment for students who have not experienced success in traditional comprehensive schools, including but not limited to students experiencing homelessness, living in poverty, English learners, students of color, students who identify as LGBTQ+, students in need of additional mental health supports as provided by expanded access to counseling services, and a safe, welcoming environment for all students.

Program Overview

Location:	2039 Merrill St., Santa Cruz, CA 95062
Staff:	(1) Administrator, (1) Academic Counselor, (8.16) Teachers, (.5) Special Education Teacher, (.5) Attendance Clerk, (.5) instructional aide and (.75) registrar/accounting support
Targeted School Population:	The SCCOE will be targeting 165 students between the ages 14 and 18 in grades 9-12.
Student Enrollment & Attendance:	140 students will be enrolled in our classroom based program. We anticipate actual attendance of 94% of enrollment.
Program Days & Hours of Operation:	Monday – Friday (8:30-3:30) See Appendix 6 for school calendar
School Calendar:	The calendar will be based on 187 days each school year (180 days of instruction, 4 days of staff development and 3 teacher work days).
Delivery of Instruction:	Cypress will offer students a model of direct instruction in College Preparatory Academic Subjects and an independent study option for some students. Academic teaching partners will work collaboratively to lesson plan, create projects, organize activities, and create assessments.
CTE Instruction:	<i>Design, Visual, and Media Arts</i>
Materials & Curriculum	Cypress will offer a college preparatory, University of California approved a-g curriculum. See Appendix 1 for a list of curriculum, materials, and assessments

Attendance

School year

Cypress' proposed academic calendar is in compliance with the minimum number of annual instructional minutes as outlined in Education Code 47612.5. This requires, at a minimum, 64,800 minutes of instruction for students in 9th-12th grade.

Our proposed calendar for 2019-2020 includes 180 instructional days, 3 teacher work days and 4 staff development days. (Appendix 6).

School Day

The instructional day at Cypress is built to prepare students for college and career options, with the flexibility to dually enroll at Cabrillo College. The school day for begins at 8:30 a.m. and ends at 2:40 p.m. For students who need additional support, both short and long term, we offer a study hall period from 2:45-3:30. This is optional for students earning Cs or better in their classes and required for those earning below a C in any class.

Cypress Charter High School School Proposed Weekly Schedule

A DAYS	Period 1	Break	Period 2	Lunch	Period 3	Break	Period 4	Study Hall
	8:30-9:50	9:50-10:00	10:00-11:20	11:20-11:50	11:50-1:10	1:10-1:20	1:20-2:40	2:45-3:30
Room 1	English 11		English 11		English 9		English 9	Office Hours
Room 2	Math 1		Math 1		Pre-Calculus		Math 3	Math Skills
Room 3	Chemistry		Chemistry		Chemistry		AP Bio	Office Hours
Room 4			Visual Art		Visual Art		Visual Art	AP Art
Room 5	Hon U.S.		U.S. History		World Hist		Hon World	Office Hours
Room B5	Hon Eng 10		English 12		English 12		RSP	Office Hours
Room B2	Span 1		Span 1					
B DAYS	Period 1	Break	Period 2	Lunch	Period 3	Break	Period 4	Study Hall
	8:30-9:50	9:50-10:00	10:00-11:20	11:20-11:50	11:50-1:10	1:10-1:20	1:20-2:40	2:45-3:30
Room 1	AP Eng		Photo		Photo		RSP	Office Hours
Room 2	Math 2		Math 2		Senior Sem		Senior Sem	Office Hours
Room 3			Biology		Biology		Freshman Core	Office Hours
Room 4	Span 3/4		Span 2		Span 2		Span 3/4	Office Hours
Room 5	Geography		Study Hall		Gov/Econ		Gov/Econ	Office Hours
Room B5	RSP		Creative Writ		Creative Writ		Eng 10	ELA Support
Room B2	Psychology		Psychology					

Educated 21st Century Students

An educated person in the 21st century integrates technology with the skills, strategies, attitudes, versatility and discipline to be successful global citizens. An educated person in the 21st century has the ability to focus on achieving personal goals and is prepared and motivated to be a contributing and responsible member of the community, respecting and sustaining their environment.

To be an educated person in the 21st century demands nothing less than global citizenship (*For a synthesis of current research on what learning looks like, what's worth understanding today and tomorrow, and how and where learning thrives, see HGSE's Project Zero Perspectives on Learning.*) Our students are entering a world undergoing technological, cultural, linguistic, climatic, economic, and social disruption. The world students face when they graduate looks dramatically different than our world today, both in terms of challenges and opportunities; the jobs of tomorrow look different than the jobs of today. In addition, the world is

increasingly global and interconnected, requiring interdisciplinary, knowledgeable global citizens who can negotiate questions of justice and morality while grappling with the most complex problems facing our world, including climate change, economic inequities, and international terrorism and conflict. To be prepared for this complex and changing world, students need agency, which we define as both the inclination and the ability to act, to both proactively and reactively engage with their world. In order to achieve the school mission of college and career of choice, an educated person who graduates from Cypress must have:

1. Fundamental competency (knowledge and skills) in all disciplines (English Language Arts, Mathematics, Science, Social Science, Languages other than English, Visual Arts, Physical Fitness, and Academic Electives) and those that are driven by the demands of the future (e.g. Career Tech Education). Disciplinary competency gives students the ability to engage with their world.
2. Mastery of Cypress' College Readiness Skills, giving students the ability to continue and complete their education after graduation.
3. A Community of Learning that creates conditions of safety, collective responsibility for learning, and inclusiveness of all students, giving students the ability to meaningfully engage in their education.
4. Performance character (e.g., presentation, perspective-taking, persistence), relational character (e.g., collaboration, inclusion, problem-solving), and mindsets (e.g., growth, curiosity, interdisciplinary) that gives students both the ability and inclination to be self-motivated, competent, lifelong learners.

Academic Content and Performance Standards

At Cypress we develop the type of literacy, numeracy and thinking skills needed to access, engage and manage complex information and opportunities of the 21st Century. Aligned with the Common Core Standards (CCCS), California State Standards (CSS) and Next Generation Science Standards (NGSS), students will graduate with mastery of the following subject areas:

- **Language Arts** - Students are able to read, write, speak and listen for a variety of purposes to a variety of audiences, and interpret and analyze a variety of texts for different purposes.
- **Mathematics** - Students are able to solve problems using multiple strategies, communicate an understanding of mathematical logic in the problem solving process, and apply mathematical concepts to real world scenarios.
- **History and Social Science** - Students are able to analyze past and present events through multiple perspectives while demonstrating an understanding of how geography, government, economics, and culture shape their own lives and the lives of others.
- **Science** - Students are able to demonstrate an understanding of the core ideas, practices, and crosscutting concepts of science and engineering and demonstrate the process of scientific inquiry through experimentation, data collection and analysis, and problem solving.

- **Visual Arts** - Students demonstrate an understanding of how to interpret and use the visual and performing arts to communicate ideas.
- **Language other than English** - Students are able to communicate effectively in reading, writing, and speaking a language other than English.
- **Academic Electives** - Students demonstrate an understanding and capacity to apply the content and skills fundamental to each academic elective they take.

College and Career Readiness Skills

Cypress puts significant emphasis on teaching skills for students to become college and career ready; not only with the goal of students enrolling in college or applying for jobs, but to succeed in persisting through college and into career. Therefore, we emphasize:

- **College Ready Habits** - Students demonstrate the ability to manage their time, advocate for their learning, seek out mentors, and develop the work habits essential for success in college and the workplace.
- **Fitness/Wellness** - Students demonstrate an appreciation and understanding of fitness/wellness issues along with a capacity to make conscientious decisions around such important matters as nutrition, exercise, and body-image. Additionally, we teach students the skills necessary to seek out support to enhance both their success and their physical and mental wellbeing.
- **Technology** - Students demonstrate the ability to use technology as both a resource and a problem-solving tool in order to maximize the various technological resources available to them as learners, workers, and engaged citizens.

UC/CSU A-G Requirements

Students must demonstrate proficiency in courses that meet A-G subject requirements and criteria:

- **History/social science ("a")** – Two years, including one year of world history, cultures and historical geography and one year of U.S. history, or one-half year of U.S. history and one-half year of American government or civics.
- **English ("b")** – Four years of college preparatory English that integrates reading of classic and modern literature, frequent and regular writing, and practice listening and speaking.
- **Mathematics ("c")** – Three years of college-preparatory mathematics that include or integrate the topics covered in elementary and advanced algebra and two- and three-dimensional geometry.
- **Laboratory science ("d")** – Two years of laboratory science providing fundamental knowledge in at least two of the three disciplines of biology, chemistry and physics.
- **Language other than English ("e")** – Two years of the same language other than English or equivalent to the second level of high school instruction.
- **Visual and Performing arts ("f")** – One year chosen from dance, music, theater or the visual arts.

● **College-preparatory elective (“g”)** – One year chosen from the “a-f” courses beyond those used to satisfy the requirements above, or courses that have been approved solely in the elective area.

At Cypress, students satisfy A-G with the following courses:

(A) History /Social Science	(B) English	(C) Mathematics	(D) Laboratory Science	(E) Language Other than English	(F) Visual and Performing Arts	(G) College Preparatory Electives
<ul style="list-style-type: none"> •World History •Honors World History •U.S. History •Honors U.S. History •A.P. Government •A.P. Microeconomics 	<ul style="list-style-type: none"> •English 9 •English 10 •Honors English 10 •English 11 •English 12 •A.P. Literature •A.P. Language and Composition 	<ul style="list-style-type: none"> •Integrated Math 1 •Integrated Math 2 •Integrated Math 3 •Pre-Calculus 	<ul style="list-style-type: none"> •Biology •Chemistry •A.P. Biology •A.P. Environmental Science 	<ul style="list-style-type: none"> •Spanish 1 •Spanish 2 •Spanish 3 •Spanish 4 	<ul style="list-style-type: none"> •Art 1 •Art 2 •A.P. Art •Digital Photography 	<ul style="list-style-type: none"> •Geography and Global Cultures •Psychology •Philosophy •Creative Writing •Senior Seminar

Cypress Specific Requirements

Cypress students must satisfy a College and Career Readiness requirement (Senior Seminar) in order to earn their diploma. This requirement includes preparing for college entrance exams, completing personal statements and college essays, identifying college entrance requirements, requesting letters of recommendation, applying for financial aid, preparing resumes, practicing job interviews, as well as skills necessary to be an independent adult after high school.

Graduation Requirements

At Cypress High School, students must satisfy A-G requirements and the following additional requirements in order to graduate:

4 Years of English	(40 Credits)
3 years of Mathematics (Algebra/Math 1 required)	(30 credits)
3 years of Social Science (World History, U.S. History and Government/Economics required)	(30 credits)
2 years of Lab Science (Biology required)	(20 credits)
1 year of Visual or Performing Art	(10 credits)
2 years of a Language Other Than English	(20 credits)
Other Electives (May include additional years of math, science, language)	(50 credits)
1 year of Senior Seminar	(10 credits)
2 years of P.E.	(20 credits)
Total number of credits:	230 credits

Instructional Approach

Santa Cruz County Cypress Charter High School provides a personal small school educational program that engages students in a rigorous, relevant, comprehensive core curriculum, with an emphasis on site-based instruction. Supplementing this might include opportunities for community-based learning, job shadowing, service learning, mentorships, project-based learning, occupational training, online study and concurrent enrollment at Cabrillo College. Through the core curriculum, teachers weave curriculum around key California content standards, and all classes meet University of California A-G eligibility requirements. Staff, including an academic counselor, advise students and their parents in terms of academic placement, college readiness, and career preparation. In addition to the academic program, there is a positive school culture that is fostered through school activities that recognize the unique strengths and growth of each student and create a sense of belonging for all members of the community. Activities will range from campus wide art

projects, leadership opportunities, clubs (such as the Queer Straight Alliance, Fashion Club, Ethics Bowl Club, language studies, and student run school newspaper). In addition, to support social emotional wellbeing, students will have access to counseling provided by Encompass Services and social work interns from CSUMB, helping to create partnerships within our community. Students have opportunities to learn and apply leadership skills through organizing school level activities and community service projects. Through participation in the school community, students learn and practice responsible citizenship skills. Parents and family members are active members of the school community, serving on our governance council, site leadership team, parent club, as well as providing the traditional supports for teachers in the classroom.

Description of How Learning Best Occurs:

Learning best occurs when it is designed in the service of diverse learners, learning in many ways for many reasons. We believe in being flexible and responsive to the vast and varying needs of our diverse student population, while building student agency. Staff strives to create and foster a brave space for students to explore and pursue many academic paths. By utilizing smaller class sizes, and a focus social emotional health, Cypress will seek to foster a sense in youth that their goals are within reach. More personalized attention, and focus on measurable growth outcomes unique to each student has a direct impact on student willingness to engage in academic pursuits. Cypress' structure provides many pathway towards academic achievement. While we are uncompromising in our on academic rigor, we are flexible and pragmatic by design to support students. We believe strongly that it is our responsibility to work with students to achieve their goals, rather than teaching or doing for/to them.

- Personalized learning – timely assessment (formative and summative) that informs a student's learning and well as flexibility in the means by which students show us what they know.
- Engaging curriculum – content and instruction that is engaging, current, rigorous, and relevant.
- Accessibility – staff utilizes varying techniques to meet the needs of a diverse community of learners.
- Equity- access to opportunities to all students who may experience obstacles to learning, such as homeless and foster youth, gender expansive, socio-economically disadvantaged and BIPOC.

Professional development and coaching for new teachers focuses on how teachers can best scaffold assignments so that students at all ability levels have access to the curriculum. Cross-curricular lesson planning allows teachers to collaborate on lessons that integrate across subject areas. Patterns of student achievement are discussed with individual students, their families, and teachers. Struggling students are identified early so that they can be provided the support they need to help them attain standards-based curriculum.

Cypress will provide students with opportunities to access curriculum, receive immediate feedback on performance, gain access to interventions, and research and locate resources with technology. Technology will include Chromebooks, internet connectivity, interactive software programs, assessment software, and assistive technology for students with special needs.

Cypress will use content specialists who will collaborate together on the design of the program content, combining the best and most appropriate elements from a myriad of content sources. Cypress may also outsource some of the online development of these courses where designers use interactive and engaging components, such as UC Scout, IXL, Khan Academy, Google Classroom, etc.) Every Cypress pupil will have access to standards-aligned instructional materials that are updated and refined on an ongoing basis.

Cypress classrooms will be equipped with state-of-the-art hardware to meet students' instructional needs. Cypress classes will accommodate individual learning needs through an environment that supports individual learning styles and pacing. Cypress teachers have subject-specific expertise through education and credentialing, as well as ongoing Professional Development regarding growth mindset, restorative communication practices and social emotional well-being in adolescents. Students will feel empowered to take ownership of their learning and learn responsibility for the academic and emotional well being of their classmates.

Framework for Instructional Design:

Since Cypress opened in 2003, we have continually evaluated and refined our instructional strategies to meet the needs of our stakeholders and to respond to the current educational landscape. Through an ongoing process of reflection and self-study by staff, students, and parents, Cypress has continued to modify this design. However, the key features identified by the petitioners remain in the forefront of our instructional design: A personalized learning environment where students are well known by adults in the school, access to a college preparatory curriculum, and small class sizes.

Cypress will operate with a small learning community structure, serving up to 165 students, grades nine through twelve. The implementation of a 45-minute advisory period embedded into the school day (beginning fall 2019) will provide students the opportunity to access academic interventions, seek additional help with class assignments, make up tests, or receive academic or career guidance from staff and participate in academic, technical, and social enrichment opportunities.

Personalized learning for each student includes a rigorous curriculum, community connections, and college coursework. Faculty, staff, and administration nurture learning and student success, and provide support and academic intervention as necessary. Cypress offers a rigorous curriculum, with high expectations for all students and an explicit focus on college preparation. The curriculum

challenges students to use their minds, and to apply learning across different disciplines. High expectations are explicitly applied to all students and reinforced through coursework and academic counseling. Our graduation requirements are in line with the UC A-G minimum requirements for admission. We have developed ample opportunities for students to remediate low grades in order to maintain A-G eligibility status.

All students have the opportunity to earn college credits through articulated courses taught at Cabrillo College, and through Advanced Placement courses taught by Cypress Staff. Our curriculum and academic counseling focus on teaching the skills necessary for all students to engage in the learning process and to succeed in postsecondary education options, including 2 and 4 year colleges.

Students are encouraged to become contributing members of at least one club or team. Cypress participates in the Small Schools Sports League and offers volleyball, soccer and softball. We also have an active Queer Straight Alliance, Ethics Bowl Club and Fashion Club, as well as a student leadership group who plan events and activities for our campus. We maintain a strong connection to Cabrillo College, their faculty and staff, as evidenced through working relationships with The Cabrillo College High School Articulation Committee, and the Santa Cruz County College Commitment (S4C). S4C also provides a relationship with California State Monterey Bay, and University of California, Santa Cruz. In addition, Cypress works closely with CalTeach at UCSC providing internships for preservice teachers in STEM fields as well as student teaching positions for credential candidates from CSU Monterey Bay, UCSC and Western Governors University.

Cypress staff participate in exemplary and ongoing professional development around topics of curriculum development, student equity, effective communication, mindfulness, college-readiness, technology and project-based learning, etc., in partnership with Cabrillo College, S4C, Administrative Tier 2 Credentialing Program, The College Board, The New Teacher Project, The University of California and the California State University System, Silicon Valley Math Institute and the CPM training program, in addition to programs hosted by the Santa Cruz County Office of Education and Santa Clara County Office of Education.

A learning environment that is physically and emotionally safe:

The school's small size creates connections across ages and classrooms, and encourages a strong sense of community within classrooms and throughout the school. Our school-wide discipline plan focuses on student learning and social responsibility as well as early and continued intervention. Students of concern are discussed by staff so that we can work as a team to support those individuals early. SST meetings, modeled on the principles of Restorative Justice are scheduled to rally the team and the family around the student to create a plan and a support network. As a staff, we are moving towards full implementation of Restorative Justice practices and staff members have participated in site specific trainings in Restorative Justice. In addition staff are encouraged to seek professional development opportunities that highlight the social emotional needs of students, and to share best practices. Student stakeholders are routinely involved in the consultation phases of

policy making. A social emotional counselor is on staff (1 FTE) and we utilize additional services from our community partners as needed, including, The Diversity Center Youth Program, Safe Schools Project, Social Work interns from CSUMB, and counselors from Encompass for both small groups and individuals.

Learning requires a community that values and supports all students and staff. Our school climate is characterized by a feeling of safety, security and inclusion. Cypress will offer gender-neutral restroom facilities for all students and will develop policies and procedures as recommended by The Gender Spectrum to address the specific needs of transgender and gender-expansive students. As a benefit of our small school environment, teachers are able to discuss student progress both in academics and in areas outside of school and identify student challenges to success. We craft specific plans of support to address those needs, whether personal or academic.

Formative and Summative Assessments:

Success within the curriculum is defined by students' ability to demonstrate mastery on assessments (including papers, project based learning, and other formative and summative tools). Formative assessments are meaningful, consistent and accurate, using feedback methods that enhance student learning. Course assessments are based on clear rubrics that highlight essential learning targets for each unit. Ongoing classroom assessments are used formatively to guide instruction and identify whether learning has occurred. Authentic assessments, including performance tasks, essays and presentations, allow students to demonstrate mastery of essential skills and application of knowledge.

Cypress uses the Math Skills Inventory to assess student growth data and is used formatively to guide instruction as well as summatively to assess mastery of essential standards. IXL data is used as an Intervention Strategy to give students specific feedback on skill mastery.

Our English Language Arts teachers use formative assessments such as smaller writing activities, implementation of new writing techniques and verbal participation in one on one conversation and/or group discussions. Summative assessments consist of essays that includes all e skills practiced and topics discussed during the formative assessments. While each class uses the same formative and summative assessment models, the topics discussed, the difficulty of the skills, the speed in which the difficulty increases, and the amount of writing differs by grade level and by honors/non-honors distinction.

In Social Science courses formative assessments include short multiple-choice quizzes, think/pair/share activities, individual reading and response questions, and discussion. Formative assessments help to gauge students' grasp of content and development of skills, and re-teach, practice or clarify as needed. Formative assessments also serve to further collective learning and understanding through group discussion and dialogue. Summative assessments--unit tests and semester finals--are all essays, usually document based questions (DBQ's). This format allows for

authentic assessment of both content knowledge and the analysis and critical thinking skills crucial to the discipline. Because of this, these summative assessments also function as formative assessments, allowing for the identification of strengths and weaknesses in individuals and in a class. This then guides future course planning to address areas in need of growth common to the class, or to meet an individual student's unique area of need. Other formative assessments are used on a daily basis, such as warm-up writing prompts or quizzes at the beginning of class and end-of-class exit questions, allowing for student understanding to be assessed, and subsequently addressed, on a day to day basis.

In Visual Arts classes, formative assessments include worksheets, exit tickets, group classwork and daily check ins. Summative assessment include projects assessed with rubrics, peer critiques and group presentations. Generally summative assessments are projects where all the formative curriculum is applied. For example: students completed figure drawing, color theory and perspective worksheets/exercises and created a single painting applying all three skills as a summative assessment.

Formative assessments are used in the science classroom on an ongoing basis. Strategic questioning requires students to answer higher order questions and inform the teacher as to the current understanding of the concept taught. The Do Now is a question on the board that students must answer at the beginning of class that starts the class discussion for the day. Sharing of student responses to the Do Now helps to address misconceptions and guide students through the process of learning critical concepts. Other methods of formative assessment such as, online response games, frequent lab notebook checks and peer presentations allow for more flexibility in the teaching of science. Adjustment to the teaching and learning process occurs in real time in response to Formative Assessment

In Science, summative assessments can take on many forms such as unit tests or lab practical assessments. For example, students in Chemistry during their first semester final exam received two assessments. The first was a traditional multiple choice and short answer test, designed to check for understanding of core concepts and content knowledge presented over the first semester. The second was a lab practical assessment, testing students' ability to apply content knowledge and concepts into a physical lab. The addition of this type of assessment to their final exam was a way to bring two separate knowledge skill sets together (content and application) for a greater picture of student understanding.

Across the curriculum, formative and summative assessments are utilized so students may demonstrate growth in skills that span multiple units and subject areas. Assessments help instructors to see how students reflect on their own learning process, which helps inform our teaching practices and provides insight into how staff might address individual students needs. Additionally, we analyze assessment data to inform students about their individual growth and progress.

Structure of the Learning Environment:

Cypress staff will use the following strategies and teaching methods as a part of the educational program. These approaches have been chosen as the most likely to support higher student achievement, thereby enabling students to realize the objectives specified in the charter and master the academic content standards in core curriculum areas. Instructional Strategies include: socratic seminars, experiential learning, project-based learning, student centered learning, direct instruction, technology-based instruction, cooperative learning, extensive use of labs and inquiry in science and math courses, a focus on primary sources and authentic research documents, and validating sources for research.

In many subject areas, teachers will have the same group of students for more than one year. This enables teachers to form a deeper relationship with students and with families. It also maximizes instructional time in the second year, as teachers know students' strengths and weaknesses and can better prepare lessons and interventions to meet student needs.

A modified A/B block schedule creates opportunities for students to take additional high school-level academic courses, elective courses, or courses at Cabrillo College or participate in work-based learning. Teachers utilize inquiry-based instructional strategies that involve asking students to structure problems, pursue information and investigations, pose and test hypotheses, collect and analyze various kinds of data, and draw inferences and conclusions for themselves. The subject matter addressed is relevant to the students' lives, and may include outside audiences. As appropriate, other instructional strategies are used, including lectures; explanations and demonstrations through which students are asked to acquire concepts, instructions and information; structured note-taking; asking questions and clarifying ideas in a whole class, small group, or one-on-one format; and project-based learning.

All Cypress students enjoy one-to-one access to computers, which are used as learning tools throughout students' coursework. This technology provides Cypress students with access to information for investigation and research, and to multiple media-related tools for expression of their understanding. Technology may also be integrated through instruction that calls for the use of technology as a tool to support academic learning.

Students apply classroom learning to real-world problems, carry out research, analyze and synthesize information, and create written and oral final products and digital portfolios.

Cypress offers Advanced Placement and Honors courses as a part of the regular curriculum taught during the school day, dependent upon student achievement and teacher expertise. All AP courses are College Board certified. All classes, including A.P. and Honors, are UC approved. Present AP courses include: English Language Arts, English Literature, Biology, Art, and Environmental Science. Our Honors course offerings include Honors English 10, Honors World History, and Honors U.S. History. We intend to expand our offering in the 2019-2020 school year to include AP Government and Microeconomics.

Basic Learning Environment:

While the majority of instruction takes place face-to-face with students in courses taught by Cypress teachers, we are constantly developing extensions of the classroom through the use of internet technology (teacher websites, blogs, online assessments and quizzes, appropriate social media, online digital portfolios, etc.). School enrollment is currently capped to provide a small school learning environment which facilitates the development of supportive relationships between teachers, administrators, staff, and individual students.

Curriculum:

Cypress provides a comprehensive, college prep, high school option for students in Santa Cruz County. Our courses utilize similar core academic curriculum as those offered in other Santa Cruz County high schools in the areas of English Language Arts, Social Studies, Mathematics, Science and Language other than English. All core courses are A-G approved and if all graduation requirements are met with a grade of C or better, students are eligible for admission to UCs and CSUs as well as private colleges. For Physical Education, Cypress uses independent study and/or the Small School Sports League to meet state physical education requirements.

In addition, we have developed a robust catalog of supplementary courses, particularly in elective areas, to meet the needs of our students. We offer Psychology, Philosophy, Visual Art,, Creative Writing, Digital Photography and Advanced Spanish classes. Instructors teach six classes per semester, and are encouraged to develop and submit courses for a-g approval to supplement core curriculum.

Plan for Students Who are Academically Low-Achieving:

Cypress offers a variety of means to provide students the extra time and support needed to master the skills and knowledge necessary to meet the rigorous standards set forth by the school. These include differentiated instruction; teacher office hours four days a week; Math and English Language Arts Support classes; teachers embedding interventions during the school day; and academic counseling for students who are falling behind in their academic achievement. Cypress staff and administration research professional development opportunities in differentiated instruction, embedded intervention, scaffolding, and formative assessment. This ensures that all teachers hired are provided professional development in these areas so that they can consistently provide structures and scaffolding to students who are struggling, and modifications for students with disabilities.

Staff meets regularly with academically low-achieving students through academic support classes. Additionally we utilizes COSAs (Circle of Support and Accountability) to address student needs. Included in this process are academic teachers, counselor, administration, parents or educational guardians, and the student. The team creates a uniform, comprehensive plan for the student to address academic, behavioral, or social-emotional challenges. This process can be triggered by parent concerns, teacher observation and student request. Through in-depth discussion of student

successes and areas of growth, students are matched with support services, including supportive interventions that can be implemented by teachers within the classroom, and outside agencies. The team also completes a follow-up with each student who has been assigned to specific interventions or behavior contracts. Individual team members are identified to maintain open communication with each student discuss ongoing interventions, community supports and generally state of wellness. In once a month meetings, staff spends time focusing on school-wide academic, behavioral and social-emotional data (including academic assessment scores, office discipline referral data, and attendance rates) to determine priorities, establish thresholds for different levels of intervention and match resources to needs.

Plan for English Learners:

Some of our students will face an additional challenge of needing to develop language skills due to being English Learners (ELs). Other students upon enrollment and assessment are found to have below grade level academic skills that require remediation and support to access grade level high school curriculum. And other students arrive with exceptional skills and the ability to truly accelerate their learning. The blended learning model will be an integral part of Cypress's program delivery contributing directly to student achievement, as well as narrowing the achievement gap for all students. Access to technology facilitates engagement, communication, interaction, and understanding. The blended learning practice will provide the flexibility to individualize and personalize learning leading to individual gains in math and reading.

Cypress will assess English learners annually using the English Language Proficiency Assessments for California (ELPAC) to evaluate students' ability to listen, speak, read, and write in English. ELPAC results are used to create program placements.

To ensure success in the mainstream E classrooms, Cypress utilizes the following strategies:

1. Provides teachers with information about their students' English Language Development (ELD) levels and information about instructional strategies most appropriate for the different levels.
2. Cypress provides staff development on differentiated instruction for English Learners. English Learners are grouped by ELD level whenever possible for differentiated instruction. Cypress administers the home language survey upon a student's initial enrollment into the Charter School (on enrollment forms).
3. Cypress provides written and oral translations of school documents for parents. We provide opportunities for parents to learn how to support their students at Cypress.

For students needing supplemental English Language Development (ELD), the following supports will be included in the instructional model:

- Cypress will follow the state mandated protocol and procedures for identifying students using CALPADS, the home language survey, and the English Language Proficiency Assessment for California (ELPAC).

- Cypress ELD program will include a full immersion program that includes English Language acquisition and computer assisted programs designed to support English development.
- EL students will be scheduled into the regular high school academic classes as soon as they show evidence of growth in English Language Acquisition, with additional support and services so they may better access the curricula and successfully graduate.
- Cypress will meet all applicable legal requirements for ELs including, but not limited to, annual notification to parents/caregivers; student identification, placement, research-based English Language Development (ELD) and core content instruction; progress monitoring and intervention; teacher qualifications and training; re-classification criteria, and a process to reclassify qualified students to fluent English proficient status; monitoring and evaluating program effectiveness; and, standardized testing requirements.
- Cypress will emphasize continual improvement dedicated to strengthening and expanding integrated and designated ELD strategies, and will ensure that staff will be qualified to serve Long-Term EL students and have the needed supports from the SCCOE Student Services Branch.

Home Language Survey

Cypress shall comply with all applicable state and federal laws related to the education of EL students. Cypress will follow the SCCOE policies and procedures for the provision of services to ELs including identification and assessment upon initial enrollment. The Home Language Survey will be administered to determine each student's primary language. Any student identified as having a primary language other than English, as determined by the Home Language Survey, and who has not been previously identified as an English Learner by a California public school, or for whom there is no record of results from the administration of an English language proficiency test, shall be assessed for English proficiency using the ELPAC.

Assessments

All students who indicate that their home language is other than English, will be administered the ELPAC test within 30 days of initial enrollment, if they are entering a California public school for the first time for the school year, have no record of results, or have never taken an ELPAC test for another reason. They will be tested at least annually to measure their language growth thereafter between July 1 and October 31 of each year until reclassified as fluent English proficient. EL students will also participate in other state mandated tests as required.

Reclassification Procedures

Reclassification procedures will utilize multiple criteria in determining whether to reclassify a pupil as proficient in English, including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to ELPAC. The minimum expectations are Level 4 or 5 on ELPAC with no individual language domains less than a Level 3.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental/caregiver opinion and consultation, if applicable, achieved through notice to parents/caregivers of the language reclassification and placement process and encouragement of the participation of parents/caregivers in the school's reclassification procedure.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance levels and basic skills (based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English).

Cypress will notify parents/caregivers, if applicable, of the school's responsibility for ELPAC testing under the ESSA for annual English proficiency testing. CELPAC results will be given to parents/caregivers, if applicable, within 30 days of receiving results.

Outcomes

The goals of Cypress EL Program are to provide students:

- Development of proficiency in English and in the county adopted core curriculum.
- Ability to overcome language barriers and recoup any academic deficits.
- Ability to demonstrate English Language proficiency comparable to the average SCCOE student of the same age or grade level whose primary language is English.
- Equitable access to curriculum and instructional materials provided for all students. Using the curriculum, these students will make progress that will be equivalent to their peers, experience success, and sustain adequate psychosocial adjustment.
- To have students function successfully in the English language, the needs of English Learners will be met through:

- o Progress monitoring and assessment of growth in attaining English proficiency and reclassification.
- o Access to highly-qualified academic teachers authorized to teach ELs, including integrated and designated ELD.
- o Implementation of the California ELD Standards.
- o Content teachers engaging students in structured academic talk; systematic, explicit, intensive, differentiated reading instruction; and development of literacy skills along with oral proficiency and literacy in English.
- o Teacher use of scaffolding content and structured, collaborative activities throughout instruction.
- o Staff collaboration regarding best practices in working with EL students.
- o Primary language support provided by teachers, as feasible.
- o Use of nonverbal cues, using graphic organizers, hands-on learning, and cooperative/peer tutoring.
- o Use of cooperative learning, study buddies, project-based learning, and one-to-one student/teacher interactions.
- o Use of higher order thinking questions, modeling thinking language by think- a-louds, explicit teaching, test and study skills, and high expectations.
- o Total Physical Response (TPR).
- o Language Experience (Dictated Stories).
- o Scaffolding and activating prior knowledge.
- o Use of realia and manipulatives.
- o Project Based Instruction

In addition, if Cypress enrolls more than 20 EL students, an English Learner Advisory Committee (ELAC) will be formed, comprised of parents, staff, and community members specifically designated to advise school officials on EL program services.

Plan for Students who are Academically High-Achieving:

Cypress will provide each student identified as high-achieving with a learning environment conducive to developing and expanding their individual areas of giftedness. Cypress recognizes a high achieving/gifted student as one who has superior intellectual development and is capable of high performance and accelerated learning.

Students are able to take A.P., Honors, and College Level courses at Cabrillo College to meet graduation requirements. Students are offered autonomy in choosing project foci, essay topics, and are offered more challenging coursework as appropriate. Students are given credit for independent projects that show their unique and individual skills and worldviews.

If a student enrolls with an IEP indicating that he/she was previously identified as “gifted / talented” under IDEA, then an IEP meeting will be held to determine FAPE (Free Appropriate Public Education). Placement may be appropriate at Cypress, and goals, objectives, supports and services will be determined by the IEP Team.

Cypress will provide appropriate challenging coursework for all students along with opportunities to accelerate in order to maximize each student’s potential through a variety of options, including but not limited to: modifications of content, processes, or products through a differentiated curriculum, curriculum compacting, acceleration, and/or enrichment.

Cypress’s flexible learning environment will be designed to challenge and nurture gifted learners. Independent projects, enrichment activities, learning styles, mentors, and leveling assignments are just a few of the strategies that will be used to address the needs of all. Coursework will be adapted to meet individual gifted student needs. These adaptations may include adding depth, breadth, complexity, or abstractness to the course curriculum and/or adjusting the pace with which material will be presented.

Meeting the Needs of Special Education Students**Plan for Special Education Students:**

Cypress Charter High School believes that all students, including those with disabilities, have the right to participate in free appropriate public education pursuant to Education Code Section 56000. Cypress provides special educational instruction and services for qualifying students to ensure them the right to an appropriate educational opportunity to meet their unique needs. Cypress adheres to all laws affecting individuals with disabilities, including all provisions of the Americans with Disabilities Act, the Individuals with Disabilities in Education Act of 2004 (IDEA) and its amendments, Section 504 of the Rehabilitation Act, and Office for Civil Rights mandates. All students have equal access to the school, regardless of their disabilities, and Cypress does not discriminate against any student based on his or her disabilities in accordance with the requirement to provide Free Appropriate Public Education (FAPE). Pursuant to the federal requirement of Least Restrictive Environment (LRE), all students with exceptional needs are educated within the general education program unless, due to the nature or severity of the disability, proper education cannot be achieved satisfactorily even with the use of supplementary aids and services. Cypress is, and intends to

remain, a public school within the Santa Cruz County Office of Education and the Santa Cruz County SELPA for purposes of providing special education services to its students in accordance with Education Code Section 47641 (b). Cypress operates under and will work with the COE to offer special education services, including referral, assessment, instruction, and due process

In addition, Cypress utilizes a Student Study Team (SST) process to foster collaboration between the school and the home to facilitate maximum student success. Cypress is solely responsible for its compliance with Section 504. It is the responsibility of the SST/504 Team to determine an appropriate Section 504 Plan for disabled students. All facilities of the School are accessible for all students with disabilities in accordance with the Americans with Disabilities Act (ADA). Any issues with ADA compliance are mutually addressed by the charter and the County Office of Education. It is the intent of Cypress to provide a free appropriate public education for all students with disabilities in the least restrictive environment. To do this, Cypress facilitates provisions of special education services to students with disabilities in general education classrooms consistent with the individual education plans (IEPs) of the students. The resource specialist, along with County itinerant special education staff (such as speech therapists and school psychologists), assist students and teachers with intervention strategies and are the case managers for implementing IEPs. The resource specialists incorporate student IEP goals into the learning expectations to ensure all students benefit from the educational program at Cypress. Additionally, we contract with outside agencies to provide counseling and Occupational Therapy, as dictated by IEPs.

Upon enrollment, Cypress will provide all IEP services that are agreed upon in an existing IEP, and those services are provided either through special education, certified employees, or approved contracted services. Examples of services that are provided include speech & language services, counseling services, vision and hearing screenings, and instructional support. Students will be provided with accommodations and/or modifications based on their IEP in the high school curriculum, alternative standards-based curriculum, remediation/supplemental materials, as well as various school settings. Cypress will have paper-based and computer-assisted curriculum that meets the needs of students who are not able to access the standard curriculum. Peer tutors, assistive technologies, and strength-based instructional planning/delivery are other examples of supports and services that may be used to meet the individual needs of students with disabilities.

Cypress has consulted with, and will work in cooperation with, the SCCOE, local educational agencies (LEAs) and the North County Special Education Local Plan Area (SELPA), to ensure that a Free and Appropriate Public Education (FAPE) will be provided to all students with exceptional needs. Cypress will align practices and procedures with SCCOE's Special Education Program Policy Guide to support the same goal: maintain a high quality program delivery model that is fiscally sound and follows a fiscal allocation plan.

Agreements will be negotiated to determine allocations of actual and excess costs, as well as Cypress's responsibilities regarding any encroachment on general funds. The anticipated needs and costs associated with special education were based on a review of expenditures and programs

similar in design to Cypress rather than comparisons to more traditional schools. Anticipated special education expenditures are based upon implementations of similar schools. Cypress is fiscally responsible for fair share of any encroachment on general funds

Cypress will adopt SCCOE's special education policies as a guide in providing a continuum of specialized support and services while maintaining full compliance with district, state, and federal mandates and regulations. Cypress administrative and instructional Special Education staff welcomes any opportunity to collaborate, grow professionally, learn from each other, and share best practices.

Cypress hopes to function as a dependent charter of the SCCOE local educational agency that granted the charter for purposes of providing special education and related services pursuant to Education Code Section 47641(b).

SELPA Membership

Pursuant to legal provisions of both federal and state law, eligible students enrolled in charter schools are entitled to special education services provided in the same manner as such services are provided in other public schools and charter schools within the SELPA. It will be understood that Cypress shall not discriminate against any pupil in its admission criteria on the basis of disability.

Cypress will be considered a school of the Santa Cruz County Office of Education, (SCCOE) for the purposes of special education and form part of the North Santa Cruz County SELPA.

See Appendix 2 for North Santa Cruz County SELPA Handbook Chapter 15.1 on Charter Schools

Cypress Responsibilities

Cypress will deliver the required and appropriate special education services to enrolled students unless other agreements have been reached between the SCCOE or Santa Cruz County SELPA regional providers.

Services shall include:

- Child Find
- Initial, annual, and triennial evaluations
- Individual Education Plan (IEP) development
- Utilization of the county's comprehensive services to provide appropriate education services to all enrolled students

- Submission of all required reporting, filings, etc. to fully comply with the Santa Cruz County SELPA and California Department of Education (CDE) requirements.

Provisions for and Compliance of Special Education Services Referral

Cypress students, teachers, key school personnel, or other interested persons systematically review and make recommendations about student performance related to:

- Academic progress
- Social/Emotional development
- Physical limitations
- Behavioral history

Students shall be referred for special education assessment only when their individual needs interfere with school performance and cannot be met through modifications within the general education/independent study setting, (federal mandates require general education resources and services be exhausted before Cypress refers a student for special education testing) or if requested by a parent of a student under 18, or an adult student. Objective and complete data will be collected during an initial referral to ensure appropriate recommendations for students are made (i.e., work samples, cumulative record review, CA test scores and health history). A follow-up date will be scheduled to review the progress of the proposed strategies. If sufficient progress is noted at the follow-up meeting, more restrictive interventions will not be warranted. If progress is not noted, a Student Study Team (SST) may refer the student to a second tier where more intensive research-based curricular strategies are implemented or may refer the student for special education assessments.

A formal request from a parent or adult student to assess a student for special education supersedes the SST process and Cypress staff will comply with all timelines and procedures for developing an assessment plan or sending Prior Written Notice if an assessment is deemed not appropriate.

Special Education Programs and Services

Upon enrollment of a student with an IEP, a representative from Cypress staff will meet with the student (and parent/caregiver, if applicable) to review the student's current IEP, review transcripts and discuss course assignment. Special education English Learners' IEP goals will reflect the individual student's linguistic objectives. The needs of special education students will be met through:

- Progress monitoring through assessment of progress in meeting student's IEP goals
- Placement in appropriate courses with highly qualified teachers credentialed to instruct students with special needs.
- Assignment to core classes and intervention courses for reading and/or math based on the student's needs.
- Special modifications and/or accommodations of curriculum or instruction, as specified in the student's IEP, to enable successful participation in the core curriculum.
- Additional instructional time, as specified in the IEP, to provide students sufficient instruction and practice in order for them to master grade-level standards, if applicable.
- Differentiated instruction by content teachers to engage students in structured reading instruction, development of literacy and math skills, and use of accommodations and/or modifications.
- Collaboration between Cypress, the SCCOE and the Santa Cruz County SELPA to provide appropriate special education services.

Interim Placement and Individual Education Plan (IEP) Development

Cypress will adhere to the legal mandates outlined in the Individuals with Disabilities Education Improvement Act (IDEIA) in implementing regulations. When a student with an active IEP enrolls in Cypress he/she will be provided an interim special education placement and a new IEP will be written on the corresponding Santa Cruz County SELPA forms within 30 days. After the interim placement, staff, parent/caregiver, and the student may revise the IEP with appropriate goals and access to services at Cypress program or to consider alternate placement options, if the student's needs cannot be met at Cypress.

The IEP team will be comprised of the student, (parent/caregiver and/or their requested representative[s], if applicable), a general education teacher, special education personnel who will be working with the student, and an administrative representative. Based upon areas of need, the goals, objectives, and frequency/duration of services are designed to maximize educational benefits for the student. Annual goals and short-term objectives are developed based upon California grade level standards and frameworks. Progress will be periodically monitored and written documentation of progress toward meeting annual goals will be provided to the student (and/or parents/caregivers, if applicable), as frequently as their general education counterparts (but no less than three times per year).

Initial and Triennial Assessments

When students are referred for an initial evaluation to determine if they meet eligibility requirements to receive special education, Cypress will generate a referral for special education; monitor all legal timelines; develop an assessment plan offering testing in all areas of suspected areas of need/disability; coordinate qualified personnel to provide the required testing; generate IEP meeting notices; develop and facilitate the IEP meeting; and, distribute copies of the IEP to appropriate personnel. Although not legally required, Cypress staff will attempt to distribute written assessment reports to the student (parent/caregiver, if applicable) prior to the IEP meeting. In the event this will not be feasible, Cypress will ensure copies of the reports are available at the meeting. Cypress will utilize the Santa Cruz County web-based SELPA Information Record and Analysis Support (SIRAS) system to complete all IEPs and report CASEMIS information.

At least once every three years, a student will be reassessed to determine his/her continued eligibility to receive special education services. Following any initial or triennial assessment, if a student has a documented learning or related disability but does not meet other eligibility requirements for special education, a Section 504 Accommodation Plan will be offered, and if accepted, developed at the meeting.

Identification of Bilingual Special Education Students

Before a student whose native language is not English will be referred for special education, their level of English proficiency will be determined to ensure their lack of acquisition of language skills is not the reason for lower academic performance. Every attempt will be made to have personnel fluent in the student's native language and familiar with their native culture participate during the SST process and during the referral process for determining the eligibility for special education. As required, before students are identified as disabled, they will be tested in their native language. Cypress will evaluate a student in his or her native language before they can identify that student as having a disability and provide special education services. In addition, parents will be offered evaluation plans and IEPs in their native language before giving informed consent. The only exception is in the case where the home uses an alternative language, but the student is evaluated to be proficient in English.

The Limited English Proficiency/Fluent English Proficiency status of a student will be used to determine the language that the student will be assessed in when a formal referral to special education will be made. This will be documented on the assessment plan. Bilingual personnel will translate during IEP meetings and are available to transcribe all written documents (assessment reports, IEP forms, Parent Rights and Procedural Safeguards, etc.) when requested. All goals and objectives for bilingual students will be linguistically appropriate and are developed so that the student's language acquisition needs are taken into account. Special education personnel who assess and deliver services outlined on the student's IEP will have Cross-cultural, Language, and Academic Development (CLAD) certification authorizing them to provide instruction to English learners.

Dispute Resolution & Complaint Procedures

Cypress's policy will be to comply with applicable federal and state laws and regulations. Pursuant to this policy, there will be a Board-adopted complaint policy and procedure to provide a uniform system of complaint processing for the following types of complaints:

1. Complaints of discrimination against any protected group including actual or perceived, including discrimination on the basis of age, sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and
2. Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: special education, Title II, Section 504 of the Rehabilitation Act, consolidated categorical aid, , career technical and technical education training programs, childcare and development programs, and child nutrition program.

Students (parents/caregivers, if applicable) also have the right to file a complaint with the county and/or the California State Department of Education.

Please see Appendix E for the SCCOE Uniform Complaint Procedure

Transferability of Courses and College Entrance Requirements

Cypress will seek accreditation from the WASC (Western Association of Schools and Colleges). This accreditation will secure and reinforce our mission of supporting all High School students in earning credits that fulfill the University of California/California State University (UC/CSU) system A-G requirements during their 9th through 12th grade years. Academic courses will be submitted and reviewed by the UC Office of the President for approval and in turn, all students at Cypress will have the opportunity to earn credits that fulfill the University of California/California State University (UC/CSU) system A-G requirements. All required coursework are offered at Cypress or through approved institutions such as local community colleges or UC Santa Cruz. By virtue of our graduation requirements all students will fulfill or exceed the UC/CSU system A-G requirements, over the course of their four years at our school. Parents will be notified of the courses we offer and the graduation requirements we prescribe in the Cypress handbook given to parents and students upon enrollment to the school. This handbook also publicizes the transferability of credits between Cypress High School and other public high schools.

Career and College Pathway Efforts

Cypress will partner with other entities, especially the Career Technical Education Program (CTEP) to provide options and pathways for students to meet career related goals.

New Staff Orientation, Training and Support

New staff members will be encouraged to job shadow in their particular area and visit other sites to observe and learn from more veteran teachers and staff.

Professional Development Plan

Cypress educators will participate in meaningful staff development opportunities geared towards content mastery in individual subject areas, assessment strategies and differentiated learning. In addition, staff will participate in professional development geared towards the unique needs of our population of students including Trauma Informed Care, Restorative Justice and social emotional development. The Cypress leadership team believes that knowledge of the impact of chronic and severe traumatic stress on children is a key component to a comprehensive professional development plan that prepares educators to engage and empower our student population.

Motivating Reluctant/Resistant Learners

The impact of chronic and severe traumatic stress upon the Cypress student population will also necessitate that our staff undertake additional and targeted professional development to counteract its dire effects. Best practices for how to work and incorporate Reluctant/Resistant Learners into our program will also be identified and adopted into Cypress's teaching delivery. For students to feel a sense of ownership in their own learning, they need to be a part of the process at its inception. When students are respected as life-long learners and can suggest the criteria for assessment, they become thoughtful and responsible. This will be a step that increases their motivation and challenges their interest, and makes them responsible for the work they produce. A Reluctant/Resistant student usually develops these inherent feelings of exclusion after a lifetime of having been excluded from school, family, community or any number of affirming social circles. Cypress will establish a teaching style that:

- Increases students' ownership in the classroom so that they are intrinsically motivated.
- Provides and designs strategies that inspire higher level thinking skills that excite and motivate our students to read, write, speak, listen attentively, and perform.
- Utilizes coaching strategies with students to increase the quality of student work.

Mindset

The concept of developing Mindset is a simple idea discovered by world-renowned Stanford University psychologist Carol Dweck in decades of research on achievement and success. Cypress staff will be trained to identify and develop this simple idea in our students and will learn that it makes all the difference.

In a **fixed mindset**, people believe their basic qualities, like their intelligence or talent, are simply fixed traits. Translated into our student populations, Cypress students may see themselves only as dropouts because they have been measured and reinforced as being dropouts all their life. Instead of attempting to develop their intelligence, their mindset, they may believe that talent alone creates success without academic effort. Successful participation in Cypress program will prove them wrong.

In a **growth mindset**, people believe that their most basic abilities can be developed through dedication and hard work; brains, and talent are just the starting point. This view creates a love of learning and a resilience that is essential for great accomplishment. Studies into the profiles of individuals who develop their mindset, suggest that virtually all great people have had these qualities. Teaching a growth mindset creates motivation and productivity in the worlds of business, education, and sports. It enhances relationships. Our Cypress staff will be trained to develop their own growth mindset and encourage students that they teach to develop their own as well.

Description of how Curriculum Aligns to Student Performance Standards

The standards-based curriculum is designed to prepare students for fulfilling lives in the global economy of the 21st century with strong emphasis on real life skills that can be transferred to the world of work and/or higher education. Through the creation of student, school, business, and community partnerships focused on a highly relevant and research-based curriculum model applied to real-world situations, Cypress will prepare students to be lifelong learners who are well-prepared to be contributing members of society.

Because Cypress' core academic curriculum will focus on intellectual development, it will prepare students to increase proficiency in literacy and numeracy utilizing an instructional program that will be aligned to the California State Standards (CSS), the Next Generation Science Standards (NGSS), and the CTE Standards. The instructional plan will be theme-centered, integrated, interdisciplinary, problem-focused, and project-based, all of which will ensure our students will be college and career ready.

The curriculum content of the core subject areas (English Language Arts, mathematics, science, and social studies) will be aligned with the CSS, NGSS, and State Content Standards for History-Social Science. Students of Cypress will demonstrate the following competencies upon graduation:

English/Language Arts

With the implementation of the Common Core aligned Character Based Literacy curriculum, students will demonstrate strong reading skills in informational and literary text, writing from sources, listening, speaking, research and presentation skills in multiple forms of expression (e.g., written, oral, multimedia), with communication skills appropriate to the setting and audience. Through regular practice with complex texts and its academic vocabulary, students will build knowledge from, comprehend, and critically interpret multiple forms of informational and literary text, including complex technical directions much like they will be required to do with the annual California Assessment of Student Performance and Progress (CAASPP) assessment.

Mathematics

Students will develop abilities to reason logically, think critically, and persevere in problem solving situations to understand and apply mathematical processes and concepts from the CSS for math: number and quantities, algebra, functions, modeling, geometry and statistics & probability. Data will be measured in a variety of formative assessment ways, as well as data being tracked through the MDTI assessment, CAASP, and PSAT data.

Science

Students will successfully utilize scientific research and inquiry methods to understand and apply

the major concepts of various strands of science, which include science as inquiry, physical science, life science, earth science, space science, and science of the environment. Students will research scientific current events pertinent to their studies and creatively present their learning so that peers may learn and apply those skills and knowledge. Students will investigate real world issues and complete hands-on and virtual labs to address learning and inquiry as well as reflect on and summarize their learning. The integration of the three NGSS dimensions of practices, crosscutting concepts, and core ideas will provide students with a context for the content of science, how science knowledge is acquired and understood, and how the sciences are connected through concepts.

History/Social Studies

Students will understand and apply civic, historical, economic, and geographical knowledge in order to serve as participating citizens in today's world of diverse cultures in both workplace and educational settings. Students will utilize key skills such as reading comprehension, critical thinking, problem solving, analyzing and applying knowledge, and using technology effectively. Students will learn historical concepts through domain-specific informational texts. Students will be expected to learn through the texts rather than simply referring to them. Students will also build their academic vocabulary while accessing complex texts. Real-world projects will allow students to apply this knowledge to their own lives in the 21st century.

Assignments will be aligned to the state standards, so students and teachers can track the mastery of any particular standard in any content area assignment. Students will leave Cypress with a solid academic knowledge base in literacy and presentation skills, as well as marketable career and technical skills, increased academic confidence, and a high school diploma.

Career Technical Education Pathway Options in Design and Media Arts for Students

In our growing technological economy, there is a strong and continuous demand for employees in the Arts, Media, and Entertainment sector--from marketing to video and web design careers. Cypress Charter will offer the Design and Media Arts Career Technical Education pathway for enrolled students. Students who participate in this pathway will receive technology certifications such as Adobe Certified Associate (<https://edex.adobe.com/aca/>) or Expert in addition to UC/CSU A-G high school credit and possible options for college credit. There will be additional CTE courses and pathways offered to students as the school expands.

The first two years of the Design and Media Arts Career Technical Education pathway program will begin with theory around philosophical areas in Digital Media Arts, focus on concrete media arts skill development, and end with career implications and a final project (i.e. resumes, proposals, marketing examples, digital portfolios) that can be later used for employment opportunities. The last two years, students will engage in portfolio construction and work-based apprenticeships.

Students will become proficient in relevant, industry tools such as Adobe Illustrator, In-Design, Photoshop, and Premier.

All units will align to the California Career Technical Education Model Curriculum Standards for Arts, Media, and Entertainment, California Common Core State Standards in ELA and Math as well as the Next Generation Science Standards and the History-Social Science Framework. See the table below for a draft Year 1 and 2 scope and sequence.

Year 1	Quarter 1-2	Quarter 3-4
Courses	<p>Technology Skills in the 21st Century The student uses emerging technologies to exchange and gather information and resources. The student is expected to:</p> <ul style="list-style-type: none"> (A) collaborate using various electronic technologies such as email, blogs, chat rooms, discussion threads, social media, podcasting, and wikis (B) demonstrate appropriate search strategies for finding resources or assets on the Internet (C) discuss recent digital media technologies (D) evaluate and select appropriate software for the development of projects <p>Principles and Elements of Design The student analyzes and applies design and layout principles in digital media. The student is expected to:</p> <ul style="list-style-type: none"> (A) compare and contrast printed and digital communications products that demonstrate appropriate and inappropriate use of design and layout principles (B) identify and apply perspective such as backgrounds, light, shades, shadows, and scale to capture a focal point and create depth 	<p>Digital Imaging The student designs and creates digital graphics. The student is expected to:</p> <ul style="list-style-type: none"> (A) compare and contrast the characteristics of raster-based bitmap graphics and vector-based graphics (B) create and modify digital graphics using appropriate vector-based and raster-based software following standard design principles (C) export and set graphics to be used in both print and digital formats (D) demonstrate knowledge of graphic resolution, file size, file formats, and file management (E) determine the type of data stored in a file based on its file extension and select appropriate software to modify, create, and view the file (F) differentiate between the color mode selections in determining product output <p>Career Exploration First, the student demonstrates professional standards/employability skills as required by business and industry. The student is expected to:</p> <ul style="list-style-type: none"> (A) identify and demonstrate work behaviors and qualities that enhance employability and job advancement such as regular attendance,

	<p>(C) identify and apply principles of proportion, balance, variety, emphasis, harmony, symmetry, unity, and repetition in type, color, size, line thickness, shape, and space</p> <p>(D) identify and apply three-dimensional effects such as foreground, middle distance, and background images</p> <p>(E) identify and apply concepts of typography</p> <p>(F) identify and apply color theory</p> <p>(G) create and improve digital products by applying the appropriate design and layout principles</p>	<p>attention to proper attire, maintenance of a clean and safe work environment, pride in work, flexibility, and initiative</p> <p>(B) employ effective verbal and nonverbal communication skills</p> <p>(C) employ effective reading and writing skills</p> <p>(D) solve problems and think critically</p> <p>(E) demonstrate leadership skills and function effectively as a team member</p> <p>(F) demonstrate an understanding of legal and ethical responsibilities in relation to the field of information technology</p> <p>(G) demonstrate planning and time-management skills such as storyboarding and project management, including initiating, planning, executing, monitoring and controlling, and closing a project</p> <p>Secondly, the student identifies employment opportunities in the IT field with a focus in the area of digital media. The student is expected to:</p> <p>(A) identify job opportunities and accompanying job duties and tasks</p> <p>(B) research careers of personal interest along with the education, job skills, and experience required to achieve personal career goals</p> <p>(C) demonstrate an understanding of the functions of resumes and portfolios</p> <p>(D) begin to create a digital portfolio</p>
Year 2	Quarter 1-2	Quarter 3-4
	<p>Copyright Ethics and Legal issues in Digital Media</p> <p>The student will engage in opportunities to develop skills in ethical procedures in digital</p>	<p>Software Technical Skills – Digital Audio</p> <p>The student demonstrates appropriate use of video equipment and techniques. The student is expected to:</p>

<p>media. Students will participate in group activities to enhance intellectual property law, copyright, trademarks, patents and violation of these laws.</p> <p>The student complies with standard practices and behaviors that meet legal and ethical responsibilities. The student is expected to:</p> <p>(A) explain and demonstrate ethical use of technology and online resources</p> <p>(B) compare and contrast fair use, open source, and creative commons</p> <p>(C) adhere to intellectual property laws and regulations</p> <p>(D) differentiate between copyright and trademarks</p> <p>(E) explain the concept of intellectual property laws, including copyright, trademarks, and patents and consequences of violating each type of law</p> <p>(F) define and identify unethical practices such as hacking, online piracy, and data vandalism</p> <p>Software Technical Skills – Digital Photography</p> <p>The student demonstrates appropriate use of digital photography equipment and techniques. The student is expected to:</p> <p>(A) demonstrate proper use of safety procedures while using digital photography equipment</p> <p>(B) capture still shot images using digital photography equipment incorporating various photo composition techniques such as lighting, perspective, candid versus posed, rule of thirds, and level of horizon</p> <p>(C) transfer still shot images from equipment to the computer</p>	<p>(A) demonstrate proper use of safety procedures while using digital video equipment</p> <p>(B) demonstrate proper use of terminology in relation to video technology</p> <p>(C) demonstrate proper ethics in the use of digital video photography equipment to capture video images</p> <p>(D) transfer video images from equipment to the computer</p> <p>(E) apply videographic enhancement and editing techniques such as panning, transitioning, zooming, content editing, and synchronizing audio and video using appropriate digital manipulation software</p> <p>(F) export video files in digital formats to be used in various delivery systems such as podcasts, downloadable media, social media, and streaming video</p> <p>Project Management and Image</p> <p>The student demonstrates appropriate project management in the creation of digital media projects. The student is expected to:</p> <p>(A) explore ways to market one's skill sets</p> <p>(B) begin to explore resume development</p> <p>(C) continue learning how to develop an effective and comprehensive portfolio for career placement</p> <p>(D) initiate a project, including identifying the purpose, audience, and audience needs for design plans</p> <p>(E) develop a plan for a media project such as a storyboard and stage development and identify equipment and resources;</p> <p>(F) execute and monitor and control a project along its timeline and make suggested revisions until completion of the project</p>
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	(D) demonstrate photographic enhancement techniques such as feathering, layering, masking, and color enhancement using appropriate photo editing software	(G) close a project, including identifying lessons learned
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Benefits

There are many benefits to offering a CTEP program in *Arts, Media, and Entertainment* at Cypress Charter School. One of them is that the school is centrally located in mid-county. Their location in Live Oak will provide a good opportunity for all Santa Cruz County high school students to access the programs. If the CTE consortium is successful in developing a transportation system to move students from one part of the county to another, Cypress could present itself as an ideal location for an *Arts, Media, and Entertainment* magnet pathway school.

Another benefit of creating an *Arts, Media, and Entertainment* pathway at Cypress Charter School are the unique course offerings. *Graphic Design, Video Production, Digital Photography, Web Design, and Stage Craft* are all courses that could be offered within this industry sector. All of these courses will help to market the school, CTEP, the Santa Cruz County Office of Education, Cabrillo College, and any county collaborative CTE effort. This particular subject area provides many opportunities for cross disciplinary interaction. Students will enhance learning by combining academic knowledge with technical skill development and enhancing a connection to the community.

Many of the *Arts, Media, and Entertainment* pathway courses prepare students for varying post-secondary college and career opportunities. Four of the five courses listed above are UC/CSU (a-g) approved as a Fine Art requirement. Three of the five courses listed above have an articulation agreement with Cabrillo College. This agreement allows students to earn college credit while they are still in high school. All courses culminate in a CTEP course certificate and many students can earn industry recognized certificates as well.

Resources

<https://www.cde.ca.gov/ci/ct/sf/documents/artsmedia.pdf>

http://www.atas.k12.ca.us/ausd/ahs/pdfs/CTE_pathways/%20artsmedia.pdf

<https://www.occareercafe.com/explore/arts-media-and-entertainment/>

http://www.atas.k12.ca.us/ausd/ahs/pdfs/CTE_pathways/pathway_flyers/Pathway-Options-DVM_arts_2018.pdf

Local Control and Accountability Plan (LCAP)

The following annual goals and annual actions will be implemented and be further detailed in Cypress's 2017-18 Local Control and Accountability Plan (LCAP), to be submitted annually, and may be revised and/or reorganized therein. Cypress recognizes that the majority of our students will likely be socio-economically disadvantaged, and annual goals and actions will be developed to address the needs of this subgroup. The annual goals and actions below (and future LCAPs to be developed) shall reflect laws and regulations as applicable to charter schools, which have added flexibility in several of the state priority areas.

Cypress Charter High School identified two main goals on this year's LCAP, those goals align with our vision and mission statements, as well as address State Priorities as outlined in our LCAP. Those goals are, Increased Social and Emotional Wellness for all Students, and Increased College and Career Readiness for all Students. For each goal, we have outlined measurable outcomes, and (in italics) some of the ways we will use data to measure the success of those outcomes.

LCAP Goal #1 Increased Social and Emotional Wellness

1. Students will learn to set personal and collective goals and to work collaboratively towards self and group wellness. *Measure: Positive attendance, higher passage rates in core classes, CHKS Survey, low drop-out rate.*
2. Students will be involved citizens who value community, show respect for the rights of others, and demonstrate advocacy for themselves and others. *Measure: Attendance at support groups, positive attendance, low drop-out rate, fewer suspensions for drug and alcohol abuse.*
3. Students will attend school regularly. *Measure: Positive attendance, low dropout rate, higher rate of a-g compliance, higher passage rates for core classes, SBAC scores, California Healthy Kids Survey*
4. Passage rates for core classes will continue to rise. *Measure: higher passage rates of core classes, higher a-g completion.*
5. Student will refrain from using drugs and alcohol before, during and after school. *Measure: Positive Attendance, higher passage rates in core classes, SBAC, higher rates of a-g completion, attendance in support groups, increased participation in extracurricular activities.*
6. Students will complete graduation/college entrance requirements on time. *Measure: PSAT scores, SBAC, higher rates of a-g compliance, higher passage rate in core classes.*

LCAP Goal #2 College and Career Readiness

7. Students will be able to articulate, both verbally and written, a post-secondary plan, and knowledge of graduation and college-entrance requirements. *Measure: Increased completion of a-g requirements, increased passage of core classes, enrollment in post-secondary programs*

8. Students will leave high school with a diploma and the skills to transition directly to further education and/or a work setting. *Measure: Increased completion of a-g requirements, increased passage of core classes, SBAC, PSAT*
9. Students will be effective communicators in a variety of formats including spoken, written, technology based and artistic forms of expression. *Measure: Increased completion of a-g requirements, increased passage of core classes, SBAC, IXL.*
10. Students will be literate individuals who apply their literacy and numeracy through practical applications. *Measure: Increased completion of a-g requirements, increased passage of core classes, SBAC, IXL, Math Skills Inventory.*
11. Students will be able to write a resume and cover letter to apply for a job and or use as part of a college application. *Measure: Student Clearinghouse Tracking System.*
12. Students will develop the ability to think critically, reason logically, and apply academic knowledge to make decisions and solve important problems in a work or community setting. *Measures: AP Exams, Increased enrollment in AP/Honors courses, a-g completion rates, PSAT, SBAC.*
13. Students demonstrate the ability to use technology efficiently in a variety of workplace settings. *Measures: AP Exams, Increased enrollment in Ap/Honors courses, a-g completion rates, PSAT, SBAC.*

ELEMENT B: Measurable Student Outcomes

Governing Law: *The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both school-wide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, which apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605(b)(5)(B).*

Assurances

Local Control and Accountability Plan

Cypress will comply with all requirements pursuant to California Education Code §47605(b)(5)(A)(ii) including developing annual goals, for all pupils (i.e. schoolwide) and for each subgroup of pupils as identified in California Education Code § 52052, for each of the applicable eight (8) state priorities identified in California Education Code § 52060(d). These priorities are as follows:

1. *Quality Teachers, Curriculum, and Facilities (Basic Services)*
2. *Alignment to and Implementation of the Common Core State Standards (CCSS), with*
3. *support for ELLs and other subgroups*
4. *Parental Involvement*
5. *Student Achievement*
6. *Student Engagement*
7. *School Climate*
8. *Course Access and Enrollment*
9. *Student Outcomes*

Furthermore, Cypress acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula). Beginning in fiscal year 2016-17, and in accordance with California Education Code § 47604.33 and § 47606.5, Cypress will comply with all elements of the Local Control Accountability Plan pursuant to regulations and templates adopted by the State Board of Education. This includes the annual submission of a Local Control and Accountability Plan (LCAP) or LCAP update, as appropriate, to the Santa Cruz County Superintendent of Schools on or before July 1 of each year pursuant to California Education Code § 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. As set forth in Education Code § 47605.5(a), the annual update shall include:

- *A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions Cypress will make as a result of the review and assessment.*
- *Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.*

Cypress reserves the right to establish additional, school-specific goals and corresponding assessments throughout the duration of the charter

Finally, Cypress shall comply with all requirements of California Education Code § 47606.5 (e), including but not limited to the requirement that Cypress “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update.”

Cypress Student Outcomes

In order to achieve the school mission of graduating students who are self-actualized, creative and critical-thinkers; and to ensure that every student has the skills necessary for the college or career of their choosing, Cypress graduates will demonstrate mastery of:

1. Academic and Content Performance Standards
2. College and Career Readiness Skills

Cypress seeks to guide students on an educational plan that will result in completing A-G course requirements in order to qualify them to attend a University of California or California State University campus. All courses and curriculum utilized by Cypress High School are aligned with the California Common Core Standards (CCCS), California State Standards (CSS), and Next Generation Science Standards (NGSS). Graduates must also pass a senior level College and Career Readiness course in order to obtain their diploma.

Upon graduation, students will have mastered content in the following areas: English Language Arts, Mathematics, Social Studies, Physical and Biological Science, Language other than English, Physical Education and College Preparatory Electives. All students at Cypress, including students who have special needs, students who are English Language Learners, and/or students who are socioeconomically disadvantaged, will be expected to meet these requirements, but will be provided additional support and/or accommodations as needed and/or legally required according to each student’s Individual Education Plan (IEP), Section 504 of the Americans with Disabilities Act, or as needed based on teacher observation, grades and test scores. The Graduation Requirements are detailed in **Element A** of this charter.

LCFF/LCAP Annual Goals and Annual Actions to Achieve Goals for Subgroups

Cypress will observe and meet the state priorities listed in *Education Code Sections 52060 and 52066*. Cypress program will be planned in such a manner as to comply with each of the eight priorities as established in the Local Control Accountability Plan (LCAP). Goals will be established for each group in the following areas:

- A. Conditions of Learning:

- **Basic:** degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)
- **Implementation of State Standards:** implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)
- **Course access:** pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions to (i), inclusive, of Section 51220, as applicable. (Priority 7)

B. Pupil Outcomes:

- **Pupil achievement:** performance on standardized tests, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program; share of pupils who meet or exceed benchmarks on SAT and PSAT. (Priority 4)
- **Other pupil outcomes:** pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

- **Parent involvement:** efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

- **Pupil engagement:** school attendance rates, chronic absenteeism rates, high school dropout rates, high school graduations rates, a-g completion (Priority 5)
- **School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness, California Healthy Kids Survey (Priority 6)

Cypress aims to prepare students for success by providing a supportive school environment focused on increasing academic and positive social skills and behaviors, while providing functional life skills instruction. Cypress will operate as a charter school under the authorization of the Santa Cruz County Board of Education, as a unique public school with the following overarching goals:

- To provide students and, when applicable, parents/caregivers with expanded choices in the types of educational opportunities that are available within the traditional public school system.
- To increase student learning and academic performance.
- To provide students with alternative methods to master core content standards.
- To foster rigorous learning experiences aligned to state standards.
- To stimulate students' natural interests and curiosity.
- To develop learners who are self-motivated.
- To support students in identification of life and career goals and assist transition to college and career.
- To create a learning environment that nurtures the whole child, utilizing the principles of Restorative Justice and Trauma Informed Care to meet each student where they are.

Cypress will be accountable for meeting these goals and achieving measurable pupil outcomes through a performance based system.

School Exit Outcomes and Performance Goals

GOAL 1: Increased Social/Emotional/Physical Wellness for All Students	
Target	Measurable Pupil Outcomes
<p>Based on student surveys, i.e. CHKS and local indicators, as well as student interviews conducted in the Queer Straight Alliance and principal focus groups, students self report that access to mental health supports is the largest barrier to their success. In response to this student feedback, we started pursuing professional development around Trauma Informed Care, PBIS, anxiety, mindfulness and other relevant topics. We also created a 9th grade course focused around healthy communication, and de-stigmatization of mental health issues.</p> <p>We recognize that many teens and their parents are drawn to Cypress because they have suffered with Mental Health issues, are gender-expansive or have been socially isolated at previous schools. By nature of our small campus, close-knit community and caring and supportive staff, and our positive reputation in the community, we have seen an huge uptick in the number of students with mental health issues who enroll in our school. Therefore, we see it as our responsibility to support and nurture our students and provide resources for their success.</p> <p>When a Cypress student died by suicide, the implications for students, and staff of mental health supports was made even clearer.</p> <p>We reached out to community partners and now have Social Work Interns, an annual Wellness Fair, a support group on campus for</p>	Increase Positive Attendance Rates, up to 95% in 2019-20
	Decrease levels of Anxiety/depression in students as student reported on CHKS and local surveys
	Increased participation in clubs, extra curricular activities and sports as measured by rosters and sign in sheets. Students will participate in at least 1 extra curricular activity
	Increase in number of students accessing counseling or seeking referrals
	Decrease in number of 1st time suspensions and repeat suspensions, both on and off campus, due to drug and alcohol usage and/or possession due to the establishment of restorative justice principles and practices
	Increase in students' feelings of connection to school and adults as well as the safety of the school campus as measured by responses on the California HHealthy Kids Survey (CHKS).

<p>teens in recovery, and one for gender expansive teens. We implemented restorative justice practices school wide, and network with Encompass to provide more social emotional supports here on campus.</p> <p>We strive to provide an open forum without shame or stigma for mental health issues. In addition, we work on supporting the student in their own choices. We do not want to do things for the student, but, rather, to always be working with the student, so that when they leave us the skills they learned here will support them throughout life.</p> <p>State Priorities: 1, 4, 5, 6, 8</p>	
<p>Actions</p>	
<ul style="list-style-type: none"> ● Cultivate meaningful partnerships with community organizations and individuals and connect to resources in order to offer support, mentorship and services to students in need. ● Refine Student Study Team/COSA protocol to identify and serve all students with social/emotional interventions (including supporting student in closing gaps with peers, services under 504 plans and IEPs, services for ELL, services for Foster Youth, and services for students from low-income families). ● Provide opportunities for students and families to advise school through formal and informal leaderships structures, surveys, etc. ● Engage students and families in community events built around student needs and interests, and the needs and interests of parents. ● Host community events, such as Back to School Night and Open House, to engage families with their students' learning. ● Provide healthy free lunch to students who meet income eligibility. ● Engage outside presenters and resources to deliver high quality health and wellness education to students, families and staff. ● School counselor and Social work interns provide social/emotional support to students as needed or as identified through the SST/COSA process ● Host yearly wellness fair to educate students about community agencies dedicated to health and wellness. 	

Goal 2 : Promote a schoolwide culture of College and Career Readiness and access to information about a variety of postsecondary options.

Target	Measurable Pupil Outcomes
<p>Cypress students need to be informed of options after high school and supported in pursuing these options.</p> <p>As educators, we believe that all students should have every opportunity to pursue whatever future they choose. Equity of access for all students to college and career planning, and post secondary pathways of all types is key to student motivation and our goal of graduating students who are prepared for the challenges of the 21st century. We have included a senior seminar class, as well as a 9th grade core class in order to provide a forum for discussion about post-secondary options to all students. Students who meet our graduation requirements are equipped to apply to the college of their choice, or to pursue other career pathways. All students, regardless of SES, race, gender identity, sexual orientation, race or ethnicity, or disability are given the same opportunities and guidance.</p> <p>All students take the PSAT and SAT here on campus to provide equity, and students take these tests multiple times so that we can analyze data across cohorts and growth data for individuals.</p> <p>Students are strongly encouraged to take 4 years of math, as State data shows that this is one of the gateway classes to college for most students.</p> <p>In addition, all students are encouraged to</p>	<p>Increase the % of students designated College and Career Ready using the CDE's College/Career indicator. https://www.cde.ca.gov/ta/ac/cm/documents/ccidashboardflyer.pdf</p> <ul style="list-style-type: none"> •Increase the % of students who score at least a 3 or 4 on Math/ELA portions of SBAC to 50% and 85% respectively •Increase in the % of students who complete a career pathway •Increase in % of students who complete at least 1 dual enrollment class at Cabrillo
	Increase % of students taking a 4th year of Math
	EL and RFEP student will participate in college prep courses and exams at a rate consistent with their peers.
	Increase % of student who meet minimum a-g eligibility at graduation
	Increase math 1 passage rate
	Increase number of students taking AP/Honors courses
	Increase % of students who meet benchmarks on PSAT/SAT exams

<p>enroll in classes at Cabrillo, and/or have the opportunity to take Honors level/AP level courses here at Cypress.</p> <p>Interventions are in place for students at risk of failing Math or ELA courses when student grades fall below a C-. This helps insure that all students are a-g compliant on graduation, and fits with best practices showing that early intervention is the key to success.</p> <p>State Priorities: 4, 5, 6, 8</p>	
<p>Actions</p>	
<ul style="list-style-type: none"> • Ensure ALL students have access to meet A-G requirements • Identify, develop and or purchase curriculum materials to ensure alignment to Common Core Standards, California ELD Standards, and Next Generation Science Standards • All Student will take PSAT in grades 9-11 • Math Skills support class for students struggling in Math 1 and advanced math courses • English Language Support class to English Learners and students with IEPs • Professional Development for teachers of Honors/AP courses • Professional Development for counselor around UC/CSU articulation, admission and financial aid • Increase AP/Honors course offerings • Expand 4th year math options, including dual-enrolment at Cabrillo College • Adoption of CPM curriculum in Math 1 and 2 and pilot Math 3 • Tours of local colleges and universities • Support students with learning about and applying to college with access to a guidance counselor and timely and relevant college/career readiness curriculum. • Assess students using local performance tasks and SBAC interim assessments • Refine Student Study Team/COSA protocol to identify and serve all students with academic interventions (including services under 504 plans and IEPs, services for ELL, services for Foster Youth, and services for students from low-income families). • Provide instruction for all students to become fluent in a Language other than English • Provide professional development for teachers to support struggling learners (including ELs, students under 504 plans and those with IEPs). • Provide new teachers with New Teacher Project support to ensure they clear their credential within the terms of the licensure. 	

All of the outcomes and goals described previously will align to the school mission, vision, and values through the use of a curriculum designed to engage students, and through assessments that will provide relevant academic growth information to each and every individual student. Cypress will adhere to California public high school graduation requirements and will prepare students for

the accomplishment of the California State Standards.

Cypress will use a comprehensive assessment approach designed to provide valid, reliable, and timely information for teachers to modify and improve instruction, select appropriate modes of classroom activities, monitor student progress, and use assessment results effectively. Assessments will be designed to inform teachers about the effectiveness of their teaching and the academic/learning progress being made by students. Cypress teachers will use a variety of formative and summative assessments and evaluate, apply, and integrate assessment data to improve student performance on the standards-based curriculum requirements. These assessments will also prepare students for the California Assessment of Student Performance and Progress (CAASPP) where appropriate.

Cypress will seek to improve student academic knowledge and guide students with an educational plan that will result in completing all course criteria to qualify them to obtain a high school diploma and meet minimum eligibility requirements for admission to a UC/CSU. All courses and curriculum materials employed by Cypress will follow state adopted guidelines and teaching staff will meet California Commission on Teacher Credentialing (CCTC) requirements.

Any modification of these outcomes or expectations will be submitted to the Santa Cruz County Board of Education as an amendment of this charter. In such a case, the County Board of Education agrees to hear and render an amendment decision pursuant to the timelines and processes as specified in the Education Code Section 47605(b).

ELEMENT C: Method by Which Pupil Progress will be Measured

Governing Law: *The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).*

(C) Measuring Student Outcomes:

1. Assessment plan
 - a. Students will be assessed based on multiple measures with performance assessment as the primary measurement.
 - b. Promotion from each grade level and graduation will be based on evidence of meeting performance expectations.
 - c. Students will demonstrate mastery of performance expectations through evidence in core content class work.
 - d. The level of rigor for the academic goal areas will be defined in conjunction with ongoing evaluation of student progress as measured by the California state standards, the University of California a-g eligibility requirements, the A.P. Course program, and course marks.
 - e. The Charter will review both academic and non-academic indicators to measure outcomes.
2. Process for notification about student progress
 - a. Students and their parents will receive the same individual PSAT, SBAC and A.P. exams reports as students at other California high schools.
 - b. Student who are in danger of failing classes at the 6 and 12 weeks markers in the semester will have a progress grade report mailed to their parent/guardian.
 - c. On a regular basis, each staff member makes no less than five phone calls home per week to inform parents about academic progress, attendance, and behavior.
 - d. At the end of each semester, families receive cumulative grades/credit reports that reflect each of the two preceding quarters.
3. Process for meeting the needs of low performing and special education/disabled students
 - a. Cypress Charter High School and the Live Oak School District pledge to work in cooperation with all local education agencies (LEAs) and special education local plan areas (SELPAs) to ensure that a free and appropriate education is provided to all students with exceptional needs.
 - b. Cypress intends to function as a "public school of the local education agency that granted the charter" for the purposes of providing special education and related services pursuant to Education Code Section 47641 (b).
 - c. The most appropriate student placement for special needs students will be determined through the Individual Educational Plan (IEP) process.
 - d. A Memorandum of Understanding (*Exhibit B*) will provide details regarding the Special Education program agreement between the District and Charter School.

4. Action Plan for Student Data Evaluation

- a. The Staff and Charter Governance Council monitor aggregated student performance data to identify school strengths and areas for improvement.
- b. An annual evaluation of data identifies areas of improvement to the instructional program based on targeted goal areas.
- c. Staff Accountability as part of our LCAP.
- d. Process and procedure for revising goals and action plan in response to student needs and interests, state level requirements and the requirements of post-secondary educational entities.
- e. Annual review process to gather information on the effectiveness of programs and strategies to meet school learning goals.
- f. Based on this evaluation, annual goals and action plans as reflected in the LCAP are revised, developed and implemented. The Charter Governance Council monitors progress on the LCAP.

Methods of Assessment

To measure the progress of the students at Cypress Charter High School (Cypress) and to ensure that the goals of the charter are being met, Cypress will adhere to statewide standards with mandated standardized tests and will utilize additional Cypress Charter School performance-based assessments on a regular basis to measure student progress. Student performance on these measures will help Cypress School community make informed decisions about instructional efficacy, needed program modifications, or additional goals and objectives to be developed.

The following assessment approaches may be included in the school's measurement of outcomes.

1. **External Assessments:** External measures give Cypress opportunities to track student progress against standard, universal reference points, using the same measures in order to situate the progress of Cypress students in the context of the progress of students outside of our school. External measures also provide an end of year snapshot of mastery and growth from year to year. External measures are one set of data that is analyzed by Cypress staff and administration to track the progress of Cypress students on standard measures of achievement. Some external measures, such as AP tests and SATs, are used externally by colleges and universities in the process of college admissions. They are also used externally for purposes of accountability.
 - a. **State assessments and/or other standardized tests:** As mandated by Education Code 47605c(2), Cypress will annually administer each of the following assessment measures under the California Assessment of Student Progress and Performance (CAASPP), or legal equivalent, to all students required to take each battery of tests.
 - i. Smarter Balanced Assessment Consortium (SBAC)
 - ii. California Standards Test (CST)
 - iii. (ELPAC)

iv. Physical Fitness Test (PFT)

b. College Entrance Exams: In addition to the state's required measures, Cypress supports students in taking college entrance exams as a part of our commitment to ensuring college entry for every student. Cypress offers the PSAT for all 9th, 10th and 11th graders. All high school students will take the SAT or ACT at least once prior to graduation. The PSAT and SAT data will be reviewed on an annual basis by staff and administration, to determine strengths and areas of challenge and make an action plan to further accelerate student achievement on these assessments moving forward.

c. Advanced Placement (AP) Exams: Cypress supports students in taking AP exams as a part of our commitment to ensuring college entry and readiness for every child.

d. Math Diagnostic Testing : Student take the MDTI 2 times a year to measure growth in Math specific skills.

2. Curriculum-Embedded Standards-Based Formative and Summative Assessments: locally developed tests, designed to measure student achievement on the grade-level standards-based curriculum content in core areas such as reading, mathematics, science, and social studies in grades 9 through 12. Students will be assessed after each unit, module/course and at the completion of individual projects or major assignments.

Teachers will chart and use assessment/test results as an ongoing guide to student instructional needs to enhance student progress. Depending on the assignment or assessment question, students may be asked to begin with a simple recall question but then might be asked to build upon that through explanation, analysis, or application.

Teachers will use formative assessments and classroom conversations, small group instruction, and opening and closing activities as well as to create more cognitively engaging and challenging tasks.

c. ELA Interim: Two times annually, students will take a CCSS-aligned assessment crafted to measure student achievement on the CCSS ELA standards and student readiness for the SBAC ELA assessments. The ELA interim will include reading complex text(s), answering multiple choice questions, completing constructed response tasks, and participating in on-demand performance tasks that may include but are not limited to writing from sources.

d. Math Interim: Two times annually, students will take a CCSS-aligned assessment crafted to measure student achievement on the CCSS math standards and student readiness for the

SBAC math assessments. The math interim will address relevant math skills and include performance tasks.

See Appendix 1 for a list of curriculum, materials, and assessments

Use and Reporting of Data

The above assessments are designed to align to the mission, exit outcomes, and the curriculum utilized at Cypress. Cypress will utilize the data to identify areas for improvement in the educational program. The Charter will develop an annual performance report based upon the data compiled. The report shall also include:

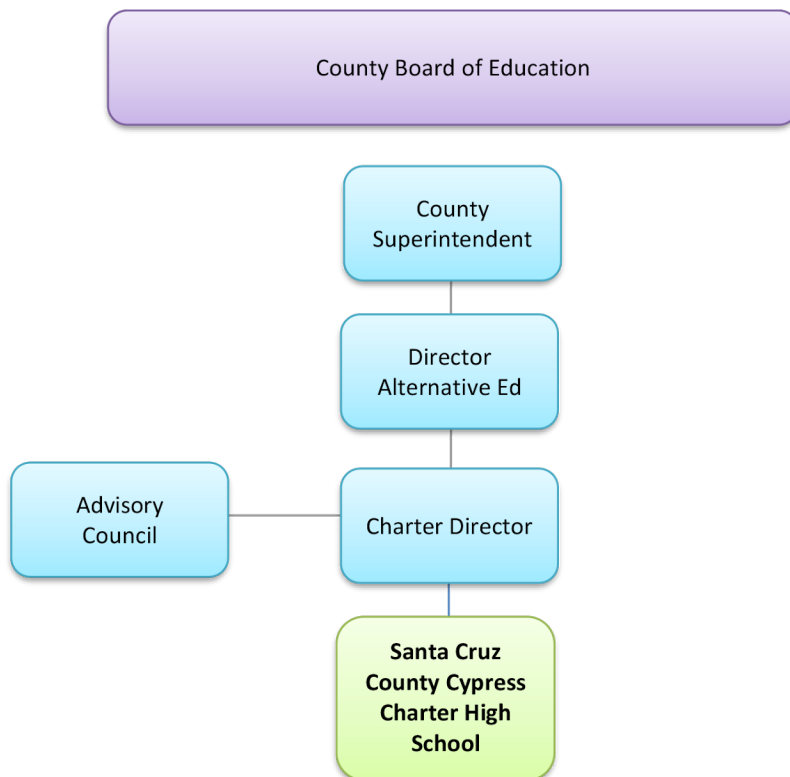
- Summary data showing student progress toward the goals and outcomes from assessment instruments and techniques as described in this section and an analysis of whether student performance is meeting the outcomes specified by this section. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality
- A summary of major decisions and policies established during the year, data on the level of parent involvement in the School's governance (and other aspects of the school, if applicable), and summary data from an annual parent and student satisfaction survey
- Data regarding the number of staff working at Cypress and their qualifications
- A copy of the charter's health and safety policies and/or a summary of any major changes to those policies during the year
- Information demonstrating whether the charter implemented the means listed in the Charter to achieve a racially and ethnically balanced student population
- An overview of the charter's admissions practices during the year and data regarding the number of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended
- Analyses of the effectiveness of the charter's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints; and,
- Other information regarding the educational program and the administrative, legal, and governance operations of Cypress relative to compliance with the terms of the petition.

Cypress will use the information compiled in the annual performance report to evaluate and improve upon its educational programming as necessary. Annual Cypress performance information will be shared with students, families, and public agencies as appropriate.

ELEMENT D: Governance Structure of School

Governing Law: *The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. Education Code Section 47605(b)(5)(D).*

Santa Cruz County Cypress Charter High School (Cypress) will be a dependent public charter school authorized by the Santa Cruz County Board of Education and administered by the Santa Cruz County Superintendent of Schools through the Santa Cruz County Office of Education (SCCOE). Cypress will be non-sectarian in its programs, admissions policies, employment practices, and all other operations; shall not charge tuition; and shall not discriminate on the basis of race, ethnicity, national origin, gender, or disability.



Through its role of long-range policy development and other critical functions and responsibilities, the Santa Cruz County Office Board of Education works with the Santa Cruz County Superintendent of Schools to offer the most effective educational programs and services available.

The Santa Cruz County Board of Education will retain roles and responsibilities as defined in Education Code 1040 – 1047 for Cypress.

Cypress will follow applicable policies set forth by the Santa Cruz County Board of Education and the administrative regulations set by the Santa Cruz County Superintendent of Schools. Cypress will comply with all applicable federal laws, and state and local laws that are applicable to public charter

schools.

Conflict of Interest Regulations

Cypress will be fully in compliance with the conflict of interest regulations of the Political Reform Act Government Code 1090.

Advisory Council

The Charter Advisory Council will be established to ensure the school program will be aligned to the charter elements, the Local Control Accountability Plan (LCAP) goals and action/strategies, and the Single Plan for Student Achievement (SPSA) goals. The Charter Advisory Council will review, approve the SPSA, monitor its implementation, and evaluate the effectiveness of the planned activities at least annually. Cypress Advisory Council (AC) will make recommendations to the County Superintendent on design and other pertinent requirements of the operations of the school. The AC will consist of the Director/Principal, Deputy Superintendent, Director of CTE, Director of Alternative Education, 2 students, 2 teachers, 1 other staff, and 2 community members who will be representative of all Cypress sites/locations. Other collaborating partners will include; Probation, law enforcement, Workforce Development Board, Salud Para La Gente, business partners and other dedicated partners.

The Charter Advisory Council will meet quarterly and provide input to the Santa Cruz County Superintendent of Schools on general school issues, policies, and other charter school interests and activities.

School Site Council

The School Site Council will be an advisory group to the Principal. As required by California Education Code 52852, the School Site Council will be constituted to ensure parity between (A) the Director/Principal, classroom teachers, and other school personnel; and (B) an equal number of students or parents of minors, or other community members selected by parents, and pupils. The School Site Council may make recommendations about issues related to Cypress and participate in reviewing parental and community concerns and opportunities. The Director/Principal will be responsible for communicating all School Site Council recommendations to the Santa Cruz County Superintendent of Schools.

Student Engagement

Parent and community involvement in the operation of the school will be an integral factor in ensuring that Cypress addresses the needs, concerns and expectations of the families and communities of our students.

English Learner Advisory Committee

In the event that Cypress enrolls more than 20 English learner students, an English Learner Advisory Committee (ELAC) will be formed. The ELAC will consist of parents, staff, and community members designated to advise Cypress on its English Learner program consistent with California Education Code Sections 35147(c), 52176(b) and (c), 62002.5, and 64001(a).

Teacher/Student Agreements

Cypress shall develop a student teacher agreement (Teacher/Student handbook, Independent Study Master Agreement, and attendance compact) to be approved by the County Superintendent of Schools and presented at the time of the intake interview. At a minimum, the Teacher/Student Contract shall:

- Require students and teachers to complete and return all forms, questionnaires, and other requests for information that may be required by the school
- Require students to complete all class work and homework the teacher assigns
- Require teachers to correct and return student assignments with useful comments in a timely manner
- Require all students to follow the Student Conduct Code and all rules of the program in which they are co-participating
- Require students and teachers to attend all student-teacher conferences as scheduled by the teacher and/or student
- Require students and teachers to follow all rules and procedures as approved by the Santa Cruz County Office of Education

Role of the Chartering Authority

As the chartering authority, the Santa Cruz County Board of Education will be responsible for fulfilling its statutory oversight responsibilities as required by law, including the duties identified in Education Code Section 47604.32. The Santa Cruz County Board of Education will be responsible for reviewing and taking action on charter petition renewal and revision requests, and has the authority to initiate revocation proceedings, if necessary, as provided by Education Code Section 47607.

Legal Organization of the School

Cypress will operate as a dependent public charter school of the Santa Cruz County Office of Education (SCCOE). Cypress will maintain an agreement with the SCCOE for providing business and administrative services. The County Office will provide personnel, accounting, and payroll services

to Cypress.

ELEMENT E: Qualifications to be met by individuals to be employed

Governing Law: *The qualifications to be met by individuals to be employed by the school. Education Code Section 47605(b)(5)(E).*

Cypress Charter High School (Cypress) School will recruit professional, effective and qualified personnel for all administrative, instructional, instructional support, and non- instructional support capacities who believe in the instructional philosophy outlined in its vision statement.

Staffing

For Certificated Staff during the first year, Cypress will employ 8.16 Teacher Full Time Equivalents (FTE), 1 counselor, 1 Director/principal, .5 FTE Special Education Teacher, .5 instructional aide, .5 attendance clerk, and .75 Registrar/Secretary.

Certificated Salaries	2019-20	2020-21	2021-22
Number of FTE - Teachers	8.16	8.16	8.16
Number of FTE - Pupil Support Salaries (Counselor)	1	1	1
Number of FTE - Supervisor/Admin Salary (Director/Principal)	1	1	1
Number of FTE - other Certificated (SPED)	.5	.5	.5

For Classified Staff, we hope to begin with .5 instructional aide, a .5 Attendance Clerk and a .75 Registrar/Secretary for the charter school.

Classified Salaries	2019-20	2020-20	2021-22
Number of FTE - Instructional Aides' salaries	.5	.5	.5
Number of FTE - Clerical and Office Salaries	1.25	1.25	1.25

In accordance with Education Code 47605(d) (1), Cypress shall be nonsectarian in its employment practices and all other operations. Cypress shall not discriminate against any individual (employee or student) on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

All Cypress teachers must meet the requirements of state and federal law. Possession of an

appropriate California Teaching Credential, Multiple or Single Subject; Must have EL Authorization. Must have possession of a valid Class C California Driver's License; insured by a valid liability carrier. All teachers must be Every Student Succeeds Act (ESSA) compliant in core areas (English, Math, Science, Social Science) or willing to obtain appropriate certification. As Cypress will be a charter under the authority of the Santa Cruz County Board of Education, teachers will abide by the same requirements as all teachers employed by the Santa Cruz County Office of Education (SCCOE). English Learners will be served by credentialed teachers holding a Cross-cultural, Language, and Academic Development (CLAD) credential or the equivalent. Classroom or parent volunteers, speakers, outside experts and others may support student learning. They may volunteer their services, be paid as independent contractors or be hired as SCCOE employees. Agencies and organizations may provide services to Cypress through contracts. All Cypress staff will be evaluated with the appropriate SCCOE evaluation forms and process for their classification (i.e. Certificated Management, Certificated Teacher, and Classified evaluation).

Cypress acknowledges: (1) student achievement increases in schools where teaching and learning have the highest priority and (2) students achieve at higher levels when taught by teachers who know their subject matter and are skilled in teaching it. All Cypress instructional staff, including certificated teachers and classified instructional paraprofessionals, will be effective and compliant with federal ESSA requirements.

Research shows that an inspiring and informed teacher is the most important school-related factor influencing student achievement. The staff at Cypress will be provided professional development that will be ongoing, experiential, collaborative, and connected to and derived from our vision, mission, and school goals.

All Cypress employees will possess the personal characteristics, knowledge base and/or relevant experiences in the responsibilities and qualifications identified in the posted job description as determined by the SCCOE. These criteria are further described in the remainder of this section. All Cypress teachers will hold dual credentials and will be qualified to teach both general education students as well as special education students with mild or moderate disabilities. Cypress will maintain current copies of all teacher credentials, and they will be readily available for inspection and monitoring. Cypress will comply with all applicable state and federal laws regarding background checks, clearance of personnel, maintenance and disclosure of employee records, and ESSA guidelines.

All Cypress employees shall be fingerprinted and shall successfully pass all required Department of Justice/Federal Bureau of Investigations checks and background checks that provide for the health and safety of the School's faculty, staff, and students prior to beginning work.

Procedures for Background Checks

Employees and contractors of Cypress will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Director/Principal shall monitor compliance with this policy and report to the County Superintendent of Schools on a regular basis. As the employer, the County Superintendent of Schools will monitor the fingerprinting and background clearance of the Director/Principal. Volunteers who will volunteer outside the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

The following are the legal requirements before the first day of employment at Cypress:

- A valid and current California State Teaching Credential for core academic teaching staff
- State and federal fingerprint clearance as required by law
- Criminal record summaries, which will be maintained by the Director/Principal in a confidential secured file separate from personnel files, as required under the law
- I-9 Proof of American citizenship form with a copy of driver's license and social security card, or other acceptable identification
- A completed Employment Application for all staff
- Copy of teaching credential
- Cover letter
- Resume
- Complete W-4 and DE-4 Income Tax forms
- Proof of Tuberculosis clearance

The following types of positions will be employed at Cypress:

Director/Principal

The Director/Principal will be responsible for planning, organizing, leading, and directing the educational operations, activities, and services of Cypress at all sites. The Director/Principal will be supervised by the Senior Director of Alternative Education. The Director/Principal will be responsible for a wide range of management and administrative responsibilities necessary to provide instructional leadership. These responsibilities include maintaining budgetary oversight;

complying with local, state and federal regulations; supervising assigned staff; establishing appropriate relationships with the community and other agencies; and ensuring an effective program of student education.

Academic Teacher

Cypress Teachers will be responsible for providing general education (core academic subjects) and special education instructional services for students (special education and regular education). They ensure compliance with special education regulations, court orders, etc., and processing new students in accordance with requirements. These positions may provide lead support to instructional aides and are under the general supervision of the Director/Principal for day-to-day operations and program implementation and a special education administrator for guidance regarding IDEA regulations/ compliance. Internships and project- based learning will be featured components.

Counselor

The counselor will provide all aspects of counseling and guidance services to students, including supplemental academic intervention services to support underachieving students. The counselor will also provide information to students, parents of minors, teachers, and administrators in order to promote a comprehensive decision-making process for the achievement of student educational objectives.

Instructional Aide

Instructional Aides will assist classroom teachers in the instruction, supervision, and training of individual or groups of students and perform a variety of related duties in the maintenance of an effective learning environment for students.

Administrative Secretary

The Administrative Secretary will perform a wide variety of clerical and office functions. Under general supervision, employees in this classification perform a variety of responsible secretarial and administrative support duties in support of an administrator and provide general information and assistance to faculty, staff, parents, and the general public.

Registrar

The Registrar is responsible for clerical and technical tasks related to the maintenance of student records and files; as well as related duties as required in the activities of the Guidance Department, and maintaining an the student information system.

See Appendix 3 for Job Descriptions.

ELEMENT F: Health and Safety Procedures

Governing Law: *The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).*

Santa Cruz County Cypress Charter High School (Cypress), as a dependent charter, will adhere to the adopted health, safety, and risk management policies of the Santa Cruz County Office of Education (SCCOE). This plan is currently under development and its structural frame will be based upon the existing SCCOE Alternative Education Department's Comprehensive School Safety Plan for Community Schools. These policies are incorporated as appropriate into Cypress's student, family, and staff handbooks and will be reviewed on an ongoing basis by the staff and administration.

These policies will be developed in consultation with insurance carriers and at a minimum will address the following:

Seismic Safety

Cypress assures that school buildings will meet Fire Marshal approval and have been evaluated by structural engineers to present no substantial seismic safety hazard to the extent required by the education code for building requirements pertaining to charter schools.

Natural Disaster Emergency Preparedness

Cypress sites will use the Santa Cruz County Office of Education Emergency Plan handbook to formulate responses to the following natural disasters and emergency situations which may include, but shall not be limited to, fire, flood, earthquake, and other situations that may threaten students or staff.

Immunizations

All students who are minors will be required to provide records documenting immunizations as required pursuant California Code of Regulations Title 17 Division 1, Chapter 4, Subchapter 8.

Drug Free/Alcohol Free/Smoke Free Environment

Cypress will function as a drug, alcohol, and tobacco free workplace.

Role of Staff as Mandated Child Abuse Reporters

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the SCCOE.

Emergency Epinephrine Auto-Injectors

Cypress will adhere to Education Code Section 49414 regarding the provision and use of emergency epinephrine auto-injectors by trained office staff or volunteers at school.

Facility Safety

Cypress shall comply with *Education Code Section 47610* by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Cypress will agree to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Cypress will conduct fire drills as required under Education Code Section 32001.

Comprehensive Sexual Harassment Policies and Procedures

Cypress will be committed to providing a school that will be free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. Cypress will have a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature will be very serious and will be addressed in accordance with the SCOOE's sexual harassment policy.

Health Care and Emergencies

Cypress will recognize the importance of taking appropriate action whenever an accident or illness threatens the safety, health, or welfare of a student at school or during school-sponsored activities. To facilitate immediate contact with parents/guardians or other emergency contacts as appropriate when an accident or illness occurs, Cypress will require current contact information for all students.

See Appendix 4 for Comprehensive School Safety Plan

ELEMENT G: Means to Achieve a Reflective Racial and Ethnic Balance

Governing Law: *The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the district to which the charter petition is submitted.*

Education Code Section 47605(b)(5)(G).

Cypress will be committed to serving a diverse student population. The charter school target ethnic balance will be determined by county-wide data which delineates the the number of high school aged youth in Santa Cruz County.

Cypress will recognize, that due to its unique partnerships, the county-wide geographic reach of its school sites, and its primary goal of serving students who seek a college-prep experience in a small setting, Cypress will implement a student recruitment strategy that includes, but will not be necessarily limited to:

- An enrollment process that will be scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The ongoing development of promotional and informational materials that appeal to various racial and ethnic groups. Advertising will be formatted in Spanish and English.
- The distribution of promotional and informational materials to a broad variety of community groups represented in the district.
- Promotion of an online presence on the <http://www.santracruzcoe.org> website and social media platforms (Facebook, Twitter, etc.)
- Cypress will strive to reflect a balanced representation of the student population in the community in which it operates.

ELEMENT H: Admissions Requirements

Governing Law: *Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).*

The County Superintendent of Schools shall determine all processes and procedures governing application, admission, and enrollment at Cypress Charter High School (Cypress). All students attending Cypress must follow the application, admission, and enrollment procedures.

The application packet for admission to Cypress shall include information that allows students to be informed about the schools operation as a charter school, its education programs, the academic and behavior expectations of students, and the rights and responsibilities of students who wish to become part of Cypress. The application packet shall include:

- Cypress’s Mission Statement and a summary of the school’s education philosophy.
- A brief description of what charter schools are and how they differ from regular public schools.
- A transcript review to ensure students will be able to meet the graduation requirements at Cypress
- An Independent Studies Master Agreement (for IS students only) to be filled out by student at the time of enrollment. The agreement establishes the learning goals students must achieve for the term of the agreement and affirms students’ commitment to achieve these goals.
- A description of Cypress’s education program including a school calendar; curriculum; enrichment and extracurricular programs, attendance expectations; grading, testing, and evaluation procedures; and graduation standards (exit outcomes).
- A copy of the Teacher/Student Behavior Contract listing of the rights and responsibilities of Cypress teachers and students.
- Emergency information contact form.

Student Admissions Criteria, Preferences and Priorities

Assessments shall not be administered prior to acceptance or enrollment. All students will be considered for admission without regard to nationality, race or ethnicity, religion, sexual orientation, gender, gender identity, gender expression, disability, perceived disability or any other characteristic.

Cypress shall admit all students who wish to attend the School, subject to space limitations. If the number of eligible students who wish to attend exceeds the school's capacity, attendance will be determined by a lottery. Preference shall be extended to pupils who reside within Santa Cruz County. The following category of eligible students shall be exempt from the lottery and may be admitted without participation in the lottery: Siblings of students admitted to or attending Cypress. Once the lottery is completed, all students not admitted shall be placed on a waiting list, which remains active for the balance of the academic year. In the event a vacancy occurs during the academic year, students on the waiting list will be offered admission in the order in which their names were drawn in the lottery

The order of admission of students at any time during a school year shall be based solely on the order of applicants on the admission priority list. Admission shall be based solely on a first-come first-served basis if Cypress determines that space still exists after the admission priority list has been exhausted.

Conditions of Enrollment

To enroll in Cypress, each student shall first:

- Meet with the Principal or Counselor
- Provide a transcript from each school previously attended
- Complete enrollment forms including emergency information cards
- Provide records documenting immunizations as required by public schools
- Provide a full roster of prior schools the student attended allowing Cypress to access student's school records and test results

ELEMENT I: Financial Audits

Governing Law: *The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(I).*

An annual independent financial audit of the books and records of Santa Cruz County Cypress Charter High School (Cypress) will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of Cypress will be kept in accordance with generally accepted accounting principles and, as required by applicable law, the audit will employ generally accepted accounting procedures.

The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The Santa Cruz County Superintendent of Schools will annually approve the selection of an independent auditor. Cypress Director/Principal will assist in the facilitation of the audit. The auditor will have, at a minimum, a CPA and educational institution audit experience and approval by the State Controller on its published list as an educational audit provider.

The annual audit of Cypress Financial data shall be incorporated into the Santa Cruz County Office of Education's Audit. The Charter will work with the County Office staff to ensure timely and accurate information will be shared with the auditors to ensure the report will be timely and complete. Cypress will fully comply with Education Code and County Office policy and procedures to ensure there are no findings in the audit. Cypress-audited data shall be submitted to the State Controller and to the State Superintendent of Public Instruction by the 15th of December of each year. The Director/Principal, along with the audit committee, will review any audit exceptions or deficiencies and report to the Superintendent with recommendations on how to resolve them. The Superintendent will submit a report to the State and/or the County Board of Education as appropriate describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the Board along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be addressed using the dispute resolution process contained in this Charter.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel in accordance with applicable law. The independent financial audit of Cypress will be public record to be provided to the public upon request.

In addition, pursuant to Ed Code Section 47604.3, Cypress will promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records.

ELEMENT J: Pupil Suspension and Expulsion

This section should include a section for Suspension Procedures including conference, notice to parents/guardians and the expulsion process including hearing as well as provisions for suspension of students with disabilities. **Governing Law:** *The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).*

Santa Cruz County Cypress Charter High School (Cypress) will develop and maintain a comprehensive set of student discipline policies aligned with the Santa Cruz County Office of Education (SCCOE) Board Policy 5114. These policies will clearly describe Cypress's expectations regarding, among other things: attendance, mutual respect, substance abuse, violence, safety, and work habits.

Each Cypress student or parent/guardian of minor students will be required annually to verify that they have reviewed the policies with their student/s and that they understand the policies. Each adult student will also be required annually to verify that they have reviewed and understand the policies.

Cypress's policies will provide all students with an opportunity for due process and will be developed to conform to applicable federal law regarding students with exceptional needs. Cypress will notify the Santa Cruz County Office of Education of any expulsions and will include suspension and expulsion data in its annual performance report.

Prior to suspension or expulsion, appropriate disciplinary steps will be taken. These steps may include, but will not be limited to, denial of privileges or access to activities. In certain cases, students may be allowed to continue limited independent studies while under suspension. Students, and in applicable cases, parents or guardians, will be informed of the reasons for any disciplinary action in writing and of their due process rights and appeal procedures.

In accordance with California Education Code 48900, a Cypress student may be suspended from school or recommended for expulsion if Cypress Director/Principal or the County Superintendent of Schools determines that the student has committed any of the following acts while on school grounds or while going to or coming from school:

- Caused, attempted to cause, or threatened to cause physical injury to another person;
- Willfully used force or violence upon the person of another, except in self-defense.
- Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which will be concurred by the Director/Principal or the designee of the principal.

- Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance, an alcoholic beverage, or an intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stolen or attempted to steal school property or private property.
- Knowingly received stolen school property or private property.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia.
- Possessed an imitation firearm.
- Committed or attempted to commit a sexual assault.
- Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- Engaged in an act of bullying, including but not limited to, bullying committed by means of an electronic act.

Cypress acknowledges the responsibility of each student, parent, volunteer, faculty, staff, and administrator to contribute to the well-being of the community by demonstrating responsibility and accountability for individual and group actions. It will be Cypress's goal to enhance the quality of relationships, the quality of learning, and the quality of the community through shared responsibility.

Suspension and Expulsion / Due Process: Students with Disabilities

Services During Expulsion

Any student with a disability who is expelled shall continue to receive services during the term of

the expulsion to the extent necessary to provide the student a free and appropriate public education. Any alternative program must provide services to the extent necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.121, 300.520)

Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission, an IEP team meeting shall be convened.

Suspension of Expulsion

The Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the Director/Principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The Director/Principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the Director/Principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

Behavior Policy

As a student of Cypress, I agree to the following behavior guidelines:

1. I will not belittle any other student for any reason including, but not limited to, their actions, appearance or beliefs.
2. When in class, I will behave appropriately as directed by the teacher.
3. I will use appropriate and respectful language at school.
4. I will settle disputes appropriately without resorting to violence or verbal abuse.

5. I will respect school property, and the property of others.
6. I will not engage in any illegal activity at school.
7. I will cooperate and be respectful with the principal and any adult staff member when given instructions.

Cypress High School Safe Place Policy

At Cypress High School, the highest priority is keeping the school safe for all students to learn and grow. In order to keep Cypress a safe place for students, the following expectations will be enforced:

- No drug/alcohol or party talk
- Cypress is a drug/alcohol free school
- No hate speech/inappropriate language
- Classrooms will be left clean and orderly
- Respect School and Personal property
- Respect the boundaries of fellow students and staff
- Challenge ideas not people
- Respect the privacy and autonomy of all students on campus and online

Cypress High School Classroom Expectations

Students are expected to treat others in the Cypress community with respect and contribute to a non-disruptive learning environment. The following rules reflect the importance of supporting a learning environment that is safe, clean and respectful.

To maintain a safe environment for all students, students are expected to:

- Refrain from gang oriented behavior
- Not bring pocket knives, box cutters or other items that could be used as a weapon
- Refrain from threatening others and hate speech
- Wear clothing that does not reflect drug references or drug use (i.e. candy bead bracelets)
- Follow all guidelines for use of computers, social media, and school issued email accounts

To support a positive learning environment students are expected to:

- Actively participate in class
- Remove sunglasses or hoods
- Abstain from drug and alcohol use at school
- Follow teacher directions
- Ask permission to listen to music
- Refrain from public displays of affection (like kissing or sitting on laps)
- Refrain from drug or party talk

- Support and engage in class activities

To maintain equipment and facilities students may not:

- Steal school or personal property
- Eat food or have beverages in class (unless permitted by teacher)
- Leave trash/recycling/spills from food or drinks in class
- Have food or drink at computer stations
- Lay on/put feet on furniture, sit on tables (students are expected to sit in chairs without tipping back)
- Tag, write or draw on school property
- Damage or misuse school property in any way

See APPENDIX 5 for Uniform Complaint Procedure and Board Policies

ELEMENT K: Staff Retirement System

Governing Law: *The manner by which staff members of the Charter Schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).*

Santa Cruz County Cypress Charter High School (Cypress) classified and certificated staff will reflect the contractually agreed upon salary and benefits schedules accorded to all other SCCOE staff members. The financial compensation for school employees will include a base salary that will be competitive with like jobs in other local public secondary schools.

Staff members of Cypress will be employees of the Santa Cruz County Office of Education (SCCOE). As such, they will be covered by the State Teachers' Retirement System (STRS) and the Public Employees' Retirement System (PERS) in the same fashion as are all employees of the Superintendent. All employer contributions required by STRS, PERS, and Social Security, as applicable, will continue to be made by the Superintendent with Charter Funds. The Superintendent also will continue to make contributions for workers' compensation insurance, unemployment insurance and any other employer payroll obligations. All established SCCOE policies and procedures for ensuring employee's due process rights, resolving complaints or grievances, and for staff recruitment, selection, evaluation, and termination will be followed. SCCOE Human Resources will be responsible for ensuring that all appropriate arrangements for the above actions are carried out.

ELEMENT L: Attendance Alternatives

Governing Law: *The public school attendance alternatives for pupils residing within the school district who choose not to attend The Charter School. Education Code Section 47605(b)(5)(L).*

No pupil shall be required to attend Santa Cruz County Cypress Charter High School (Cypress). Students who opt not to attend Cypress may attend other district schools or adult schools, as allowed.

ELEMENT M: Description of Employee Rights

Governing Law: *A description of the rights of any employee of the school district upon leaving the employment of the school district to work in The Charter School, and of any rights of return to the school district after employment at The Charter School.*

Education Code Section 47605(b)(5)(M).

No public school employee shall be required to work at Santa Cruz County Cypress Charter High School (Cypress). Any employee of the Santa Cruz County Office of Education (SCCOE) who chooses to leave their existing position at SCCOE to work at Cypress shall have the right to apply for a transfer into any open position for which they are qualified and will follow the policies and procedures outlined in their bargaining unit MOU, including existing policies regarding sick/vacation leave, continuation of service credit, and other benefits as appropriate for their position.

Employees will be paid according to the appropriate SCCOE certificated or classified salary schedule for their position.

Employees shall be informed of their rights through the provision of the SCCOE Staff Handbook to all new hires. The SCCOE payroll department will be responsible for the payment of social security and applicable taxes for Cypress employees.

Employees of a local educational agency who resign from employment to work at Cypress and who later wish to return to a local educational agency shall be treated the same as any other former employee seeking reemployment in accordance with the local educational agency policy, applicable law, and applicable collective bargaining agreements. Cypress shall not have any authority to confer any rights of return on a local educational agency's employees.

See Appendix 6 for Bargaining Unit Agreements

ELEMENT N: Dispute Resolution Process

Governing Law: *The procedures to be followed by The Charter School and the entity granting the charter to resolve disputes relating to the provisions of the charter. Education Code Section 47605(b)(5)(N).*

Santa Cruz County Cypress Charter High School (Cypress) and the Santa Cruz County Office of Education (SCCOE) will agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. All parties shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Dispute Resolution

The intent of this dispute resolution process will be to (1) ensure a fair and timely resolution to disputes, (2) minimize the oversight burden on the Santa Cruz County Board of Education, and (3) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters. Cypress and the Santa Cruz County Board of Education agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section.

If a dispute arises between the Santa Cruz County Board of Education, as granting entity, and Cypress relating to provisions of this Charter, the following procedures will be followed: The President of the Santa Cruz County Board of Education and Cypress, or their respective designees, will meet to discuss the area of dispute. If the dispute is not resolved informally, the parties may, by agreement, engage the assistance of a third- party mediator to assist in resolving the dispute. Nothing herein shall interfere with the authority of the Santa Cruz County Board of Education to issue a written notice of violations or initiate revocation proceedings in accordance with the provisions of Education Code Section 47607.

Internal Dispute

Issues between students, teachers, parents/caregivers, applicant families, volunteers, advisors, workforce partners, and other community members associated with the school should be resolved in-house in an amicable and fair manner whenever possible. The Director/Principal will be responsible for resolving all conflicts through a process that emphasizes the common goals and interests of the parties involved. The Santa Cruz County Deputy Superintendent or designee will be the appellate body.

Except for those matters to which the Parties mutually agree pursuant to Education Code Section 47611.5, any dispute related to the provisions of Cypress shall be resolved as follows:

Uniform Complaints

Complaints alleging (1) unlawful discrimination; or (2) failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid program, career technical and technical education, child care and development programs, child nutrition programs, special education programs, and federal school safety planning requirements shall be investigated pursuant to the Uniform Complaint Procedures utilized by the Santa Cruz County Office of Education

For disputes involving employees, the Director/Principal of Cypress and the Santa Cruz County Deputy Superintendent shall meet with Cypress employee representative to discuss any issue or disagreement related to one or more Cypress employees. After a full discussion of any such issue, the Deputy Superintendent or his/her designee shall have ten (10) working days to render a final and binding written decision setting forth the resolution of the issue. Santa Cruz County Office of Education (5 CCR Section 4600)

Employee Issues***Oversight, Reporting, and Revocation***

The SCCOE may inspect or observe any part of the school at any time. The inspection, observation, monitoring, and oversight activities shall be performed by SCCOE. If the Santa Cruz County Board of Education believes it has cause to revoke this charter, the Board agrees to notify Cypress in writing, noting the specific reasons for which the charter may be revoked, and grant Cypress reasonable time to respond to the notice and take appropriate corrective action.

Other Issues

In all other matters, any disagreement not resolved by the Director/Principal and the Santa Cruz County Deputy Superintendent, may be appealed to the Santa Cruz County Superintendent of Schools or designee through a formal written statement. After a full discussion of any such issues with the complaining party and the Deputy Superintendent, the County Superintendent or designee shall have ten (10) working days to render a final and binding written decision setting forth the resolution of the issue.

See APPENDIX 5 for Board Policies and Uniform Complaint Procedures

ELEMENT O: Labor Relations

Governing Law: *A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). Education Code Section 47605(b)(5)(O).*

Santa Cruz County Cypress Charter High School (Cypress) will be a dependent charter school of the Santa Cruz County Office of Education (SCCOE). As such, all employees will be considered the exclusive employees of the SCCOE for the purposes of the Education Employment Relations Act (EERA), unless otherwise mutually agreed in writing. Applicable leave balances shall be transferred with the employee as per SCCOE policy. Years of service credit will be approved by the Superintendent and will follow applicable SCCOE collective bargaining unit agreements. Employment by Cypress will provide rights to employees as outlined in the applicable collective bargaining agreement. Cypress shall comply with the EERA.

ELEMENT P: Closure of Charter School

Governing Law: *A description of the procedures to be used if the Charter School closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(P).*

Documentation of Closure Action

The decision to close Santa Cruz County Cypress Charter High School (Cypress), for any reason, will be documented by an official action of the Santa Cruz County Board of Education in accordance with applicable law. The action will identify the reason for the school's closure. The County Superintendent of Schools or his designee will act as the designated entity responsible to conduct closure-related activities. All required records, including a list of students in each grade level and the classes they have completed, together with information on the students' district of residence, if applicable, will be provided to the Superintendent or his designee. All pupil records, state assessment results, and any special education records will be maintained by the Superintendent, as required by law, except for records and/or assessment results that the law may require to be transferred to a different entity.

If feasible to do so, while still maintaining a viable and appropriate educational program, charter school closure will occur at the end of an academic year. Mid-year school closures will be avoided if possible, and the charter school and charter authorizer will work together to ensure that an appropriate, viable, and legally compliant education program continues until the end of the school year.

Cypress will provide advance notice to the Santa Cruz County Board of Education, involved community members and partners, students, teachers, independent contractors, and community of any consideration for Board action of school closure of at least nine months prior to any action, unless unfeasible to do so.

Notification to the California Department of Education, SELPA, and State Board of Education

Cypress will send a notice of the school closure to the Charter Schools Unit at the California Department of Education, and the State Board of Education. The notification will include the following information:

- Charter school name, charter number, and CDS code
- Date of closure action
- The name(s) and contact person(s) for information regarding closure
- The pupils' districts of residence, if applicable; and
- The manner in which a student may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

Notification to Parents and Students

Students of Cypress will be notified as soon as possible when it appears school closure may be imminent. The notification will include information on assistance in transferring the student to another appropriate school, and a process for the transfer of all student records.

Students will be provided with a packet of student information that may include the closure notice, grade reports, discipline records, immunization records, completed courses and credits that meet graduation requirements and college entrance requirements, etc. that will facilitate transfer to another school, if appropriate for the student.

Cypress will communicate with parents of adult students only under written permission of the student.

Notification to Receiving Districts

Cypress will notify any school district that may be responsible for providing education services to former students so the receiving district(s) will be prepared to assist in facilitating student transfers.

Student and School Records Retention and Transfer

Cypress will have a process for the timely transfer of student records to the students' district of enrollment or other school to which the student will transfer. Cypress will assist students in the transfer to other appropriate schools and facilitate the transfer of all student records.

Financial Close-Out

Cypress will commence an independent audit as soon as practicable, or at least within 60 days after the closure of the school, which may coincide with the regular required annual audit of the school. The purpose of the audit will be to determine the net assets or net liabilities of the school. The assessment will include an accounting of all the school's assets, including cash and accounts receivable and an inventory of property, equipment receivable, which may include reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation. The audit will also assess the disposition of any restricted funds received by or due to the School. The cost of the audit may be considered a liability of Cypress.

In addition to a final audit, Cypress will submit any required year-end financial reports to the California Department of Education, the Santa Cruz County Board of Education, and the County Superintendent of Schools in the form and within the time-frame required.

These reports will be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.

Dissolution of Assets

Upon completion of the closeout audit, Cypress administration and the Superintendent will develop a plan for the repayment of any liabilities in conformity with the Suggested Process for Charter School Closures (11/19/01), published by the California Department of Education.

Any net assets remaining after all debts and liabilities of charter school (i) have been paid to the extent of the school corporation's assets, or (ii) have been adequately provided for, shall be returned to the SCCOE.

FINANCIAL DETAILS

1. Budget and Financial Reporting

Governing Law: *The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(g).*

Santa Cruz County Cypress Charter High School (Cypress) will ensure that it operates using a sound financial model. **The following documentation is located in Appendix 7:**

- Budget assumptions
- A projected first-year budget including startup costs and cash flow
- Financial projections for the first three years of operation

These documents are based upon the best data available to Cypress petitioners at this time, including the most recent financial projections under the Local Control Funding Formula.

The budget takes into account the following costs for 2019-20:

Cost of Salaries and benefits for 2019-20

Certificated Salaries	
Certificated Teachers (8.16 FTE)	\$615,158
Certificated supervisors/Admin	\$118,982
Classified Salaries	
Instruction Aides (.25 FTE)	\$5406
Clerical and Office Salaries (1.41 FTE)	\$45,827
Employee Benefits	
STRS	\$125,039
PERS	\$11,988
OASDI/Medicare Alternative	\$3,919
Health and Welfare	\$165,297
Unemployment	\$40
Workers Compensation	\$14,736
OPEB	\$21,937
Total Salary and Benefit	\$1,117,887

Additional Expenditures for 2019-20 also include the following items:

Category	Item	Budgeted
Books and Supplies	Textbooks, Reference Materials, Supplies, Non Capitalized equipment	\$77,303
Services and Operations	Travel, Conference, Technology upgrades, Insurance, Dues and Memberships, Operations, Rent, Leases and repairs, and Consulting	\$132,957
Capital Outlay	Facilities upgrade	\$50,000
Other Outgo	Oversite Fee, Payroll/Business services/Financial System	\$74,262
Total		\$334,522

The student enrollment projections in 2019-20 will result in revenues of \$1.46 Million and expenditures of \$1.4 million. This will result in a budget surplus of \$7,440 in year 1. In the second year, we anticipate \$1.5 Million in funding, \$1.44 Million in expenditures, leaving a surplus of \$54,334. In its third year, Cypress is projecting to receive \$1.5 Million in funding and expend \$1.5 Million, leaving a surplus of \$3,379.

Fund Balance	2019-20	2020-219	2021-221
NET INCREASE (DECREASE) INFUND BALANCE	\$7,440	\$54,335	\$3,379

See APPENDIX 7 for Budget Assumptions, Multi-Year Projection, and Cash-Flow Analysis,

Cypress shall provide reports to the Santa Cruz County Office of Education (SCCOE) as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the SCCOE:

1. By June 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.

2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of Cypress's annual, independent financial audit report for the preceding fiscal year shall be delivered to the SCCOE, State Controller, State Department of Education and the Santa Cruz County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the SCCOE shall include an annual statement of all receipts and expenditures for the preceding fiscal year.

Cypress will provide reporting to the SCCOE as required by law and as requested by the SCCOE including but not limited to the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the Local Control Accountability Plan (LCAP).

Cypress agrees to and submits to the right of the SCCOE to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, Cypress shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the SCCOE.

Oversight

Pursuant to California law, the SCCOE will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the SCCOE may charge for the actual costs of supervisorial oversight of Cypress not to exceed one (1) percent of the revenue of Cypress. The SCCOE may charge up to three (3) percent of the revenue of Cypress if Cypress is able to obtain substantially rent free facilities from the County. Pursuant to Education Code Section 47613(f), "revenue of Cypress" is defined as the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

1. *Audit and Inspection of Records*

Cypress will agree to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:

- Charter school will be subject to oversight by SCCOE.
- The SCCOE's statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of Cypress.
- The Santa Cruz Board of Education will be authorized to revoke this charter for, among other reasons, the failure of Cypress to meet generally accepted accounting principles or if it engages in fiscal mismanagement.

Accordingly, the SCCOE hereby reserves the right, pursuant to its oversight responsibility, to audit charter school books, records, data, processes and procedures through the Office of the Inspector General or other means. The audit may include, but will not be limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement.
- Internal controls, both financial and operational in nature.
- The accuracy, recording and/or reporting of school financial information.
- The school's debt structure.
- Governance policies, procedures and history.
- The recording and reporting of attendance data.
- The school's enrollment process.
- Compliance with safety plans and procedures.
- Compliance with applicable grant requirements.

Cypress will cooperate fully with such audits and will make available any and all records necessary for the performance of the audit upon 30 days' notice to Cypress. When 30 days' notice may defeat the purpose of the audit, the SCCOE may conduct the audit upon 24 hours' notice.

In addition, if the county receives an allegation of waste or fraud or abuse related to Cypress's

operation, Cypress will be expected to cooperate with any investigation undertaken by the Office of the Inspector General, Investigation Unit.

Annual Performance Audit

Cypress agrees to receive and review the annual fiscal and programmatic audit and annual performance report. Annual performance audits shall include the following:

- Review of each component of Initial/Renewal Charter Petition for compliance
- Analysis of whether goals are being met; review of all state and federal student assessment data and reports
- Summary of major decisions made/policies established by the board in each year
- Data on level of parent involvement in governance and operation of the school
- Summary data from annual student/parent satisfaction survey
- Data regarding number of staff, their qualifications and verification of credentials
- Copy of health/safety procedures and summary of any major changes
- Determination of the suitability of the facility in terms of health and safety
- Determination of the suitability of the facility in terms of educational utility
- Review copies of all required documentation (e.g. budget reports, financial projections, leases, insurance, etc.)
- Overview of admission practices
- Number of students actually enrolled
- Waiting lists
- Expulsions and suspensions
- Review of any internal/external dispute resolutions
- Site visit by SCCOE, or designee, including observation of the instructional program

2. Financial Reporting

Cypress will draft a complete set of fiscal control policies and procedures for the Charter's operation. Cypress shall comply with all financial reporting requirements of Education Code Section 47604.33 and shall comply fully with Education Code Section 47604.3.

3. Insurance

As a dependent charter of the SCCOE, Cypress shall either acquire or finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance, or be added to the appropriate policies of the SCCOE. Coverage amounts will be based on recommendations provided by insurer.

Toward this end and during the initial term of this charter, Cypress shall pay for and maintain in full force and effect with an insurance company or companies admitted by the California Insurance Commissioner to do business in the State of California, the following policies of insurance:

- COMMERCIAL GENERAL LIABILITY insurance, which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000.00 per occurrence.
- WORKERS' COMPENSATION INSURANCE, as required by the California Labor Code, with not less than statutory limits.

The Santa Cruz County Board of Education shall be named as an additional insured on all policies of Cypress. Prior to opening, Cypress will provide evidence of the above insurance coverage to the County.

As a dependent charter, these provisions may be met by existing SCCOE insurance provisions. To the extent appropriate, the SCCOE may provide the coverages required or add Cypress as an insured school under existing policies.

4. Administrative Services

Governing Law: The manner in which administrative services of the school are to be provided. Education Code Section 47605(g).

Any charter-requested services from the SCCOE will be by mutual agreement in a separate written agreement. Mutually agreed upon fees, if any, must be in place prior to the charter-requested service. Cypress will establish a competitive bid process balancing quality and price to outsource any of the services not handled through the agreement with the SCCOE.

Subject to availability, Cypress may request SCCOE services including, but not limited to:

- Student health and human services, including access to school mental health and suicide prevention services, support from crisis team, and access to audiology services
- Fingerprinting and criminal record processing
- Processing of emergency credentials
- Bilingual fluency testing
- Non-stock requisition processing
- Rubbish disposal
- District purchasing contracts
- Environmental health/safety consultation
- Field trip transportation
- School mail
- Student information system
- Food services
- Risk management; and

- Attendance accounting.

Pursuant to Education Code Section 47604.32, the SCCOE will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In exchange, Cypress shall pay the SCCOE an oversight fee of up to 1% of revenue in accordance with Education Code Section 47613.

5. *Transportation*

Because Cypress will be a school of choice serving High School Students, it will be the responsibility of students themselves or parents/guardians, as appropriate, to provide transportation to and from the school. Transportation will not be provided to and from school, except as required by law for students with disabilities in accordance with a student's IEP.

Cypress will assist students from across Santa Cruz are able to access its program. For this reason, Cypress will explore a variety of public and private transportation options to ensure students are supported in their attendance at our school.

6. Attendance Accounting

Cypress will implement an attendance recording and accounting system to ensure contemporaneous record keeping which complies with state law. Cypress shall report daily attendance requirements to SCCOE in a format acceptable to the County and State. Required reports regarding daily attendance shall be completed and submitted to requesting agencies.

7. Meaningfully Interested Parties

In keeping with California Education Code 4605(a)(1)(B), Cypress has gathered the requisite signatures of teachers who are meaningfully interested in teaching at the school.

See Appendix 8 for requisite signatures of teachers and other staff who are meaningfully interested in teaching at the school.

8. Notice to Local School Districts

Pursuant to Education Code Section 47605.6(a) (1)(A)-(B), Cypress has notified all Santa Cruz County school districts that it is petitioning the SCCOE to operate a county-wide dependent charter school.

The letter to be sent to school districts is included in Appendix 8.

CONCLUSION

By approving this petition for the establishment of Santa Cruz County Cypress Charter High School (Cypress), the Santa Cruz County Board of Education will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning, create new professional encourage the creation of charter schools. As asserted in the Charter school's mission, we are committed to offering the youth of Santa Cruz County a premier program to obtain a high school diploma with opportunities to acquire academic and technical skills that will lead to college and career readiness.

Cypress petitioners pledge to work cooperatively with the SCCOE to answer any concerns concerning this petition and to present the strongest possible proposal requesting a five year term to begin operation in August 1, 2019. Upon the granting of this charter, Cypress will provide written notice of the approval and a copy of the petition to the California Department of Education and the State Board of Education

			APPENDIX 1
SUBJECT	PUBLISHER	BOOK TITLE	ISBN #
H. English 10	Riverhead Books	The Kite Runner	978-1594631931
H. English 10	Harper Perennial	The Bell Jar	978-0-06-083702-0
H. English 10	Vintage Books	Krik? Krak!	9-780679-766575
H. English 10	Free Press	The White Tiger	9-781416-562603
English 10	Houghton Mifflin	The Things They Carried	0-7679-0289-0
English 10	Philomel Books	A Land of Permanent Goodbyes	978-0-525-51601-9
English 10	HarperTeen	Monster	9-780064-407311
English 12	Scholastic	Tasting the Sky	9-781338-220858
English 12	Grove Press	Sightseeing	978-0-8021-4234-4
English 12	Farrar, Straus, and Giroux	Moth Smoke	0-374-21354-2
AP English	Barnes and Noble Classics	Pride and Prejudice	978-1-59308-201-7
AP English		Master and Margarita	
H. English 10	Soho Press	Breath Eyes Memory	978-1-61695-502-1
H. English 10	Vintage Books	The Death of Ivan Ilyich	978-0-307-95133-5
H. English 10	Harper Perennial	Their Eyes Were Watching God	978-0-06-083867-6
English 10	Vintage International	The Road	978-0-307-38789-9
English 12	Alfred A. Knopf	Stay With Me	978-0-451-49460-3
H. English 10	Doubleday	Tuesdays With Morrie	9-780385-484510
H. English 10	Dell Publishing	Slaughterhouse Five	978-0-440-18029-6
English 10	Fantagrapic Books	Palestine	9-781-56097-432-1
H. English 10	Scribner	The Great Gatsby	978-0-7432-7356-5
English 10	Pantheon Books	Maus	978-0-394-74723-1
English 12	Penguin Group	Drifting House	978-0-670-02325-7
English 12	Pantheon Books	Persepolis	978-0-375-71457-3
AP English		Homegoing	
AP English		In Cold Blood	
AP English		A Walk in the Woods	
H. English 10	Picador	City of Glass	978-0-312-42360-5
AP English	Signet Classics	One Day in the Life of Ivan Denisovich	978-0-451-53104-9
English 10	Vintage Contemporaries	Bodega Dreams	978-0-375-70589-2
English 9		The Illustrated Man	
English 9		The Alchemist	
English 9		Absolutely True Diary of a Part-Time Indian	
English 9		Nowhere	

SUBJECT	PUBLISHER	BOOK TITLE	ISBN #
World History	Teachers Curriculum Institute	History Alive! World Connections	978-1-58371-948-0
World History	Brown University	The Choices Program	978-1-60123-178-9
Geography & Global Cultures	Teachers Curriculum Institute	Geography Alive! Regions and People	978-1-934534-68-7
U.S. History	Teacher's Curriculum Institute	History Alive! Pursuing American Ideals	978-1-934534-51-9
U.S. History	Seven Stories Press	A Young People's History of the United States, Vol. 1 and 2	978-1-58322-769-6
Honors U.S. History	Bedford St. Martin's	America: A Concise History	978-0-312-48541-2
Honors U.S. History	Bedford St. Martin's	Going to the Source, Vol. 1 and 2	978-0-312-44822-6
Psychology	Thomson	Psychology: Themes and Variations	978-0-495-10058-4
Psychology	Center for Learning	Psychology	978-1-56077-547-8
Philosophy	Blackwell	Western Philosophy: an anthology	978-1-4051-2477-5
Philosophy	Prufrock Press	Philosophy for Teens	978-1-59363-202-1
Economics	EMC	Economics: news ways of thinking	0-8219-3401-5
Economics	National Council on Economic Education	Capstone: exeply lessons for high	978-1-56183-516-1
Government	Teachers Curriculum Institute	Government Alive!	978-1-934534-01-4

SUBJECT	PUBLISHER	ISBN #	BOOK TITLE	
Chemistry	Prentice Hall Eugene LeMay, Jr.	0-13-058060-0	Chemistry: Connections to Our Changing World (2002)	
Biology	Prentice Hall Miller and Levine	0-13-050730-X	Biology (Dragonfly Cover - 2002)	
AP Environmental Science	Miller and Spoolman Cengage Learning	978-0-538-49566-	Living in the Environment	
AP Biology			UC Scout (On Line)	

SUBJECT	PUBLISHER	BOOK TITLE	ISBN #
Spanish 1	Prentice Hall	Realidades 1	9-780131-359513
Spanish 2	Prentice Hall	Realidades 2	9-780130-359513
Spanish 3 and 4	Vista higher learning	Descubre 3	9-781680-047202

SUBJECT	PUBLISHER	BOOK TITLE	ISBN #	
Integrated Math 1	Core Connections Integrated 1	Math 1	9781603283236	
Integrated Math 2	Core Connections Integrated 2	Math 2	9781603283489	
Integrated Math 3	Core Connections Integrated 3	Math 3	adoption in progress	
Pre Calculus	Blitzer PreCalculus 4th ed	PreCalc	9780321559845	
	numberphiles	All levels		
	acapella science	all levels		

Virtual Art Instructor	https://thevirtualinstructor.com/		
"Design Basics"	Author: Stephen Pentak,	Publisher: Cengage	
	David A. Lauer		
"Anatomy for the Artist"	Author: Tom Flint,	Publisher: Barnes and Noble	
	<u>Peter Stanyer</u>		

CHARTER SCHOOLS

- A. Rationale: This policy applies to all Charter Schools that are chartered by educational entities located within the North Santa Cruz County SELPA. Additionally, this policy applies to any charter school petition granted by the State Board of Education (SBE) in which oversight responsibilities have been assigned to a district within the SELPA [Education Code 47605 (k) (1)]. .

- B. Policy Statement: Students enrolled in charter schools are entitled to special education services in a manner similar to those enrolled in public school in the district, charter schools within the SELPA shall comply with all requirements of applicable state and federal law regarding provision of special education services (Education Code §56000 et seq., Individuals with Disabilities Education Act 20 U.S.C. Chapter 33). A charter school shall not discriminate against any pupil in its admission criteria, including on the basis of disability. The charter school's participation in the SELPA will be determined by whether it operates as a school of its chartering district or an LEA member of a SELPA. If the charter school is operating as an LEA member of the SELPA, the charter school shall be treated as all other SELPA-member LEAs by the administrative unit, SELPA Governing Board and the SELPA Administrator.

Charter schools that are categorized as dependent and not deemed a LEA for special education purposes are aligned with the chartering district. They will participate in the federal/state funding in the same manner as the other schools within the chartering district. The chartering district shall be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education services in the same manner that is consistent with all applicable provisions of state and federal law.

A charter school may apply to become a LEA for special education purposes. The Special Education Coordinating Agency Governing Council shall determine whether the charter school has provided requisite assurances. Once approved as a LEA, the charter school shall participate in the governance of the SELPA in the same manner as other school districts within the SELPA.

- C. Charter Petition and Review by SELPA :

Prior to approval or renewal of a petitioning charter, the superintendent or designee of the chartering entity shall consult with the SELPA Administrator regarding the sufficiency of items related to the provision of special education services contained within the petition. The petition shall provide that no student otherwise eligible to enroll in the charter school will be denied enrollment due to a disability or to the charter school's inability to provide necessary services, regardless of the availability of services the student needs within the charter school's regular education program. Each charter

petition must contain a reasonably comprehensive description of the charter school's education program, as it related to the provision of special education services, including the following:

1. All eligible students enrolled in the charter school will receive appropriate special education services in accordance with applicable state and federal laws and regulations, as well as the local plan;
2. The district where the student resides, if different than the chartering entity, is not responsible for providing special education services to students that are enrolled in the charter school;
3. No student otherwise eligible to enroll in the charter school will be denied enrollment due to a disability or to the charter school's inability to provide necessary services;
4. Staff members providing special education services are appropriately credentialed;
5. The facility used by the charter school does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular program; and
6. Disenrollment, suspension, and expulsion policies and procedures shall ensure that the protections of federal and state law are afforded to special education students.
7. Dispute resolution procedures that will apply to any disputes between educational entities, including the SELPA, regarding the provision of special education services in the charter school.

Each charter petition must contain a reasonably comprehensive description of the charter school's educational program. This description should include information about the specialized instruction and services available at the charter school and the procedures for ensuring that students are referred, assessed, and served in a timely manner. The petition or a memorandum of understanding (MOU) must also identify the entity that will be responsible for providing special education instruction and related services, reference any anticipated transfer of special education funds between the granting entity and the charter school for the purposes of providing special education and related services, and include provisions for sharing deficits in funding.

D. Categories of Charter Schools

For the purpose of provision of special education services, charter schools shall be deemed either a public school within the chartering LEA or an LEA that receives funds and provides services independent of the chartering entity. All approved charter schools will be deemed a public school within the chartering entity until the charter school has been deemed an LEA following this policy, the local plan and approval by the SELPA

Governing Board. The categorization as a separate LEA will become effective on the first day of the fiscal year (July 1), following final approval by the SELPA Governance Board.

E. Public School within a School District or County Office

Charter schools that are deemed to be public schools within the chartering entity will participate in state and federal funding in the same manner as other schools or programs within the chartering entity. The chartering entity may not grant a charter on the condition that the charter school must become an LEA. The chartering entity will determine the equitable share of funding and/or services to be distributed to the charter school, as well as policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school in the same manner as students enrolled in other schools or programs administered by the chartering entity.

The chartering entity will:

1. Receive all applicable special education funds as specified in the SELPA's AB 602 Funding Allocation Plan and ensure that the allocated funding is distributed to the charter to provide or procure special education and related services and/or used by the LEA to provide or procure special education and related services to the charter
2. Represent the needs of the charter school in the SELPA governance structure;
3. Be jointly responsible for ensuring that all eligible students enrolled in the charter school are appropriately referred, assessed and served consistent with all applicable provisions of state and federal law, in a timely manner, and in the same manner as a student with disabilities who attends another public school of that LEA, no matter where the child may live; and
4. Ensure that the charter contributes an equitable share of its charter school block grant funding to support LEA-wide excess costs for special education instruction and services, including, but not limited to, special education instruction and services for student with disabilities who are enrolled in the charter school.

The chartering entity and charter school may enter into agreements or Memo of Understanding (MOU) whereby the charter school contributes a fair share of its funds towards the costs of district wide special education services, programs, and administration which its chartering district funds out of its general funds.

F. Charter School as an LEA within the SELPA

A charter school that includes in its petition for establishment or renewal, or that otherwise provides verifiable written assurances that the charter school will participate as an LEA for the purposes of providing special education, may apply to become a member of the North Santa Cruz County SELPA or another SELPA. A request from a charter

school to participate in the North Santa Cruz County SELPA will be treated in the same manner as such a request from a school district. The charter petition or other written assurances should state that prior to final approval of a request to be deemed an LEA, the charter school will be deemed a public school within the chartering entity.

Charter schools that wish to become member LEAs in the North Santa Cruz County SELPA must submit their application on or before February 1 of the school year prior to implementation (i.e., one year and one day) of the school year preceding the school year in which the charter school anticipates operating as a member LEA within the SELPA. The SELPA Administrator and Special Education Council will review the application and develop an action recommendation for the SELPA Governance Board. The SELPA Governance Council will take action to approve or disapprove the charter school as a member LEA.

The SELPA Governance Council decision will be based on whether the charter school has met all requirements to be included as a member LEA of the SELPA. These requirements include:

1. Will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act (IDEA, 20 USC 1400 et seq.), Section 504 of Public Law 93-112, 20 USC 8065 (a) and the provisions of the California Education Code, Part 30;
2. Will ensure that all individuals with exceptional needs (ages birth to 22) shall have access to appropriate special education programs and services;
3. Will assure that no child eligible for special education and related services seeking to enroll in the charter school will be denied nor discouraged from enrollment due to disability or due to the charter school's concern about its ability to provide appropriate services;
4. Will assure that the charter school will fully inform parents of students with disabilities seeking enrollment in the charter school of their rights and educational options available;
5. Will deliver special education and related services to any eligible child enrolled in the charter;
6. Will expend all state and federal special education funds for the sole purpose of providing special education instruction and/or services to eligible students with disabilities;
7. Will assure the charters obligation to "search and serve," pay the costs of special education whether or not those costs are adequately covered from the charter's SELPA allocation, and that it has adequate reserves to cover those costs;
8. Will assure the charter will adhere to all policies, procedures, obligations and requirements of the SELPA Local Plan For Special Education, including the Funding Allocation Model;
9. Will utilize SELPA-approved forms and documents including use of internet based IEPs, and will follow all SELPA agreements, policies, and procedures;

10. Will ensure that students will be instructed in a safe environment with no physical barriers that would prevent full participation in educational and extracurricular activities;
11. Will provide the SELPA with a copy of the charter school's original petition, as approved by the chartering entity and any subsequently approved amendments to the charter;
12. Will follow all federal and state laws regarding discipline and assume funding responsibility for change of placement/alternative settings due to disciplinary issues;
13. Will provide SELPA will copy of charter's current operating budget in order to assure fiscal responsibility in accordance with Ed Code 42130 and 42131;
14. Understands its legal and financial responsibilities to provide appropriate special education services to eligible students. Financial responsibilities may include, but are not limited to, instruction, related services, transportation, non-public school/agency placements, inter/intra SELPA placements, due process hearing proceedings and attorney fees; and
15. Will not seek defense or indemnification from the SELPA or SELPA members unless liability is the result of acts or omissions of other agencies, their agents or employees, while performing services under an agreement.

If approved, LEA status will become effective on July 1 of the next school year. Prior to final approval and full acceptance as a member LEA, the charter school will continue to be deemed a public school of the chartering district. Once approved, the LEA charter school will choose a representative to the Governance Board, a representative to the Special Education Council, and the ad hoc AB 602 Finance Committee. The representative to the Governance Board must be the chief executive officer pursuant to the Governance Board bylaws. The representative to the Special Education Council and AB 602 Finance Committee must be an authorized agent designated by the governing board of the charter school.

If disapproved of LEA status, the SELPA administrator will provide the applicant with a written finding that delineates the reason(s) for disapproval.

Once deemed a member LEA, the charter school, like other member LEAs shall:

1. Fully participate in governance of the SELPA in the manner outlined in the local plan and shall choose a representative to the SELPA Governance Council and to the SELPA Special Education Council;
2. Accept all responsibilities of an LEA in the implementation of the local plan;
3. Fully comply with policies and procedures outlined in the local plan and procedural handbooks;
4. Contribute to, participate in, and receive the benefits of regionalized services;

5. Receive state and federal funding for special education in accordance with the SELPA AB 602 Funding Allocation Plan;
6. Be responsible for all costs incurred in the provision of special education and related services, including but not limited to instruction, services, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees, without regard for the location in which the student may reside;
7. Document that all state and federal special education funds apportioned to the charter school are used for the sole purpose of providing special education instruction and/or related services to identified students with disabilities; and
8. Return any special education apportionment not used solely for the purpose of providing special education instruction and/or related services to identified students with disabilities, if recaptured by the SELPA for reallocation to other LEAs.
9. Annually collect data and submit to the SELPA by June 30 of each year, the total number of students who submitted an application and were accepted into the charter school in the previous school year (i.e., submit June 30, 2013 for the 2012-2013 school year):
 - a. the number of general education and special education student (students with either Individualized Education Plan (IEP) or Section 504 Plan) who applied for admission to the charter school; and
 - b. the number of general education and special education students who were admitted to the charter school during the previous school year.

Following approval by the Governance Board, the SELPA local plan must be amended, the governing boards of all participating LEAs must approve the amendment, and the amended local plan must be submitted to CDE for final approval. If the approval of a charter school as an LEA requires a change in the SELPA AB 602 Funding Allocation Plan, such change shall be adopted pursuant to the policy-making process outlined in the local plan.

The terms of this policy are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the policy shall remain in effect, unless mutually agreed otherwise by the members of the SELPA Governing Board after review by the Special Education Council. The SELPA Governing Board members agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely and proactive fashion.

ASSEMBLY BILL (AB) 602

Funding Allocation Plan

Revised and Adopted by:
Special Education Coordinating Agency (SECA)
March 24, 2016
Updated: May 19, 2016
Updated: February 16, 2017

North Santa Cruz County Special Education Local Plan Area (SELPA)
400 Encinal Street
Santa Cruz, CA 95060
831-466-5700

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PREFACE

The Funding Allocation Plan reflects the most current information as of January 2017. If there are major legislative or fiscal changes, this plan will be revisited and reviewed accordingly with final approval from the Special Education Coordinating Agency (SECA) by February 1 of the current school year.

FUNDING ALLOCATION MODEL NOTES:

By March SECA meeting of each year the funding allocation plan shall be evaluated and reviewed on an annual basis by Special Education Council (SEC) and the AB602 committee. Any adjustment shall be brought forward to SECA and discussed for potential approval.

GUIDING PRINCIPLES

The following guiding principles were utilized in the development of this proposal:

1. SELPA members agree that all children with exceptional needs residing in this SELPA should be appropriately served.
2. In order to deliver appropriate services to all students, the SELPA members believe in everyone working together as a team for the good of all. The cooperation of the business offices and program departments is critical. Where appropriate and cost effective to do so, efforts will be made to operate services in a SELPA-wide coordinated fashion.
3. Fairness and equity shall be the basis of the development of this Funding Allocation Plan.
4. Federal and state revenues will flow directly from the state to the SELPA Administrative Unit, which is currently the County Office of Education (COE). In turn, the SELPA Administrative Unit will allocate the funds to SELPA members according to this Funding Allocation Plan.
5. SELPA member districts will retain their own decision making on how to use their funds in serving special education students based on needs outlined in their Individualized Education Program (IEP).
6. This Funding Allocation Plan will be kept as simple as possible and yet be flexible and useful in serving special education students.
7. The distribution of funding will be understandable, predictable, and timely.
8. SELPA members will commit to timely reporting and analysis of all relevant data necessary for the allocation and distribution of funds.
9. This Funding Allocation Plan will be in legal compliance with federal and state laws.
10. Disputes regarding this Funding Allocation Plan will be resolved at the lowest level possible with final appeal to SECA.
11. Provide technical assistance and program support to districts to ensure effective service delivery to students and families by SELPA, COE or districts.
12. Provide an incentive for providing cost-effective programs for students in public school programs.
13. Provide no incentive for districts to over-identify students for special education services.
14. Recognize that districts have been, and will need to continue contributing special education revenue limits and general fund contributions to cover special education costs.

ALLOCATION PLAN FUNDING COMPONENTS

1. Distribution of Funds

All funds flow from the State directly to the North Santa Cruz County (NSCC) Special Education Plan (SELPA) Administrative Unit (AU), which is the Santa Cruz County Office of Education. The SELPA Administrative Unit, in turn, allocates the funds to SELPA-member Local Education Agencies (LEAs or districts) according to this SELPA Allocation Plan.

The NSCC SELPA's AB602 funding entitlement is based on the SELPA's prior year funded P-2 Average Daily Attendance (ADA) multiplied by the SELPA's prior year base rate. The actual State funding comes from two sources – Local Special Education Property Taxes and State Aid. The AB602 base entitlement is first funded by the Local Special Education Property Taxes. In addition, the SELPA receives the Federal Local Assistance Entitlement Grant. The Federal Local Assistance Grant is funded by December 1999 pupil count, the relative number of children enrolled in public and private elementary and secondary schools within each SELPA's jurisdiction, and the relative number of children living in poverty using free and reduced price meal participation as the indicator of poverty. The State also provides AB602 funding per ADA for Growth/Declining ADA, a Cost of Living Allowance (COLA) on the Base entitlement, Low Incidence (LI) Materials, Services and Career Technical Education (funded on prior year December Pupil Count), Out-of-Home Care (FFH & LCI bed counts) and a NPS/LCI Extraordinary Cost Pool (for LEAs with placement costs that exceed the State base amount).

The SELPA AU will distribute to SELPA-member LEAs the total dollars earned based on the higher of current year or prior year P-2 K-12 ADA for both State funding and Federal funding. Should an LEA or Charter within a LEA leave the SELPA, the Federal funds will be distributed based on current year P2 ADA less the entities ADA that has left. The distribution of funds for the State funding shall be made in accordance with the same flow of funding that has been established by the California Department of Education (CDE). This amount will be adjusted annually based on an adjusted special education COLA, growth or a decline in revenue due to a loss of ADA, and will be allocated on the **higher** of current or prior year P-2 K-12 ADA. (Exhibit A)

AB 602 Calculations

Revenue

- Step 1: Revenue is earned by using the higher of current year or prior year P-2 K-12 ADA (including charter schools).
- Step 2: Calculate each LEA earned special education AB602 base
(Includes, Property Taxes, and AB602 State Aid such as Growth/Declining ADA, COLA, & supplements)
(Example: 2010-2011 \$720.12 x P-2 K-12 ADA = each LEA's allocation)

Calculate each LEA earned IDEA Basic Federal Local Assistance grant based on the criteria stated above.
- Step 3: Identify other revenues: Federal Preschool Grants, Infant Program funding, Low Incidence Funding

Step 4: Allocate other federal grant funds as follows:

Federal Preschool Grant: Allocation based on the average of prior year December 1st and April 1st LEA non-regional Preschool Special Day Class (SDC) and language and speech related services counts. Allocated only to those LEAs that operate non-severe preschool SDC programs.

- a. **Preschool Local Entitlement Grant:** Allocation based on average of prior year December 1st and April 1st LEA non-regional Preschool SDC and language and speech related services counts. Allocated only to those LEAs that operate non-severe preschool SDC programs.
- b. **Preschool Staff Development:** The allocation of these funds is distributed 100% to the LEAs. The allocation to LEAs is based on each LEA's prior year special education unduplicated December 1st pupil count of students ages 3 through 5 years.
- c. **Infant Part C:** Allocated to Santa Cruz County Office of Education
- d. **Infant State Entitlement:** Allocated to Santa Cruz County Office of Education

Step 5: Estimated and actual revenue will be reported to each local education agency using the report format in Exhibit B

Step 6: Determines: Total available revenues SELPA-wide

SPECIAL EDUCATION REVENUE SUMMARY REPORT

7

DISTRICT: SELPA-WIDE

EXHIBIT A

AB602 REVENUE

AB602 REVENUE	Exhibit	Amount
AB602 Base	J-1	
COLA	J-2	
Growth or Declining ADA Adjustment	J-3	
		\$
Subtotal	J-4	-
Low Incidence Funding (SELPA)	J-6	
Out of Home Care	J-7	
	J-8	\$
Extraordinary Cost Pool		-
Total Apportionment per CDE Exhibit	J-10	
Local Special Education Property Taxes	B-10	
Total Deductions	B-11	
		\$
Subtotal		-
		\$
TOTAL REVENUE		-
LOCAL ADJUSTMENTS PRIOR TO DISTRIBUTION		
SELPA Operations		
Emergency Pool (if below \$50,000, see section 3h)		
LCI		
\$500,000 offset for Regional Programs (not including Autism Programs)		
30% Proportional Autism Program Costs		
70% Utilization Autism Program Costs		
100% Utilization All Other Regional Program and Service Costs		
Low Incidence Equipment Service Grant		
SELPA Professional Development		
Infant Program Excess Costs (not covered by 6510 & 6515)		
		\$
TOTAL ADJUSTMENTS		-
	Resource	
	3310	
TOTAL AB602 REVENUE & IDEA DISTRIBUTION		\$ -

ADDITIONAL SPECIAL EDUCATION REVENUE

Grant Name	Resource	Amount
Preschool Grant	3315	
Preschool Local Entitlement	3320	
Preschool Staff Development	3345	
Early Intervention, Part C (COE-run Program)	3385	

Early Education for Individuals with Exceptional Needs (COE-run Program)	6510	
Infant Discretionary Funds (COE-run Program)	6515	
TOTAL OTHER REVENUE		\$ -

2. SELPA Funds and Services

Funding for the SELPA administration and office services and regionalized services are funded first. Low Incidence Materials, Services and Career Technical Education will be divided between LI equipment and service based upon the 2013-14 funding allocation plus COLA. The distribution of LI service funds to LEAs will be based on the distribution in 2013-14 plus COLA. Remaining AB602 funds are then allocated to LEAs.

The SELPA office will provide both legally required services and those services designated by SECA. SELPA services include the following:

- Develop special education program procedures and policies
- Provide curriculum/staff development and program coordination
- Develop and implement interagency agreements
- Coordinate the management information systems, data collection, processing, and pupil count support
- Oversee Coordinated Compliance Reviews (CCRs) and other State-mandated reviews
- Facilitate the Community Advisory Committee (CAC)
- Collect and verify data for State-required budget reports, expenditure reports, pupil counts, outcome indicators, suspensions/expulsions, annual personnel reports and other reports as mandated
- Display a SELPA budget for special education and related services
- Conduct public hearings for Annual Budget and Annual Service Delivery Plan

3. Allocation of Funds to Emergency Pool for the Small Non-Charter Districts for Nonpublic Schools (NPS) Placements and Regional SDC Placements

In 2017-2018, the LEAs in this pool include: Bonny Doon, Pacific Elementary, Happy Valley and Mountain Elementary

At the end of fiscal year 2016-2017, the previously established emergency pool of \$150,000 will be funded as follows:

The ending balance remaining in the pool at the end of the 2016-17 fiscal year, will be the beginning balance for the 2017-2018 fiscal year.

Beginning with the 2017-2018 fiscal year, and thereafter annually, the emergency pool will be maintained by the members accessing the pool to fund NPS placements and regional SDC placements for contributing member LEAs of less than 200 ADA.

At the end of each fiscal year beginning in fiscal year 2016-2017, any remaining AB602 balance from the LEAs in the pool will be added to the emergency pool.

- a. Contributing member LEAs named in item 3 can access the pool for placements in excess of one (1) student. The placements will be funded as follows:

- 1st Student – District Pays
- 2nd Student – Pool Pays 100%
- 3rd Student – Pool Pays 50%
- 4th Student – Pools Pays 25%

First placement will be determined by enrollment date in program. This process will stay in place until the student(s) leaves the school.

- b. A placement is considered new when it is effective after June 30th.
- c. For NPS placements, at year-end, contributing member LEAs will submit their qualifying claims to the AU, which include a copy of the NPS/NPA master contract, individual services agreement (ISA), and paid invoices.
- d. The total number of claims for the current year will be determined.
- e. If the total amount of claims exceeds the amount in the pool, claims will be paid on a pro-rata basis using the total pool set aside divided by the total dollar amount of the eligible claims.
- f. Distribution of the pool will commence when all claims have been received, but no later than August 30 of the next fiscal year.
- g. If a district's claim for NPS costs exceeds the State threshold for an NPS placement, the district will submit an Extraordinary Cost Pool claim to the SELPA for reimbursement for the fiscal year in which the tuition was paid. When the Extraordinary Cost Pool reimbursement from the State is distributed to the SELPA, the funds received will be reallocated back to the pool.
- h. If the funds are not utilized in any given year, the funds will roll over to the next fiscal year. If the fund balance falls below \$50,000 at the end of the fiscal year, after the AB602 money from the contributing member districts has been applied, then the emergency pool will be replenished to \$50,000 by all SELPA member districts based on ADA.

4. Allocation of Funds for Regional Special Education Programs/Services

AB602 Funding of Regional Special Education Services:

All Regional Services will be fully funded.

The Regional Services are:

- Visually Handicapped (VH) - COE
- Orthopedically Handicapped (OH) - COE
- Hard of Hearing (HOH) – Santa Cruz City Schools (SCCS)
- Transition Services - SCCS (Students ages 16 and above, unless otherwise indicated on a student's IEP. (EC 56345 (8)))

The total cost of each Regional Service will be divided by the average of the total December 1st and April 1st student enrollment. This per pupil cost will be multiplied by each LEA's actual average of the December 1st and April 1st enrollment counts for each Itinerant Regional Service.

Funding will be based on the projected operating costs, which will be based on an approved set of criteria, less other sources of revenue. The forms to report operating costs (Exhibit B) will be used to budget for each new fiscal year and to report actual costs of the last fiscal year.

The committee-approved cost factors are used for facilities and operations.

LEA costs are used for teacher and instructional assistants' salaries including benefits, and administrative and pupil support costs.

Related services (Exhibit B Worksheet) such as Occupational Therapy (OT), Speech and Language (S&L), and Adapted Physical Education (APE) will be based on documented services in the IEP. The amount then claimed would be based on a percentage of specialist's caseload applied to the specialist's salary.

Specialized supplies and equipment identified and documented through the IEP process, that are not funded through insurance or low incidence funds, shall be purchased by the district of residence for the student and follow the student (i.e. iPad used for AAC).

Services not documented through an IEP shall be documented using time/log sheets for each staff member with students served clearly identified. If such time/log sheets are not submitted, there will be no reimbursement for these services. Examples of non-IEP documented services include nurse and psychologist.

Indirect costs are based on the SELPA average of the current school year member LEA approved indirect rates. Revenue from other sources is deducted from the total costs to calculate net costs to be funded.

Regional special education programs/services will operate within the funding allocation approved by SECA unless they choose to operate beyond the allocation and are funded within the LEA.

Revenues:

The revenues for the infant program and federally funded preschool program are excluded from the AB602 base, and those pupils are excluded from the ADA used to calculate the cost per pupil for purposes of allocating AB602 funds

All non-AB602 revenue sources attributable to Regional special education programs/services (grants, Medi-Cal Administrative Activities (MAA), LEA Medi-Cal Reimbursement, Federal Mental Health etc.) will be used to fund regional operations. The balance of the revenue needed for regional operations will be funded through the AB602 transfer contribution from each LEA.

AB602 Funding of Regional Special Education Programs:

The total cost of each Regional Program will be divided by the average of the total December 1st and April 1st student enrollment in the Regional Programs. This per pupil cost will be multiplied by each LEA's actual average of the December 1st and April 1st enrollment counts.

a. Regional Program Utilization

Starting in the 2017-2018 fiscal year, Regional Program Costs will be as follows:

Regional Autism Programs will be funded at a thirty percent proportional and seventy percent utilization cost. Each LEA will contribute proportionally based on ADA (30%). The remaining 70% will be charged to districts based on the utilization of Regional Autism Programs.

All other Regional Programs' costs will be reduced by a \$500,000 contribution by all LEAs based on ADA. The balance of these Regional Program costs will be charged to districts based on 100% utilization.

This funding model was developed based on a philosophy of shared investment to fund Autism and Non-Autism Programs across the SELPA for equitable student benefit.

Funding of Non-Regional Programs and Services:

The one hundred percent (100%) utilization charge for an individual special education service agreement between two SELPA-member LEAs (non-regional program) will be calculated using the program cost factors for LEA Billing. (Exhibit B)

Each Provider LEA shall outline the Individual Special Education Service Agreement in a Memorandum of Understanding (MOU) for the receiving LEA.

5. Special Education Revenue Generated by Students in Alternative Education Programs

Alternative Education programs include court and community schools, pregnant minor programs, and homeless programs.

Special education services provided in the Alternative Education program will be funded as its own LEA and will be funded in the same manner as in Section 1 above.

6. Direct Service Districts (as defined by Educational Code)

Direct service districts are encouraged to provide services through a group hiring of staff and/or by using multiple funding sources to fund a position within the site.

7. Maintenance of Effort

In order to receive its grant of Part B funds, the composite budget for the education of children with disabilities by the LEAs within the SELPA is at least the same total or per-capita (child with a

disability) amount from the combination of State and Local funds as the LEAs spent for that purpose from State and local funds the previous fiscal year. (34 CFR Sec. 300.231 (c) (1)).

Generally for the purposes of addressing this requirement, the SELPA may treat as local funds up to 50 percent of any increase in Part B funds it receives in excess of what it received the prior year.

- The Maintenance of Effort (MOE) will be conducted at the SELPA level on an annual basis and will include composite budget and expenditure figures for all LEAs within the SELPA.

There are two tests:

- a. Current year Budget to Prior year Actual
- b. Prior year Actual to second year Actual
 - Budget to actual establishes eligibility for funds
 - Actual to actual may lead to repayment of funds if MOE test is failed
 - Both tests are made at the SELPA level using composite information from the LEAs within the SELPA

Exceptions to Maintenance of Effort

An LEA may reduce the level of expenditures below the level of those expenditures for the previous fiscal year if the reduction is attributable to State-approved exceptions.

Failure to Meet Maintenance of Effort – When the North Santa Cruz County SELPA fails to meet either Test 1 or Test 2 of Maintenance of Effort in any given year, any fiscal penalty will be applied to those LEAs that individually failed the test.

If necessary in order to meet MOE at the close of the fiscal year, Federal Funds may be transferred between districts in exchange for State funds. The redistribution of State and Federal funds will have a net zero effect on the districts; budgets as a whole.

8. Children Residing in Licensed Children’s Institutions (LCIs) and Foster Family Homes (FFH)

For children referred to as “LCI/FFH” students, the “LCI/FFH” designation refers to their living arrangements and not a school placement. The Santa Cruz County Office of Education serves as the district of residence for those students residing in LCIs within the SELPA’s physical boundaries.

Special education funds are used to support the education of LCI/FFH students:

- a. Students residing in an LCI within the SELPA are served in special education classes within the SELPA. Students may receive placement and services in a LEA-operated program, regional program, or NPS as determined by the student’s Individual Education Program (“IEP”). Funding for these students’ educational placements is paid by AB602 dollars prior to the distribution of funds to the districts.

- b. Students living in an FFH are served by the LEA where the FFH is located. Students living in an FFH are served by an LEA-operated programs (RSP or SDCs) and/or receiving related services through the LEA's AB602 base.

In addition, the SELPA office will take an active role in working with other agencies regarding the appropriate implementation of laws and regulations regarding notice for LCI students being placed within the SELPA.

9. Inter-SELPA Transfers and Services

- a. Inter-SELPA transfers (between North Santa Cruz County SELPA member districts and districts from other SELPAs).

Students from other SELPAs receiving services, or attending Special Education Programs, through SCCOE and/or other member LEAs will be charged actual program costs as outlined in a Memorandum of Understanding (MOU).

10. Inter-district Transfers within the SELPA

The receiving district of a student with an IEP on an Inter-district transfer accepts responsibility for all costs of special education services for that student. The receiving district will invite the sending district to attend all IEP meetings for the student. Additionally, when a general education student on an Inter-district transfer is referred for special education assessment, the receiving district will immediately notify the sending district of such referral.

11. Charter Schools

Students enrolled in charter schools are entitled to special education services in a manner similar to those enrolled in public school in the district, charter schools within the SELPA shall comply with all requirements of applicable state and federal law regarding provision of special education services (Education Code §56000 et seq., Individuals with Disabilities Education Act 20 U.S.C. Chapter 33). A charter school shall not discriminate against any pupil in its admission criteria, including on the basis of disability. The charter school's participation in the SELPA will be determined by whether it operates as a school of its chartering district or an LEA member of a SELPA. If the charter school is operating as an LEA member of the SELPA, the charter school shall be treated as all other SELPA-member LEAs by the administrative unit, SELPA Governing Board and the SELPA Administrator.

Charter schools that are categorized as dependent and not deemed a LEA for special education purposes are aligned with the chartering district. They will participate in the federal/state funding in the same manner as the other schools within the chartering district. The chartering district shall be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education services in the same manner that is consistent with all applicable provisions of state and federal law.

A charter school may apply to become a LEA for special education purposes. The Special Education Coordinating Agency Governing Council shall determine whether the charter school has provided requisite assurances. Once approved as a LEA, the charter school shall participate in the governance of the SELPA in the same manner as other school districts within the SELPA.

LEA status will become effective on July 1 of the next school year. Prior to final approval and full acceptance as a member LEA, the charter school will continue to be deemed a public school of the chartering district. Once approved, the LEA charter school will choose a representative to the Governance Board, a representative to the Special Education Council, and the Finance Advisory Committee. The representative to the Governance Board must be the chief executive officer pursuant to the Governance Board bylaws. The representative to the Special Education Council and AB 602 Finance Committee must be an authorized agent designated by the governing board of the charter school.

If disapproved of LEA status, the SELPA administrator will provide the applicant with a written finding that delineates the reason(s) for disapproval.

Once deemed a member LEA, the charter school, like other member LEAs shall:

- a. Fully participate in governance of the SELPA in the manner outlined in the local plan and shall choose a representative to the SELPA Governance Council and to the SELPA Special Education Council;
- b. Accept all responsibilities of an LEA in the implementation of the local plan;
- c. Fully comply with policies and procedures outlined in the local plan and procedural handbooks;
- d. Contribute to, participate in, and receive the benefits of regionalized services;
- e. Receive state and federal funding for special education in accordance with the SELPA AB 602 Funding Allocation Plan;
- f. Be responsible for all costs incurred in the provision of special education and related services, including but not limited to instruction, services, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees, without regard for the location in which the student may reside;
- g. Document that all state and federal special education funds apportioned to the charter school are used for the sole purpose of providing special education instruction and/or related services to identified students with disabilities; and
- h. Return any special education apportionment not used solely for the purpose of providing special education instruction and/or related services to identified students with disabilities, if recaptured by the SELPA for reallocation to other LEAs.
- i. Annually collect data and submit to the SELPA by June 30 of each year, the total number of students who submitted an application and were accepted into the charter school in the previous school year (i.e., submit June 30, 2013 for the 2012-2013 school year):
 1. the number of general education and special education student (students with either Individualized Education Plan (IEP) or Section 504 Plan) who applied for admission to the charter school; and

2. the number of general education and special education students who were admitted to the charter school during the previous school year.

Following approval by the Governance Board, the SELPA local plan must be amended, the governing boards of all participating LEAs must approve the amendment, and the amended local plan must be submitted to CDE for final approval. If the approval of a charter school as an LEA requires a change in the SELPA AB 602 Funding Allocation Plan, such change shall be adopted pursuant to the policy-making process outlined in the local plan.

The terms of this policy are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the policy shall remain in effect, unless mutually agreed otherwise by the members of the SELPA Governing Board after review by the Special Education Council. The SELPA Governing Board members agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely and proactive fashion.

12. Private Schools

All member LEAs of the North Santa Cruz County SELPA will comply with federal and State laws regarding the identification, assessment, and program development for all students suspected of having disabilities. This includes students eligible for special education and related services who are unilaterally placed by their parents in private schools, including children enrolled in parochial schools, residing in one of the NSCC SELPA's LEAs. A child eligible for special education and related services who is voluntarily enrolled by his/her parents in a private school has no individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school.

Each district shall assist private schools in child find activities, accept referrals from private schools, and conduct appropriate assessments. If a district determines that a student is eligible to receive special education and related services, an offer of a free appropriate public education (FAPE) will be made through the individualized education program (IEP) process when the parents indicate in writing that they intend to enroll their child in the public school. Upon an offer of FAPE, a parentally-placed private school student must be enrolled in a public school program in order for the IEP to be implemented. In the event the parents elect to forego a public school placement and continue the enrollment of their child in a private school, an individual services plan (ISP) will be developed, if appropriate, and in accordance with this policy and federal and State law and regulations.

LEA staff shall consult with appropriate representatives of private schools located within their physical boundaries regarding how to locate, identify, and evaluate all private school children with disabilities including religious schools. In cooperation with the NSCC SELPA, districts shall ensure that private schools within NSCC SELPA receive an annual notice regarding policies and procedures related to parentally placed private school students who may be eligible for special education and related services. After meaningful consultation with the private schools, each LEA shall send a notice that includes a description of services available. In conjunction with the NSCC SELPA, private school staff shall be invited to participate in staff development opportunities and/or provided information on child find and other appropriate topics related to educating children with disabilities.

The proportionate share of federal funds that must be expended by each LEA is calculated annually based upon the percentage of all children with disabilities within the district, ages 3 through 21.

years, enrolled in elementary and secondary schools. These funds are restricted to services provided to private schools in supporting students who have ISPs. Funds not expended in a fiscal year can be carried over into the next fiscal year. (20 U.S.C. § 1412(a)(10)(A))

The chart below details how the proportionate share is calculated.

Line	Eligible Children
1	Number of eligible children with disabilities in public school in the LEA (from previous year's CASEMIS (December student count))
2	Number of parentally-placed eligible children with disabilities in private elementary and secondary schools located within the LEA (CASEMIS Plan Type 20 or 70; ages 6-21 from previous year's CASEMIS December student count)
3	Total number of eligible children (line 1 plus line 2)
4	Federal Local Assistance funds (611 Grant) allocated to LEA
	Calculation of Proportionate Share
5	Average allocation per eligible child (line 4 divided by line 3)
6	Amount to be expended on parentally-placed private school children (line 5 multiplied by line 2)

Tracking Expenditures

Each LEA is responsible for tracking its expenditures for serving students enrolled in private schools. These expenditure reports are collected at the SELPA level and must be submitted to the state as part of the annual expenditure report for federal IDEA funds.

The following expenses shall be used in calculating the proportionate share of federal funds for students with disabilities in private schools:

- Direct staff costs, i.e., salary and benefits, for those staff providing consultation and direct services for students with disabilities in private schools.
- Mileage reimbursement for staff to and from the private school for provision of services.
- Cost of materials, e.g., consumables, copying
- Costs of staff development programs provided specifically for private school personnel.
- Transportation costs, i.e., bus expenses or mileage reimbursement to parent to transport child to receive the special education or related services.

The SELPA Office will calculate the SELPA-wide proportionate share and distribute to the member districts on an annual basis.

13. Declining ADA Adjustment

Pursuant to Revenues and Limits (Paul Goldfinger, 1998), "For those few SELPAs that have declining K-12 ADA, there will be no reduction in funding in the first year of decline. But in the second year, the SELPA funding will be reduced by the decline in ADA times the SELPA's funding rate per ADA in that year."

Districts are funded based on the higher of current year or prior year ADA.

14. Program Transfers

A new provision in EC Section 56207(b) under AB 602 is that a program transfer may take place as of July 1 at the start of the first fiscal year after the process is initiated if the transfer is unanimously approved by SECA or individuals identified in EC Section 56205(B)(1). The operating cost forms (Exhibits B and C) approved by the Financial Advisory Committee will be used as a budget planning tool to determine the estimated cost of the program to be transferred and the estimated cost for the remaining program, if applicable. A plan must be developed, pursuant to EC Section 56207(A)(1-7) that addresses pupil needs, availability of a full continuum of services, maintenance of all current services provided in the student's IEP provision of services in the least restrictive environment, adherence to all federal and State laws, as well as SELPA policies, and involvement of parents and staff in the final process.

The following standards are to be met when a SELPA-member LEA takes back Regional special education programs/services.

- a. LEAs planning to take back Regional special education programs/services must notify, in writing, the Santa Cruz County Superintendent of Schools and the SECA chair no later than February 1st of the year prior to implementation. However, by mutual agreement of both the County Superintendent of Schools and SECA, notification can be made after the February deadline.
- b. Program transfers shall be on a class-by-class basis. The related services must be provided by the receiving LEA.
- c. If the LEA is running a non-regional program, the receiving LEA shall serve all resident and non-resident students in the particular class to be taken back. In other words, the LEA may not remove out-of-district students and serve only in-district students. Out-of-district students may be phased out as they graduate from the program or move.

If the LEA is running a non-regional program and pursuant to Ed Code Section 56207, the SELPA Director and Special Education Council (SEC) will review impact to the availability of the full continuum of program and service options to students within the SELPA, as well as the provision of services in the least restrictive environment from which students can benefit. Based on this information, SEC will advise SECA to any potential impacts to students.

- d. A one-year mitigation or high-cost factor shall be developed for those LEAs taking back programs that result in increased costs to the remaining SELPA-member LEAs participating in the Regional special education programs/services.

Procedures and a formula to determine the program transfer revenue, including a potential one-year mitigation or high cost factor, need to be considered and developed by the Financial Advisory Committee. This formula will take into consideration Section 4 (Allocation of Funds for Regional Special Education Programs/Services) of this plan.

- e. When the LEA chooses to serve its own resident students in the LEA that were previously served by a Regional program, the LEA's contribution to Regional programs is reduced by the utilization portion in Section 4 (Allocation of Funds for Regional Special Education Programs/Services) of this plan.

15. Distribution of Mental Health/Counseling Funds

The mental health ADA allocation grants are state and federal funds provided in the Budget Act of 2011-12 for educationally related mental health services. Grant funds shall be available only for the purpose of providing educationally-related mental health services, including out-of-home residential services for students with mental health needs, required by an Individualized Education Plan (IEP) pursuant to the federal IDEA of 2004 (20 USC Sec. 1400 et seq.) and as described in Section 56363 of the *Education Code (EC)*. The SELPA AU will distribute to SELPA-member LEAs a mental health allocation based on the higher of current year or prior year P-2 K-12 ADA. The distribution of funds shall be made in accordance with the same flow of funding that has been established by the California Department of Education (CDE).

In 2013-2014, a hold harmless agreement was created for Santa Cruz City High School District, DELTA Charter and SCCOE Alternative Education that is ongoing if certain criteria are met. The criteria are:

- the funding in the current year does not exceed the allocation from 2013-14
- the district (LEA) has fully expended the funds made available to them for the current fiscal year and all carryover.

State and Federal Grant awards allocated to each SELPA are based on P-2 ADA.

Annually, a \$450,000 residential mental health pool will be established to fund residential treatment center (RTC) placements and services as specified in the IEPs. In order to reduce the impact of reporting, Federal Mental Health Funds will be used to fund the Mental Health services as described above for students in Regional Programs. The remaining funds will be placed in the Residential Placements pool with the balance of the Residential Pool coming from State mental health funds. Should the Federal Funds be greater than the balance needed to replenish the pool, State funds will be replaced with the Federal Funds in the pool and the State funds will be distributed to the districts based on the adopted methodology above. This residential pool will be funded prior to distribution of LEAs' mental health allocation as described in the paragraph above. When necessary, the funds will be replenished to a maximum of \$450,000 at the beginning of each fiscal year. Any Federal carry over and carry over from the Hold Harmless Pool will be placed into the residential mental health pool first to replenish the pool. After exhaustion of these two funding sources the replenishment will be from the SELPA's current year mental health allocation prior to distribution of the revenue to LEAs based on the ADA criteria stated above. Should the carryover of Federal funding or the Hold Harmless set aside exceed the amount needed to replenish the pool, the balance of the funds will then be distributed to LEAs. The first excess fund to be distributed back will be the Hold Harmless funds. The Federal Funds used to replenish the pool will be the first funds used for qualifying cost in the following fiscal year. The LEA receiving the Federal funds will be fully responsible for properly posting and reporting the usage of the Federal Funds to the SELPA following CDE's reporting guidelines. If the pool funds are not utilized in any given year, the funds will roll over to the next fiscal year.

In order to access the residential mental health pool:

- a. LEAs will submit their qualifying claims, which include a copy of the NPS/NPA master contract, individual services agreement (ISA), and paid invoices.
- b. The total number of claims for the current year will be determined.
- c. If the total amount of claims exceeds \$450,000, the claims will be paid on a pro-rata basis using the total pool set aside divided by the total dollar amount of the eligible claims.

- d. Distribution of the pool will commence when all claims have been received, but no later than August 30 of the next fiscal year.

BUDGET PROCESS

1. An Annual SELPA Budget Resource Allocation Plan shall be developed and displayed at a public hearing. The hearing shall be posted in each school in the SELPA at least 15 days prior to the hearing. The SELPA Plan shall include allocation projections for all SELPA-member LEAs. Based on those projections, budget plans shall be developed by each LEA to include budget year expenditures for all federal, State, SELPA, and LEA funds provided for special education. The plan must show the expenditures for students with non-severe, severe, and low incidence disabilities. The LEA budget plans also shall be shared at a public hearing. The SELPA office budget will also be presented as part of this budget plan, including the administrative costs, regionalized operations and direct instructional support by program specialists and the use of property taxes. Aggregated SELPA information shall be presented in a form that is understandable to the general public.
2. An Annual Service Delivery Plan shall be developed to display at a public hearing. The hearing notice shall be posted in each school district in the SELPA at least 15 days prior to the hearing. The Plan shall include a description of services, number of personnel, number of students served, the physical site locations including alternative schools, charter schools, opportunity school and classes, community day schools, community schools, juvenile court schools and private schools. Aggregated SELPA and LEA information shall be presented in a form that is understandable by the general public.

Procedures for Making Changes in AB602 Allocations

SECA may take actions to change budgetary allocations as needed. The following procedure is adhered to in making changes to the AB602 allocations:

1. First Step -

SEC reviews proposed AB602 allocation changes to determine positive or adverse effect on program operations.

2. Second Step -

SELPA, LEA and COE chief business officials review AB602 allocation changes to determine positive or adverse effect on fiscal operations, taking into consideration programmatic recommendations from SEC. There will be a standing agenda item on the Financial Advisory Committee to give input on any proposals and recommendations from SEC that have fiscal implications prior to going to SECA for approval.

3. Third Step -

SECA reviews recommendations and formally takes action on the proposed AB602 allocation changes at a regularly scheduled meeting.

SPECIAL EDUCATION PROGRAM COST FACTORS for LEA Billing			
EXHIBIT B			
Estimated/Actual Prog Est. Cost Worksheet Fiscal Year:		Estimate	
		Number of Students	
EXPENDITURES	NOTES	Total Cost	Per Student
REGIONAL PROGRAM			
PROGRAM SPECIALIST SALARY (if applicable) ¹	LEA FTE COST		#DIV/0!
TEACHER SALARY	LEA FTE COST		#DIV/0!
SUBSTITUTE TEACHER SALARY	ACTUAL COSTS		#DIV/0!
INSTRUCTIONAL AIDE SALARY	LEA FTE COST		#DIV/0!
SUBSTITUTE AIDE SALARY	ACTUAL COSTS		#DIV/0!
INSERVICE	Professional Development for Teacher and Instructional Aides		#DIV/0!
MILEAGE	ACTUAL COST (miles * IRS approved Rate)		#DIV/0!
EMPLOYEE BENEFITS	LEA Cost/Statutory/Health and Welfare	0	#DIV/0!
SUBTOTAL		0	#DIV/0!
FACILITIES			
CUSTODIAN	\$1,000 annually per classroom (adjusted by COLA/PERS annually)	\$1,000	#DIV/0!
SUBTOTAL		1,000	#DIV/0!
OPERATIONS			
Classroom SUPPLIES	\$200 / Classroom	200	#DIV/0!
Classroom COMPUTER SUPPLIES (i.e. ink cartridge, copier costs, software)	\$1,000 / Classroom	1,000	#DIV/0!
OTHER CONSUMABLE SUPPLIES (not to exceed \$1,500)	ACTUAL COSTS		#DIV/0!
EQUIPMENT/Equipment Replacement (if applicable) ²	\$300 PER CLASS WITH APPROVAL OVER \$500		#DIV/0!
SUBTOTAL		1,200	#DIV/0!
PUPIL SUPPORT			
DOCUMENTED STAFF ¹			
Pupil Support For All Students in Program			
MENTAL HEALTH SPECIALISTS	LEA FTE COST		#DIV/0!
PSYCHOLOGIST	LEA FTE COST		#DIV/0!
INCLUSION BEHAVIOR SPECIALIST	LEA FTE COST		#DIV/0!
SITE TRAVEL MILEAGE (if applicable)	ACTUAL COST (miles * IRS approved Rate or Stipend)		#DIV/0!
Pupil Support - As Needed Per Student Per IEP			
NURSE	LEA FTE COST		#DIV/0!
OCCUPATIONAL THERAPIST	LEA FTE COST		#DIV/0!
SPEECH & LANGUAGE	LEA FTE COST		#DIV/0!
COUNSELING	LEA FTE COST		#DIV/0!
PHYSICAL THERAPIST	LEA FTE COST		#DIV/0!
ADAPTED PHYSICAL EDUCATION	LEA FTE COST		#DIV/0!
OTHER RELATED SERVICE PROVIDER	LEA FTE COST or ACTUAL COST		#DIV/0!
SUBTOTAL		0	#DIV/0!
ADMINISTRATIVE DIRECT SUPPORT			
PROGRAM ADMINISTRATOR (Director)	\$600 annually per student (adjusted by COLA/PERS annually)	n/a	600
SUBTOTAL		600	600
INDIRECT COSTS (district approved rate)		#REF!	#REF!
SUBTOTAL		#REF!	#REF!
TOTAL PROGRAM EXPENSE PER STUDENT			#DIV/0!
EXP. TOTAL LESS REVENUE TOTAL			
REVENUE (NON-BASIC AID TO NON-BASIC AID ONLY)			
LCFF AVERAGE ADA REVENUE (per student)			0
SUBTOTAL			
EXP. TOTAL LESS REVENUE TOTAL			#DIV/0!
1 - If program specialist is assigned directly to program include portion of FTE			
2 - Specialized supplies and equipment for individual students (refer to Section 4 of the AB602 Allocation Plan)			
1/30/17 REV			

Worksheet For Exhibit B			ESTIMATE/ACTUAL
Program Pupil Support Costs Worksheet			
INPUT CELLS ONLY			Fiscal Year:
PROGRAM: _____			DISTRICT: _____
CATEGORY - PUPIL SUPPORT		DIRECT COSTS	NOTES
A.P.E STAFF	FTE	-	
	SALARY	\$ -	
	BENEFITS	\$ -	
	OTHER EXPENSES	\$ -	Document these costs on separate sheet
	TOTAL	\$ -	
	CASELOAD	\$ -	
	COST PER STUDENT	#DIV/0!	
	# OF STUDENTS IN PROGRAM	\$ -	Attach Names of students
	COST PER STUDENT IN PRG	#DIV/0!	
NURSE	FTE	-	
	SALARY	\$ -	
	BENEFITS	\$ -	
	OTHER EXPENSES	\$ -	Document these costs on separate sheet
	TOTAL	\$ -	
	CASELOAD	-	
	COST PER STUDENT	#DIV/0!	
	# OF STUDENTS IN PROGRAM	-	Attach Names of students
	COST PER STUDENT IN PRG	#DIV/0!	
PSYCHOLOGIST	FTE	-	
	SALARY	\$ -	
	BENEFITS	\$ -	
	OTHER EXPENSES	\$ -	Document these costs on separate sheet
	TOTAL	\$ -	
	CASELOAD	-	
	COST PER STUDENT	#DIV/0!	
	# OF STUDENTS IN PROGRAM	-	Attach Names of students
	COST PER STUDENT IN PRG	#DIV/0!	
SPEECH	FTE	-	
	SALARY	\$ -	
	BENEFITS	\$ -	
	OTHER EXPENSES	\$ -	Document these costs on separate sheet
	TOTAL	\$ -	
	CASELOAD	-	
	COST PER STUDENT	#DIV/0!	
	# OF STUDENTS IN PROGRAM	-	Attach Names of students
	COST PER STUDENT IN PRG	#DIV/0!	
OCCUPATIONAL THERAPIST	FTE	-	
	SALARY	\$ -	
	BENEFITS	\$ -	
	OTHER EXPENSES	\$ -	Document these costs on separate sheet
	TOTAL	\$ -	
	CASELOAD	-	
	COST PER STUDENT	#DIV/0!	
	# OF STUDENTS IN PROGRAM	-	Attach Names of students
	COST PER STUDENT IN PRG	#DIV/0!	

EXHIBIT C

APPROVED REGIONAL PROGRAM COSTS AND REQUIRED REVENUE SOURCES

Funds distributed to contracted regional special education programs and services will pay for the following regional direct and support services for direct, allocated and indirect costs.

- Special Day Class (SDC) operation, including teacher and classroom instructional assistant(s).
- Related Services for regional programs
- Visually Handicapped and DEAF/Hard of Hearing (DEAF/HOH /VH) operation and VH Repository
- Benefits
- Psychologists that serve the program
- Administrators - Special Education Administrator and allocated site administration
- Clerical
- Nurses
- Facilities operating costs, including rent, purchase and maintenance and operations
- Instructional supplies & equipment
- Administrative supplies
- Substitute costs
- Travel and conferences
- Staff development
- Other contract costs (i.e., instructional assistants/related services)

For indirect costs, the SELPA average of the current school year member LEA's approved indirect rates will be used by the COE and LEAs to determine the indirect cost charged for the Regional program.

Note 1: The cost of fair hearings is the responsibility of the District of Residence, as is the outcome if it results in unfunded costs to the program.

REVENUES - Required sources of revenue are to be used prior to determining costs assigned to regional programs that will be reimbursed from AB 602 funds.

- AB 602 state entitlement funds
- Federal IDEA Local Assistance Grant funds
- County property taxes
- Special education federal grant funds.
- LEA Medi-Cal reimbursement – availability based on expenditure rules
- MAA funds - availability based on expenditure rules
- School meal funds generated by students
- Lottery generated by students

SANTA CRUZ COUNTY OFFICE OF EDUCATION

ALTERNATIVE EDUCATION TEACHER

DEFINITION

Provides supervision and individualized instruction for students in order for them to complete high school graduation requirements; participate in Regional Occupational Programs, work experience programs, or acquire a work permit; maintains program quality and compliance with state guidelines and implements assigned policy and administrative regulations; Utilize course of study adopted by the Board of Education, California State Curriculum Frameworks and appropriate learning activities to teach the curriculum.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Alternative education teaching methods, practices, and techniques; applicable rules and regulations pertaining to alternative education school programs.

Assist staff in integrating contemporary teaching and behavioral strategies for at-risk youth, and provide new teachers with technical and education support.

Attend meetings and conferences related to the Alternative Education Programs.

Supervise and teach at-risk adolescents.

Deal with students' behavior in an effective, positive manner.

Supervise and direct instructional aides.

Develop course objectives and have knowledge of alternative school curriculum.

Skill and Ability to:

Identify current issues and trends in alternative education programs and effectively utilize this information in program coordination and improvement.

Communicate orally and in writing sufficiently to express ideas, thoughts, and instructions clearly.

Plan and conduct a system of continuous evaluation of program activities; coordinate and conduct effective in-service training activities.

Collaborate effectively on inter- and intra-agency levels.

Keep accurate records and submit reports in a timely manner.

Meet the physical requirements necessary to perform assigned duties in a safe and effective manner for self and others.

EDUCATION AND EXPERIENCE

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. Various years of teaching experience in an intermediate and/or high school setting along with some experience and/or training in working with at-risk students; counseling guidance of high risk youth; bilingual and/or bicultural Spanish/English strongly recommended.

License or Certificate:

Possession of an appropriate California Teaching Credential, Multiple or Single Subject; **Must have EL Authorization**. Must have possession of a valid Class C California Driver's License; insured by a valid liability carrier.

Must be NCLB compliant in core areas (English, Math, Science, Social Science) or willing to obtain appropriate certification.

SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Essential duties require the following skills and working environment:

Sitting frequently on a daily basis; standing and walking short distances; lifting 50 lbs. maximum with frequent lifting and/or carrying objects weighing 10-25 lbs. Frequent use of hands, vision, hearing, speech/language processes. Physical strength and emotional stamina sufficient to organize and coordinate a variety of activities. Ability to use a variety of vocational education materials and supplies, telephone, computer, teaching aids, files, luggage cart, and automobile. Assigned work is normally performed in both an office and a school site environment. Continuous contact is required with administrators, teachers, parents, employers, and local community agencies.

Approval Date: April 2017.

SANTA CRUZ COUNTY OFFICE OF EDUCATION

RESOURCE SPECIALIST

DEFINITION

To provide specialized instructional services to students with learning disabilities; to provide consultation to instructional staff members; to coordinate in-service programs and student placements; and to promote curriculum development and parent education.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Assist in determining eligibility of students for specialized instructional services.

Provide individualized instruction to students with documented learning disabilities.

Assess instructional programs and provide consultative services as needed.

Coordinate in-service programs and parent education activities.

Promote curriculum development and instructional program modification and improvement activities.

Coordinate student placements involving the identification and transfer process to alternative classroom settings.

Interpret specialized educational program objectives to students, parents, staff members, districts, community members, and other as required.

Review, prepare, and maintain records and confidential files, and write reports.

Promote development of positive self-esteem and feelings of accomplishment with students and instructional staff members.

Participate in professional development activities to maintain/increase competency in assigned Resource Specialist activities.

Identify potential or emerging problems and conduct appropriate follow-up with instructional and/or administrative staff.

Perform related specialized educational resource services as assigned.

Attend and serve as Administrative Designee as required at meetings held for student Individualized Education Programs.

Administer tests and other assessment measures to students, interpret results and prepare reports.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Effective methods, practices, and resources related to specialized instructional programs;

Applicable rules and regulations pertaining to student placement in special educational programs.

Varied assessment processes used to determine student eligibility and placement in individualized educational programs;

Pertinent state and federal regulations, guidelines, legal mandates, and educational codes related to delivery of resource specialist services.

Organize and prioritize the delivery of required specialized instructional services in an effective and timely manner.

Interact with colleagues, staff, parents, students, and the public in an open and constructive manner.

Meet the physical requirements necessary to perform assigned duties in a safe and effective manner for self and others.

Skill and Ability to:

Apply pertinent state and federal regulations, guidelines, legal mandates, and educational codes related to delivery of resource specialist services.

Organize and prioritize the delivery of required specialized instructional services in an effective and timely manner.

Interact with colleagues, staff, parents, students, and the public in an open and constructive manner.

Meet the physical requirements necessary to perform assigned duties in a safe and effective manner for self and others.

EDUCATION AND EXPERIENCE

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education:

Bachelor's degree.

Experience:

Recent experience in a special education program, preferably in a county office of education setting.

License or Certificate:

Possession of an appropriate Teaching Credential with Resource Specialist authorization.

Possession of a valid Class C California Driver's License.

Insurability by the designed liability carrier for the Santa Cruz County Office of Education.

SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Essential duties require the following skills and working environment:

Sitting frequently on a daily basis; standing and walking short distances; occasional lifting of 10 lbs. or less; frequent use of hands, vision, hearing, speech/language processes; ability to use a variety of instructional materials and supplies, telephone, computer, files, tape recorder, luggage cart and automobile.

Assigned work is normally performed in a school site environment. Frequent travel between school sites is required along with continuous contact with school staff, students, parents, community agencies, and the general public.

Approval Date: September, 1995.

- 5.3.2.3 Proof of payment shall be made on an annual basis to the Association and the Superintendent as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
- 5.3.2.4 Any unit member making payments as set forth in paragraph 5.3.2.1, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 5.3.3 With respect to all sums deducted by the Superintendent pursuant to sections above, whether for membership dues or agency fee, the Superintendent agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indication of any changes in personnel from the list previously furnished.
- 5.3.4 The Association, CTA/NEA, agrees to furnish any information needed by the Superintendent to fulfill the provisions of this Article.
- 5.3.5 The cost of enforcing the provision of this Article shall be borne solely and exclusively by the Association, except that for the duration of the term of this Agreement, no member of the unit nor the Association will be required to reimburse the Office of the County Superintendent costs incurred in making the salary deduction and the transmission of the amounts so collected to Association.
- 5.3.6 The Association shall indemnify, defend and hold harmless the County Superintendent, his/her designees from any and all claims made of any nature and against any lawsuit threatened or instituted against the County Superintendent and his/her designees, arising from the responsibilities created by the provisions of this Article

APPENDIX A-1

RESPONSIBILITY FACTOR

CASE MANAGEMENT

Case Management role and duties shall be defined as follows:

As case managers staff shall (1) coordinate and monitor all aspects of the IEP process, (2) provide liaison to the school districts regarding student placement and/or services and other agencies e.g. SELPA, CPS, CCS, SARB, SARC, Mental Health, (3) provide consultation to school districts and agencies regarding referral process and (4) provide in-service training to districts, other agencies, and group homes and care providers on identifying and treating students with special needs.

1. IEP PROCESS - Case managers are responsible for:
 - A. Monitoring and reviewing the IEP meeting schedule.
 - B. Identifying people to be notified and invited to the meetings.
 - C. Notifying area administrators of any needed changes.
 - D. Coordinating the assessment team for triennial assessments.
 - E. Facilitating and recording results of meetings as the administrative designee in the absence of or at the request of the administrator.
 - F. Securing all reports and forms from other professionals and parents.
 - G. Follow-up to be sure all services on the IEP are provided and goals and objectives pursued. Complete referrals for additional services as required.
 - H. Confirming through phone calls IEP status and requesting records from previous schools on transfer of students.
 - I. Facilitating the administrative placement process based on IEP from previous placement.
 - J. Consulting with group home parents, foster parents, parents, social workers, probation officers, etc. on most appropriate least restrictive educational placement for student prior to special education placement or changes in special education.
 - K. Facilitating the transfer of students from multi-graded schools to necessary district programs.
 - L. Arrange for and/or attend pre-enrollment meetings for child prior to entry in a particular program.
 - M. Coordinate regular informal reviews of SED student's programs at weekly staffings.

2. LIAISON TO SCHOOL DISTRICT RE: STUDENT PLACEMENT - the case managers are responsible for:
 - A. Responding to referrals or possible referrals by observing student in her/his current classroom or home and making recommendations to district personnel.
 - B. Making recommendations to COE administrator regarding most appropriate COE placement.
 - C. Contracting the appropriate school district personnel in the case of a COE referral to the school district or for mainstreaming of a COE student.
 - D. Attend district IEP's involving possible placement of students in COE programs and provide information regarding COE programs to members of the IEP team.
 - E. Set up and attend transition/registration meetings for special education students transferring from COE to district programs.
3. LIAISON TO OTHER AGENCIES, e.g. SELPA, SARB, CPS, SARC, Mental Health, Social Services, Public Health, Probation, Vocational Rehabilitation, etc. the case manager is responsible for:
 - A. Receive and respond to inquiries about students.
 - B. Coordinate with SARC workers regarding mutual students including sometimes attending IEP meetings upon request.
 - C. Coordinate the transition plan for older students with SARC and the Skill Center or Voc Rehab.
 - D. Make referrals to CPS in cases of abuse or suspected abuse beyond the usual legal requirement of reporting.
 - E. Assist CPS workers in investigating and sometimes mitigating abuse cases.
 - F. Provide recommendations to probation officers upon request and may include representing COE in juvenile court.
 - G. Process referrals to Mental Health in the case of Seriously Emotionally Disturbed students.
 - H. Coordinate the 3632 IEP process with Mental Health for voluntary out-of-home placements.
 - I. In the case of LCI students facilitate communications between Santa Cruz County agencies, i.e., Mental Health and Probation and agencies from county of origin to provide the most appropriate service.
 - J. Coordinate/consult with SELPA Program Specialists on low incident needs of pupils and facilitate transfer of students between programs or the need for one-to-one aide.

4. CONSULTATION AND IN-SERVICE TO DISTRICTS, agencies and group homes, the case manager:
- A. Provides consultation to school districts regarding the referral process and in-service training to identify students with exceptional needs - especially SED students.
 - B. Provides upon request in-service training to agencies regarding effective classroom and home coordinated treatment for students with exceptional needs especially in cases where a well-coordinated behavioral plan is needed.
 - C. Provides consultation and in-service training to group home staff for consistency in behavior management and awareness of special education procedures and legal mandates for service.
 - D. Consults/coordinates in-service to multi's staff on legal mandates and how to access various services for pupils from the SELPA.

APPENDIX A-2

RESPONSIBILITY FACTOR

HEAD TEACHER

1. Head Teacher role and duties shall be defined as follows:
 - A. Explain assigned programs to students, parents, staff, district, the community and other interested persons.
 - B. Monitor facility and equipment regularly and conduct appropriate follow-up.
 - C. Confer with administrator on a regularly scheduled basis.
 - D. Conduct open house activities.
 - E. Recommend equipment and services needed by operational programs.
 - F. Participate in the interviews of prospective certificated, classified, and volunteer personnel.
 - G. Serve as "contact person" on the program site.
 - H. Act as host or hostess for the site program and request all visitors to sign the visitor's register.
 - I. Act as responsible certificated staff member in all emergencies when the administrator is not available.
 - J. Identify potential or emerging problems - conduct appropriate follow-up with Area Administrator.
 - K. Maintain a strong liaison between site staff and administration.
 - L. As needed, seek clarification of roles and responsibilities of administrators, head teachers, support staff and site staff.
 - M. Conduct activities that promote established program goals and objectives.
 - N. Report assigned program activities to the administrator as directed.
 - O. Transmit to the business office of the County Office of Education any monies, time slips and forms collected at the site, including donations.
 - P. Maintain standards for staff and pupil behavior at the school site.
 - Q. Conduct orientation with new teachers and review content of staff handbook.
 - R. Encourage and maintain a functional and attractive site environment.

- S. Enlist parent and volunteer involvement in helping children, participation in parent education activities and school functions.
- T. Perform basic attendance accounting activities of teachers and aides.
- U. Be responsible for personnel time management system (time sheet).
- V. Act as chairperson for site or program parent meetings and program staff meetings, unless otherwise designated.
- W. Report accidents (of students and staff) and emergencies to administrator.
- X. Serve on Emergency Preparedness Committee, and take a leadership role in site preparation and compliance with Education Code regarding emergency drills.
- Y. Keep staff informed of new administrative directives and/or review existing directives.

SANTA CRUZ COUNTY OFFICE OF EDUCATION
DIRECTOR, ALTERNATIVE EDUCATION PROGRAMS

DEFINITION

Under administrative direction, to direct, manage, supervise and coordinate the programs and activities of the Alternative Education Program within the Student Services Division; to coordinate assigned activities with other County Office of Education departments and outside agencies; and to provide highly responsible and complex administrative support to the Assistant Superintendent, Student Services & Personnel.

SUPERVISION EXERCISED

Exercise direct supervision over professional, technical and clerical staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Assume management responsibility for all services and activities of the Alternative Education Programs.

Manage and participate in the development and implementation of goals, objectives, policies, and priorities for Alternative Educational Programs; recommend, within Divisional policy, appropriate service and staffing levels; recommend and administer policies and procedures.

Continuously monitor and evaluate the efficiency and effectiveness of programs and procedures; assess and monitor work load, administrative and support systems, internal reporting and relationships; identify opportunities for improvement and review with the Assistant Superintendent, Student Services & Personnel; implement improvements.

Select, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies, implement discipline and termination procedures.

Plan, direct, coordinate, and review the work plan for the Alternative Education Programs; meet with staff to identify and resolve problems, assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.

Manage and participate in the development and administration of the Alternative Education Programs' annual budget; direct the forecast of additional funds needed for staffing equipment, materials, and supplies; direct the monitoring of and approve expenditures; directly implement adjustments as necessary.

Serve as a liaison for the Alternative Education Programs with other County Office of Education departments and outside agencies including SARB'S, district offices, group homes, probation, Mental Health, Youth Services, HSA, HRA, Cabrillo College, sheriff, Parks Department, police and other comprehensive and alternative schools; negotiate and resolve significant and controversial issues.

Provide responsible staff assistance to the Assistant Superintendent, Student Services & Personnel; prepare and present staff reports and other necessary correspondence.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (CONTINUED)

Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to Alternative Education Programs, policies, and procedures as appropriate.

Prepare a variety of program material including the Alternative Education Program goals; mission statement, Course of Study Handbook, Procedural Manual, Site Guides, Report Card, and brochures.

Participate in student orientation and intake, parent orientation, and education activities.

Conduct suspension mediation hearings; recommend cases to SARB or back to district offices for expulsion proceedings.

Participate in certificated negotiations and grievance proceedings.

Ensure safety and security for both students and staff on multiple campuses.

Coordinate a full range of specialized services and activities including extracurricular activities.

Competency testing and transcript evaluation for graduation, student assessment profiles and contracts, probation referrals for legal compliance with community schools regulations, and Juvenile Justice Commission Reports and Recommendations.

Participate on a variety of boards and commissions, attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of education.

Respond to and resolve difficult and sensitive inquiries and complaints.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as required.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Operational characteristics, services and activities of an alternative education program.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Modern and complex principles and practices of alternative education program development and administration.

Advanced principles and practices of budget preparation and administration.

Principles of supervision, training and performance evaluation.

Knowledge of (Continued):

Pertinent federal, state, and local laws, codes and regulations including Educational Penal and Welfare and Institution Code laws.

Operations of the Probation Department and the Criminal Justice System.

Educational options for at-risk youth; Programs, services, and curriculum appropriate for educating at-risk students.

Principles of child and human development.

Principles and practices of curriculum development and instructional teaching strategies for dealing with at-risk and emotionally disturbed adolescents.

Current trends, research, and development in the areas of student learning, student needs, and institutional responses.

Appropriate behavioral management strategies and interventions.

Skill and Ability to:

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Manage, direct and coordinate the work of professional, and technical personnel.

Select, supervise, train and evaluate staff.

Provide administrative and professional leadership and direction for the Alternative Education Programs.

Recommend and implement goals, objectives, and practices for providing effective and efficient court and community schools services.

Prepare and administer large and complex budgets.

Research, evaluate, and write education grants.

Prepare clear and concise administrative and financial reports.

Analyze problems, identify possible solutions, project consequences of proposed actions and implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods, procedures and techniques.

Interpret and apply federal, state and local policies, procedures, laws and regulations.

Ensure County Office's and school districts' compliance with laws and regulations.

Skill and Ability to (Continued):

Effectively direct the provisions of Alternative Education Program in support of the County Office's departments, schools, and programs.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs

Interact effectively and sensitively with students and parents from diverse backgrounds. Deal constructively with conflict.

Gain cooperation through discussion and persuasion. Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Experience:

Six years of increasingly responsible teaching and educational administration experience, preferably at both the elementary and secondary levels.

License or Certificate:

Possession of appropriate California Credentials.

Possession of, or ability to obtain, an appropriate, valid driver's license

SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment with some ability to travel to different sites and locations.

Approval Date: June, 1994.

SANTA CRUZ COUNTY OFFICE OF EDUCATION

ADMINISTRATIVE SECRETARY

DEFINITION

Under general supervision, to perform a variety of responsible secretarial and administrative support duties in support of an administrator; and to provide general information and assistance to faculty, staff, parents, and the general public.

SUPERVISION EXERCISED

May exercise functional and technical oversight over clerical staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Attend to and process routine administrative details not requiring the immediate attention of assigned administrator; independently respond to routine letters and general correspondence; compose and prepare letters, memoranda, and reports pertaining to standard policies.

Perform the full range of secretarial duties and provide routine administrative support for assigned management staff involving the use of independent judgment and personal initiative; type and proofread a wide variety of reports, letters, and memoranda; type from rough draft, verbal instructions, or transcribing machine recordings; verify and review forms and reports for completeness and conformance with established regulations and procedures.

Serve as an information source regarding program policies, procedures, and objectives to the public and County Office of Education staff; receive and interview office visitors and telephone callers; answer questions and provide information; resolve complaints; refer caller to appropriate source as necessary.

Coordinate, prioritize, and oversee the work flow within an operational unit and in conjunction with other units and agencies.

Compile, tabulate, and interpret data and information; prepare and assemble a variety of summaries, reports, manuals, newsletters, and other materials and distribute to staff.

Maintain appointment schedules and calendars for assigned staff; coordinate travel and meeting arrangements; arrange meetings, conferences, and other functions.

Initiate and maintain a variety of files and records for information related to the assigned office; maintain and update resource materials including program manuals, handbooks, brochures, and other published materials.

Collect, compile, tabulate and review information pertaining to specified administrative or educational activities and functions of County Office or unit staff; compile and organize information for the preparation of special reports as assigned.

Process requests from other sources; research historical information in files and records.

Perform administrative duties within the clerical support system; recommend improvements in work flow, procedures, and use of equipment and forms.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (CONTINUED)

Participate in the office budget preparation and administration; gather and compile information required for budget development; monitor expenditures.

Attend meetings as assigned; record, transcribe, and distribute minutes and other documents as directed.

Operate modern office machines and equipment including word processors, typewriters, printers, copiers, calculators, and FAX machines; routinely use a full range of word processing and spreadsheet computer software applications.

Order, receive, inventory, store, and distribute supplies, forms, and related items.

Attend and participate in staff meetings and in-services activities; attend workshops, conferences, and classes to increase professional knowledge.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Principles and practices of data collection and basic report preparation.

Modern office procedures, methods, and equipment including computer equipment and applicable software programs.

English usage, spelling, vocabulary, grammar, and punctuation.

Principles and practices of business letter writing.

Principles and procedures of record keeping.

Principles and techniques used in dealing with the public.

Word processing methods, techniques, and programs including spreadsheet and data base applications.

Practices used in minute taking and preparation.

Basic mathematical principles.

Skill and Ability to:

Operate modern office equipment including computer equipment.

Type and transcribe at a speed necessary for successful job performance.

Learn the procedures, functions, and limitations of assigned position.

Skill and Ability to (Continued):

Learn, interpret, and apply pertinent federal, state, and local laws, codes, and regulations including administrative and departmental policies and procedures.

Work under limited supervision within a framework of standard policies and procedures.

Understand the organization and operation of the assigned department and the County Office necessary to assume assigned responsibilities.

Perform mathematical computations quickly and accurately.

Plan and organize work to meet schedules and timelines.

Compile and tabulate data and information and prepare summaries and reports.

Understand and follow oral and written instructions.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education:

Equivalent to completion of the twelfth grade supplemented by specialized secretarial course work in office practices is desirable.

Experience:

Two years of increasingly responsible secretarial experience.

SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment.

Approval Date: January, 1994.

SANTA CRUZ COUNTY OFFICE OF EDUCATION
INSTRUCTIONAL AIDE, ALTERNATIVE EDUCATION

DEFINITION

Under general direction of the assigned administrator, assist certificated teachers in the instruction, supervision and/or care of assigned students in the Alternative Education programs; maintain an effective learning environment, and perform a variety of instructional and clerical functions in support of assigned classroom activities and programs.

SUPERVISION EXERCISED

Exercise no supervision.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Provide a variety of responsible instructional support activities to enhance the educational environment of students and to meet the educational/training objectives of the Alternative Education program.

Assist certificated teachers in supervising an individual or a small group of emotional or behavioral students with activities including instruction, recreation, sports, arts and crafts, and social integration.

Assist teachers in instructing individuals and small groups of students in various learning situations including basic academic subjects, athletics, and arts and crafts.

Assist students in learning appropriate living and social skills, and acceptable behavior.

Assist in counseling students regarding their work, coping with problems, encouraging independence.

Enforce school and classroom rules and standards; observe students' behavior carefully to ensure personal and group safety.

Assist teachers in reviewing students' work, giving tests, and assessing progress; tutor individual students as assigned.

Assist in the administrations, correction and scoring of standardized tests; document results.

Within the framework of established policies and procedures, assist students in classroom activities in the absence of the teacher.

Maintain specialized learning areas, including setting up, taking inventory, ordering supplies, and cleaning up.

Assist in planning, scheduling and organizing field trips.

Perform a variety of clerical tasks including paperwork for assigned programs, answering the telephone, and relaying messages.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (CONTINUED)

Prepare instructional materials by cutting, pasting, designing, typing, running copies, and setting up materials and equipment.

Maintain and prepare a variety of records regarding student attendance, enrollment, and termination; log and report attendance and tardiness; complete tracking forms; request and prepare transcripts.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Basic subjects taught in schools.

English usage, spelling, vocabulary, grammar, and punctuation.

Basic clerical procedures.

Principles and procedures of record keeping.

General methods of training and instruction.

Basic adolescent development theory and principles.

Basic techniques to motivate students and manage student behavior.

Problems and concerns of students with special needs.

Safe work practices.

First aid and CPR practices and principles.

Skill and Ability to:

Learn to operate equipment used as educational aids.

Operate modern office equipment including computer equipment.

Learn physical and emotional requirements of adolescents with special needs.

Learn the procedures and functions necessary to perform assigned duties.

Learn instructional terminology, program philosophies, concepts, materials, methods, and procedures.

Learn adolescent guidance principles and practices.

Skill and Ability to (Continued):

Work effectively with students in a variety of situations.

Adapt curriculum to meet student needs and abilities.

Understand and follow specific medical instructions in regard to the care and handling of handicapped students.

Prepare and maintain accurate and complete records.

Effectively direct the work of individual students and groups of students.

Recognize problems which may interfere with learning of students or the physical/emotional welfare of students, and implement appropriate solutions in the learning environment.

Recognize potential of students and encourage their participation in educational programs and activities.

Assist with the instructional and related activities of the assigned learning environment.

Support the assigned teacher's style of classroom management.

Supervise and discipline students according to approved policies and procedures.

Read, write and understand the English language.

Perform clerical duties including filing and duplicating.

Work independently in the absence of supervision.

Understand and follow oral and written directions.

Maintain confidentiality of student and school information.

Read, interpret, and follow County Office rules, regulations, policies and procedures.

Work under supervision within a broad framework of standard policies and procedures.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination of education, training, and experience that would likely provide the required knowledge and skills is qualifying. A typical way to obtain the required knowledge and skills would be:

Education:

Equivalent to the completion of the twelfth grade. Additional specialized training in child development, education, or a related field is desirable.

Experience:

Some experience in working with high-risk students is desirable.

License or Certificate:

Possession of, or ability to obtain, CPR and first aid certificates.

SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Essential duties require the following physical skills and work environment:

Ability to work in a classroom environment with the ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, reach, and lift 25 lbs.

Exposure to volatile and assaultive behavior; exposure to outdoors.

Approval Date: June, 1994

Revised: June 22, 2016

SANTA CRUZ COUNTY OFFICE OF EDUCATION

SENIOR INSTRUCTIONAL AIDE

DEFINITION

Under general supervision, to assist certificated teachers in the development and implementation of instructional and vocational programs for the specific needs of assigned students.

DISTINGUISHING CHARACTERISTICS

Positions in this class are distinguished from the Instructional Aide class in that they work 50% or more of work time independent from certificated staff. Program areas include working directly with developmentally-delayed or medically fragile infants in the home, training clients' families in the proper care and handling of the child, working with disabled youths with public and vocational skills, and working on an independent one-to-one or small group basis with learning disabled students in a resource specialist program.

SUPERVISION EXERCISED

Exercise no oversight over County Office staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Perform training and treatment activities in clients' homes or vocational work sites, as per professional directives.

Assist disabled students in physical therapy, motor skills, or vocational skills, as per professional directives.

Teach students self-help skills including feeding, dressing, personal hygiene or independent living skills, including safety procedures, decision making, communications and appropriate work behavior.

Assist in teaching students Braille, sign language, English or Spanish; communicate with them in the form necessary.

Oversee and train students in community and job sites.

Assist students attending high school and college classes.

Teach students cognitive and academic skills related to the level of achievement as determined by a certificated professional.

Assist teachers in operating classrooms; support the assigned teacher's style of classroom management; set up facilities; prepare teaching materials as assigned; oversee and discipline students according to approved policies and procedures.

Work with teacher in reviewing students' work, assessing progress and/or giving tests.

Work with teachers in developing lesson plans and/or identifying student needs; collect, copy, sort, adapt, and dispense materials in order to implement students' goals.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (CONTINUED)

Recognize problems which may interfere with learning of students or the physical/emotional welfare of students and implement appropriate solutions in the learning environment.

Recognize potential of students and encourage their participation in educational programs and activities.

Assist in preparing and maintaining required paperwork for assigned program area.

Prepare and maintain accurate and complete records and logs.

Maintain confidentiality of student and school information.

Perform other duties necessary to ensure the health and safety of assigned students.

Work independently from certificated staff 50% or more of the time.

OTHER JOB RELATED DUTIES

Act as a resource person regarding various aspects of caring for and educating disabled children; counsels and advises.

Assist client families to locate appropriate educational facilities and community support services or resources as necessary.

Train family members to perform prescribed treatment activities and therapy, and to properly care for the disabled child.

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Academic and vocational areas of learning sufficient to instruct students at a specific level of achievement.

Recreational activities involving sports, games, arts, and crafts.

Basic clerical procedures; basic mathematical principles.

Basic child development theory and principles.

Basic techniques to motivate students and manage student behavior.

Principles and procedures of record keeping.

English usage, spelling, vocabulary, grammar, and punctuation.

Knowledge of (Continued):

Principles and methods of training and instruction.

First aid and CPR principles and practices.

Safe driving principles and practices.

Safe work practices.

Skill and Ability to:

Learn to operate equipment used as educational aids.

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Learn physical requirements and emotional needs of disabled children.

Learn the procedures and functions necessary to perform assigned duties.

Learn instructional terminology, program philosophies, concepts, materials, methods, and procedures.

Learn child guidance principles and practices.

Work effectively with students in a variety of situations.

Understand and follow specific instructions in regard to the care and handling of disabled students.

Deal constructively with conflict.

Respond appropriately in emergency situations.

Analyze situations carefully and adopt effective courses of action.

Perform accurate mathematical computations.

Read, write, and understand the English language.

Communicate clearly and concisely, both orally and in writing.

Read, interpret, and follow County Office rules, regulations, policies, and procedures.

Demonstrate an understanding, patient, and receptive attitude toward children.

Work under supervision within a broad framework of standard policies and procedures.

Work independently in the absence of direct supervision 50% or more of the time.

Skill and Ability to (Continued):

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education:

Equivalent to the completion of the twelfth grade, supplemented by college level course work in psychology and child growth and development.

Experience:

Two years of experience working with children in a special environment.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, CPR and first aid certificates.

SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential duties require the following physical skills and work environment:

Ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, reach, and lift 25 lbs.

Exposure to volatile and assaultive behavior; exposure to outdoors.

Ability to speak, write, and read a second language may be required for certain positions.

Approval Date: June, 1994.

Appendix 4

COMPREHENSIVE SCHOOL SAFETY PLAN

Part I – Public Components

2018-2019

School: Cypress Charter High School
Address: 2039 Merrill St.
Santa Cruz, CA 95062
Principal: Megan Tresham
Phone Number: 831-477-0302
E-mail Address: mtresham@losd.ca

District: Cypress Charter High School
Superintendent Dr. Lorie Chamberlain
Phone Number: 831-475-6333
E-mail Address: lchamberland@losd.ca

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Purpose of the Comprehensive School Safety Plan (CSSP)

Sections 32280-32288 of the California Education Code outline the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a Comprehensive School Safety Plan relevant to the needs and resources of that particular school.

It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated Comprehensive School Safety Plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses. Comprehensive School Safety Plans are required under SB 719 & AB 115 and must contain the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual School Accountability Report Card (SARC).

A copy of the Comprehensive School Safety Plan Public Version – Part I is available for review at the Cypress Charter High School office, and online at chs.losd.ca.

Plan Development and Approval

The Cypress Charter High School Comprehensive School Safety Plan has been developed by:

School Site Council

X School Safety Planning Committee

Which includes the following members:

Name	Membership Role
Megan Tresham	Principal or Principal's Designee
Travis Parker	Teacher from Cypress Charter High School
Kris Hill	Parent whose child attends the School
Maria Parrish	Classified Employee
Chad Ira	Law Enforcement Agency Representative
Rachel Star	Other

Key Dates of Plan Development and Approval	Date(s)
Meeting with representative of law enforcement agency to develop the Plan	
Meeting at the school site to allow members of the public the opportunity to review and express opinions about the Plan	
School Site Council approval of the Plan	
School District Board approval of the Plan	
Submission to Santa Cruz County Office of Education for audit review	

Current Status of School Crime

This section presents data that will be analyzed to assess the current status of school crime committed on the Cypress Charter High School campus and at school-related functions. Data presented include:

Findings from the analysis of the data presented above include:

School Safety Strategies and Programs

Cypress Charter High School is committed to school safety for all students, staff, and visitors. Many strategies and programs provide and maintain a high level of school safety.

School Vision/Mission Statement

Vision Statement

Cypress Charter High School graduates self-actualized citizens who utilize creativity, critical-thinking, and a comprehensive worldview, to be engaged and informed members of their communities.

Mission Statement

Cypress fosters a diverse student body through an inclusive community where each individual is seen and valued. Students utilize critical thinking skills in real-world applications, achieving personal and academic growth through a student-centered learning environment and a college preparatory curriculum.

Providing a safe learning environment is a priority for staff, parents, students, and school community members. Cypress Charter High School prepares students to be self-disciplined and responsible citizens who can meet the challenge of living in an ethnically and socio-economically diverse community. Cypress Charter High School promotes caring and nurturing relationships and work cooperatively with parents, students, law enforcement representatives, and other community agencies. Cypress Charter High School stresses prevention of violence on campus and prepares students to handle conflict, anger, and other threats to safety.

Programs are implemented to prevent drug, alcohol, and tobacco use. The Cypress Charter High School discipline policy provides students with behavior guidelines that are aligned to the California Education Code and district policies. School-wide rules, classroom rules, the dress code, and consequences for rule infractions provide students with clear expectations for behavior. The focus is to reduce barriers to learning as well as to build protective factors leading to student success, both academically and socially.

Intervention and prevention programs focus on positive youth development. Cypress Charter High School implements programs to create a positive school climate and promote social-emotional learning using research-based strategies. Cypress Charter High School implements multi-tiered systems of support/response to intervention for students that promote high expectations, maintain student engagement in school, and provide systems for student success.

Strategies and programs unique to Cypress Charter High School that provide a safe learning environment for all students, including specifically for LGBTQ students.

Beginning in Fall 2018 Cypress High School began implementation of Restorative Justice practices to address student needs and issues, both behavioral and social/emotional. Restorative Justice is founded on the principals that only by knowing and viewing the whole student and the history, experiences, trauma, etc. that shape their state of being can we help create strategies to support them in changing negative patterns that are negatively impacting their ability to access education.

Primarily we use the Circle of Support and Accountability (COSA) to devise a plan of support for the student and to hold them accountable for their actions. COSAs are positive experiences for students and the focus is on student strengths and abilities.

Using protocols developed by The Gender Spectrum, Cypress has designed policies to support LGBTQ students. We eliminate gender for all documents that go to teachers; we require all teachers and substitutes to take role by last name only, and use name of choice on all school documents when requested by student and/or parent. Our restroom facilities are gender neutral and we offer many opportunities to celebrate our LGBTQ population including Coming out day.

Other ways we provide a safe learning environment are allowing students to use individualized learning techniques to support their different learning styles; a focus on student's strengths during SST's, 504 and IEP meetings as well as COSAS; staff availability for students' academic needs including keeping grades current, making parent contact when student's grades drop abruptly or fall below a C, offering regular scheduled office hours, and placement into academic support classes when needed.

Staff are also available for socio-emotional needs that arise, for example, student's who are in crisis or just having a hard time know that they can, at any time, ask to talk with the counselor and if the counselor's not available they will talk with other staff or be seen as soon as possible. Students at Cypress are encouraged and supported in advocating their needs and staff is available to listen when this happens.

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Child Abuse Reporting Procedures

(EC 35294.2 [a] [2]; PC 11166)

All school staff members actively monitor the safety and welfare of all students. Staff members understand their responsibility as child-care custodians and will immediately report all cases of known and suspected child abuse pursuant to Penal Code Section 11166. District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

Penal Code 11166. (a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written follow up report within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any non-privileged documentary evidence the mandated reporter possesses relating to the incident.

Plans are also completed to assure ongoing monitoring of the student. School staff work closely with police and Child Protective Services with follow up actions as needed. Considerable effort is made to maintain the confidentiality of the student and employee in all cases of child abuse reporting. Copies of all written reports are maintained in a confidential file in the principal's office. Board Policy 5141.4 addresses Child Abuse Prevention and Reporting and is included in the Appendix of the Comprehensive School Safety Plan.

Emergency/Disaster Preparedness Training Schedule

Cypress Charter High School will provide all students and staff with emergency/disaster preparedness training in a variety of procedures according to the following schedule:

Training	Date(s)
Fire Procedures	8/21/2018, 9/5/2018
Lock Down Procedures	9/5/2018, 11/7/2018
Code Red Procedures	9/5/2018, 11/7/2018
Shelter in Place Procedures	9/5/2018, 11/7/2018,
Earthquake Emergency Procedures	10/18/2018

Procedures for Emergency Use by Public Agency – BP 3516

As documented in Board Policy 3516, public agencies, including the American Red Cross, have permission to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board will cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. Board Policy 3516 is included in the Appendix.

Suspension/Expulsion Policies – BP 5144.1

As documented in Board Policy 5144.1, the school desires to provide students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. Rules and regulations set the standards of behavior expected of students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion. Board Policy 5144.1 is included in the Appendix.

Procedures to Notify Teachers of Dangerous Pupils – BP 5148

As documented in Board Policy 5148, the Superintendent or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom. Board Policy 5148 is included in the Appendix.

Every fall, teachers are provided with a 3 year suspension report that lists all students suspended in the past 3 years.

Nondiscrimination/Harassment Policy – BP 5145.3

As documented in Board Policy 5145.3, the Board of Education desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and/or bullying of any student, based on actual or perceived characteristics of race or ethnicity, color, nationality, national origin, ethnic group identification, age, religion, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics. Board Policy 5145.3 is included in the Appendix.

Strategies and programs unique to Cypress Charter High School that provide a safe school environment for all students, including specifically for LGBTQ students.

Cypress High School Safe Place Policy

- At Cypress High School, the highest priority is keeping the school safe for all students to learn and grow. In order to keep Cypress High School a safe place for students, the following will be enforced:
- No drug/alcohol or party talk
- Cypress is a drug/alcohol free school
- No hate speech/inappropriate language
- Classrooms will be left clean and orderly
- Respect School and Personal property
- Respect the boundaries of fellow students and staff
- Challenge ideas not people
- Respect the privacy and autonomy of all students on campus and online

Cypress HIGH SCHOOL CLASS RULES

Students are expected to treat others in the Cypress community with respect and contribute to a non-disruptive learning environment. The following rules reflect the importance of supporting a learning environment that is safe, clean and respectful.

To maintain safe environment for all students, students are expected to;

Refrain from gang oriented behavior

Not bring pocket knives, box cutters or other items that could be used as a weapon

Refrain from threatening others and hate speech

Wear clothing that does not reflect drug references or drug use (i.e. candy bead bracelets)

Follow all guidelines for use of computers, social media, and school issued email accounts

To support a positive learning environment students are expected to;

Actively participate in class

Remove sunglasses or hoods

Abstain from drug and alcohol use at school

Follow teacher directions

Ask permission to listen to music

Refrain from public displays of affection (like kissing or sitting on laps)

Refrain from drug or party talk

Support and engage in class activities

Dress Code – BP 5132

As documented in Board Policy 5132, the Board of Education believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process. Students are prohibited from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Board Policy 5132 is included in the Appendix.

Cypress encourages comfort within the parameters of safety, style, good taste, and the underlying expectation that NO staff member or student will be made to feel uncomfortable, threatened, or demeaned by another's dress. This applies to headwear, footwear, and all items of clothing. Specifically forbidden are messages that promote hate toward a specific group based on perceived gender, nationality, ethnicity, religion, sexual preference, appearance, or disability. Similarly, any clothing that is perceived to promote any gang affiliation (numbers, colors, signs, etc.) will not be tolerated, nor will any references to tobacco, alcohol, or other drug use or propagation. Sexually graphic references, profanity, and vulgarity are to be avoided.

Clothing that does not sufficiently cover an appropriate amount of a student's body, or that reveals an excessive amount of undergarments, will be substituted by something more substantial.

Footwear is mandatory year-round—no bare feet!!

Students who are unable—or who refuse—to comply with our dress expectations will either be offered substitute clothing to cover up, or a parent will be called to bring to campus more school-appropriate attire.

Rules and Procedures for School Discipline – BP 5144

As documented in Board Policy 5144, the Board of Education is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

Cypress Charter High School uses the same comprehensive set of student discipline policies as the Live Oak School District. These policies are printed and distributed as part of the school's parent, student and teacher handbooks and will describe the school's expectations regarding school rules, attendance, substance abuse, violence, safety, and the dress code. We are currently revising this handbook as the current version is outdated.

Any student who engages in repeated violations of the school's behavioral or academic expectations is required to attend a meeting with the principal or designee and the student's parent or guardian. The school prepares specific, written behavior contract (Exhibit I) outlining student conduct expectations, timelines, and consequences for failure to meet the expectations which may include, but are not limited to, suspension or expulsion. The school's policies provide students with an opportunity for due process, pursuant to applicable federal law regarding students with disabilities. The principal or designee may, pursuant to the school's adopted policies, discipline and suspend students. If students fail to comply with the terms of a behavior contract, the Principal may recommend school transfer to the Governance Council. Cypress will include suspension and expulsion data in its annual performance report and this information will also be forwarded to LOSD for the district's data collection purposes. Students who present an immediate threat to health and safety may also be immediately suspended by the Cypress Principal or their designee and later expelled by the Live Oak School upon recommendation from the principal and pursuant to California Education Code.

Cypress will follow the California Education Code in determining all disciplinary actions for students, and will confer with LOSD personnel on such issues as deemed necessary. Cypress administration will follow all relevant laws protecting the

constitutional rights of students and will provide due process for all students including regulations regarding students with disabilities.

Discipline Policy

The Charter Governance Council, with the support and involvement of parents, students and staff, develops the school's discipline policy within the confines of the Education Code 48900.

The Charter Governance Council annually reviews the school's discipline policy and suspension data, and makes revisions as needed.

The school's Discipline Committee (comprised of parent volunteers) meets as needed to address individual student's discipline patterns.

Due process procedure for students

The charter school adheres to district policy and Education Code sections in 48900 on due process.

The charter school follows the district policy and administrative regulations in regard to due process for students.

Procedure for appeals of disciplinary action

The charter school adheres to district policy, district administrative regulations and Education Code sections in 48900 on appeals of disciplinary action.

Procedure for ensuring rights of students

The charter school adheres to district policy, district administrative regulations and Education Code sections in 48900 on ensuring the rights of students.

Ensuring educational access for all students, including students who have been suspended or expelled

The charter school adheres to district policy and Education Code sections in 48900 on educational access for all students, including students who have been suspended or expelled.

The charter school follows the district policy and administrative regulations in regard to ensuring educational access for all students, including students who have been suspended or expelled.

Consultation, Cooperation and Coordination with other School Site Councils or School Safety Plan Committees

Describe collaboration with other schools in the development of the Comprehensive School Safety Plan OR delete this section.

Bullying Prevention – BP 5131.2

As documented in Board Policy 5131.2, the Board of Education is committed to creating a safe learning and working environment for all students and employees. The Board of Education recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or groups of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel. Board Policy 5131.2 is included in the Appendix.

Strategies and programs unique to Cypress Charter High School that prevent bullying for all students, including specifically for LGBTQ students.

In our Freshman Core class, a topic that is discussed at length is healthy relationships which includes setting healthy boundaries, affirmative consent, warning signs of unhealthy relationships, how and where to seek help when involved in

an unhealthy relationship and digital citizenship. When interpersonal issues arise between our students, we intervene in a positive and supportive way that allows for student's voices and for understanding of each other that usually results in resolution or at the very least healthier boundaries that prevent further incidence. These mediations usually occur early in the conflict before escalation because our students know to ask for help when the conflict is beyond what they can handle. In the rare incidence that a situation has escalated we would hold a COSA (Circle of Support and Accountability) and involve administration, guardians, staff to allow all parties to express their frustrations and needs and come up with an appropriate course of action that allows for learning and healing. In regards to prevention of bullying in our LGBTQ community, our consistent message from all staff at Cypress is that we are an inclusive, safe environment where all students are accepted for who they are and celebrated for their differences. This is a large part of our school culture that our staff protects, as well as our students. Teachers have "Safe Space" signs posted in classrooms and throughout the campus. Teachers also participate in student activities that support and celebrate different student groups. In the rare instance that we have a student say a racial, homophobic, or degrading comment, it is promptly brought to the attention of the teacher, counselor, or principal and dealt with immediately. Students at Cypress know that intolerance is outside our cultural norms and maintaining an emotionally safe environment is of the utmost importance at our school.

Positive School Climate – BP 5137

As documented in Board Policy 5137, the Board of Education desires to enhance student learning by providing an orderly, caring, and nurturing educational and social environment in which all students can feel safe and take pride in their school and their achievements. The school environment should be characterized by positive interpersonal relationships among students and between students and staff.

The district's curriculum shall include age-appropriate character education which includes, but is not limited to, the principles of equality, human dignity, mutual respect, fairness, honesty, and citizenship. The Superintendent or designee may develop other strategies to enhance students' feelings of connectedness with the schools, such as campus beautification projects, graffiti removal, development of extracurricular activities and after-school programs, pairing of adult mentors with individual students, recognition of student achievement, and encouragement of strong family and community involvement in the schools. Board Policy 5137 is included in the Appendix.

The school's small size creates connections across ages and classrooms, and encourages a strong sense of community within classrooms and throughout the school. Our school-wide discipline plan focuses on student learning and social responsibility as well as early and continued intervention. Students of concern are discussed by staff so that we can work as a team to support those individuals early. SST meetings, modeled on the principles of Restorative Justice are scheduled to rally the team and the family around the student to create a plan and a support network. As a staff, we are moving towards full implementation of Restorative Justice practices and staff members have participated in site specific trainings in Restorative Justice. In addition staff are encouraged to seek professional development opportunities that highlight the social emotional needs of students, and to share best practices. Student stakeholders are routinely involved in the consultation phases of policy making. A social emotional counselor is on staff (.5 FTE) and we utilize additional services from our community partners as needed, including, The Diversity Center Youth Program, Safe Schools Project, Social Work interns from CSUMB, and counselors from Encompass for both small groups and individuals.

Describe strategies and programs that this school uses to promote a positive school climate here:

Full time counselor meets with students as needed to address social/emotional concerns or issues impeding student success at school.

Principal has open door policy to discuss student safety and social/emotional needs of students.

Cypress currently has two CSUMB Social Work interns who meet weekly with specific students identified as having a greater need for support.

Cypress contracts with Encompass Services to provide counseling for students with IEPs.

We communicate with the School Resource Office from the SCC Sheriff's department as needed to address safety concerns or potential crimes committed by students or when a Cypress student is a victim of a crime.

We coordinate with Santa Cruz County Behavioral health to access MERT services when we believe students are at risk for self-harm or are having suicidal ideation.

Strategies and programs unique to Cypress Charter High School that create a positive school climate for all students, including specifically for LGBTQ students.

Learning requires a community that values and supports all students and staff. Our school climate is characterized by a feeling of safety, security and inclusion. Cypress will offer gender-neutral restroom facilities for all students and will develop policies and procedures as recommended by The Gender Spectrum to address the specific needs of transgender and gender-expansive students.

As a benefit of our small school environment, teachers are able to discuss student progress both in academics and in areas outside of school and identify student challenges to success. We craft specific plans of support to address those needs, whether personal or academic.

Uniform Complaint Procedure – BP 1312.3

As documented in Board Policy 5137, the Board of Education recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation. Board Policy 1312.3 is included in the Appendix.

Strategies and programs unique to Cypress Charter High School that encourage early resolution of complaints for all students, including specifically for LGBTQ students.

Protocols to Address Mental Health Care of Pupils Who Have Witnessed a Violent Act

Pupils who have witnessed a violent act at school or at a school-sponsored activity, while going to or coming from school or a school sponsored activity, or during a lunch period on or off campus, will need attention to address their mental health. Witnessing violence and being a victim of violence at school have been found both positively and significantly associated with child psychological trauma symptoms and self-reported violent behavior, even after controlling for the effects of various demographic factors. Serious emotional and behavioral consequences can occur for students who are merely witnesses to violence (Flannery, D. J., Wester, K. L., & Singer, M. I., 2004).

Cypress uses a suicide screening process when we believe students are at risk of self-injury. We contact with SCC Behavioral Health's MERT to access students at the greatest risk. We utilize Encompass Services and make referrals to Youth Services for students needed mental health care. Our full time counselor provides one-on-one support to students facing an emergent mental health crisis and refers out as necessary.

Procedures for Safe Ingress and Egress of Pupils, Parents, and School Employees to and from school

In an effort to assure the safety and welfare of students, parents, and visitors to Cypress Charter High School, the following procedures should be followed when traveling to and from the school site:

- Daily Bus Drop-off & Pick-up at School:
- Students Walking to School:
- Students and Adults visiting the school site after hours or on weekends:

Appendix

Board Policy 5141.4 Child Abuse Prevention and Reporting

Board Policy 3516 Emergencies and Disaster Preparedness

Board Policy 5144.1 Suspension and Expulsion/Due Process

Board Policy 4158 Employee Security/Teacher Notification

Board Policy 5145.3 Nondiscrimination/Harassment

Board Policy 5132 Dress and Grooming

Board Policy 5144 Discipline

Board Policy 5131.2 Bullying Prevention

Board Policy 5137 Positive School Climate

Board Policy 1312.3 Uniform Complaint Procedure

Community Relations
UNIFORM COMPLAINT PROCEDURES

BP 1312.3

The Governing Board recognizes that the COE has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The COE shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination, harassment, intimidation or bullying and shall seek to resolve those complaints in accordance with the uniform complaint procedures.

The COE shall follow uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation or bullying in COE programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics.

Uniform complaint procedures shall also be used when addressing complaints alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs.

The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

The County Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The County Board encourages the early, informal resolution of complaints at the site level whenever possible.

The County Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate the process. The

Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations

The COE's Williams uniform complaint procedure, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

1. Sufficiency of textbooks or instructional materials
2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Teacher vacancies and misassignments
4. Local Control Funding Formula
5. Local Control Accountability Plan

Adopted 11/20/2014

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

Concepts and Roles

The County Board of Education shall make every effort to maintain a safe, positive school environment and student services that promote student welfare and academic achievement. The County Board expects students to make good use of learning opportunities by demonstrating regular attendance, appropriate conduct and respect for others.

(cf. 5113 – Absences and Excuses)
(cf. 5151 – Conduct)
(cf. 5137 – Positive School Climate)

The County Board is fully committed to providing equal educational opportunities and keeping the schools free from discriminatory practices. The County Board shall not tolerate the intimidation or harassment of any student for any reason.

(cf. 5145.3 – Nondiscrimination/Harassment)

The County Superintendent of Schools or designee shall establish and keep parents/guardians and students well informed about school and COE rules and regulations related to attendance, health examinations, records, grades and student conduct.

(cf. 5125 – Student Record)
(cf. 5144 – Discipline)
(cf. 5144.1 – Suspension and Expulsion/Due Process)
(cf. 5145.6 – Parental Notifications)
(cf. 9000 – Role of the Board)

Legal Reference:
EDUCATION CODE
35160 Authority of County Boards
35291-35291.5 Rules

Adopted: 10/16/2014

PARENT RIGHTS AND RESPONSIBILITIES

The County Board of Education recognizes that parents/guardians of Santa Cruz County Office of Education (COE) students have certain rights as well as responsibilities related to the education of their children.

The County Board believes that the education of COE students is a shared responsibility. The County Superintendent of Schools or designee shall work with parents/guardians, including parents/guardians of English learners to determine appropriate roles and responsibilities of parents/guardians, school staff and students for continuing the intellectual, physical, emotional and social development and well-being of students at each school site, including the means by which the schools and parents/guardians can help students achieve academic and other standards of the school.

Within the framework

(cf. 5113 – Absences and Excuses)

(cf. 5151 – Conduct)

(cf. 5137 – Positive School Climate)

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(cf. 5125 – Student Record)

(cf. 5144 – Discipline)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

(cf. 5145.6 – Parental Notifications)

(cf. 9000 – Role of the Board)

Legal Reference:

EDUCATION CODE

35160 Authority of County Boards

35291-35291.5 Rules

Adopted: 10/16/2014

STUDENT AND FAMILY PRIVACY RIGHTS

The County Board of Education respects the rights of students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information. The County Superintendent of Schools or designee shall develop regulations to ensure compliance with law when the Santa Cruz County Office of Education (COE) requests, retains, discloses, or otherwise uses the personal information of its students and their families.

The regulation shall, at a minimum, address the following:

1. Whether the COE may collect the personal information of students for marketing or sale
2. How the COE will administer surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect:
 - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum
4. Whether the COE may administer any nonemergency invasive physical examination or screening
5. Notifications the COE will provide to students and parents/guardians with respect to their privacy rights

The County Superintendent or designee may consult with parents/guardians regarding the development of the procedures. (20 USC 1232h)

Adopted: 10/16/2014

STUDENT WELLNESS

The County Board of Education recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for Santa Cruz County Office of Education (COE) students. The County Superintendent of Schools or designee may build a coordinated school health system that supports and reinforces health literacy through health education, physical education and activity, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

To encourage consistent health messages between the home and school environment, the County Superintendent or designee may disseminate health information and/or the COE's student wellness policy to parents/guardians through school newsletters, handouts, parent/guardian meeting, COE and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

School Health Council/Committee

The County Superintendent or designee may permit parents/guardians, students, physical education teachers, school health professionals, County Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the COE's student wellness policy.

To fulfill this requirement, the County Superintendent or designee may appoint a school health council or other committee whose membership may include representatives of these groups. He/she also may invite participation of other groups or individuals, such as health educators, curriculum directors, counselors, health practitioners, and/or other interested in health issues.

Nutrition and Physical Activity Goals

The County Board may adopt goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.

The COE's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks and content standards, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

Nutrition education may be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program.

The County Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The County Superintendent or designee may encourage staff to serve as positive role models for healthy eating and physical fitness. He/she may promote work-site wellness and may provide opportunities for regular physical activity among employees. Professional development may include instructional strategies that assess health knowledge and skills and promote healthy behaviors.

Nutritional Guidelines for Foods Available at School

For all foods available at each site during the school day, the COE may adopt nutritional guidelines which promote the objectives of promoting student health and reducing childhood obesity.

The County Board believes that foods and beverages available to students at COE schools should support the health curriculum and promote optimal health, taking into consideration the needs of students with special dietary needs.

In order to maximize the COE's ability to provide nutritious meals and snacks, all COE schools may participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after school snack programs, to the extent possible. When approved by the California Department of Education, the COE may sponsor a summer meal program.

The County Superintendent or designee shall encourage parents/guardians or other volunteers to support the COE's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations should be held after the lunch period, when possible.

Program Implementation and Evaluation

The County Superintendent may designate one or more COE employees, as appropriate, to ensure that each school site complies with this policy.

The County Superintendent or designee may inform and update the public, including parents/guardians, students, and others in the community, about the contents and implementation of this policy. He/she may periodically measure and make available to the public an assessment of the extent to which COE schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy.

To determine whether the policy is being effectively implemented throughout the COE and at each school, the following indicators may be used:

1. Descriptions of the COE's nutrition education, physical education, and health education curricula by grade level
2. Number of minutes of physical education instruction offered at each grade span
3. Number and type of exemptions granted from physical education
4. Results of the states fitness test
5. An analysis of the nutritional content of meals served based on a sample of menus
6. Student participation rates in school meal programs, compared to percentage of students eligible for free and reduced-price meals
7. Number of sales of non-nutritious foods and beverages in fundraisers or other venues outside of the COE's meal programs
8. Feedback from food service personnel, school administrators, the school health council, parents/guardians, students, teachers, before and after school program staff, and/or other appropriate persons

Adopted: 10/16/2014

CHRONIC ABSENCE AND TRUANCY

The County Board of Education believes that excessive student absenteeism and tardiness, whether caused by excused or unexcused absences, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The County Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the Santa Cruz County Office of Education.

The County Superintendent of Schools shall establish a system to accurately track student attendance in order to identify individual students classified as chronic absentees and truants, as defined in law and administrative regulation.

The County Superintendent or designee may develop strategies that focus on prevention of attendance problems, which may include, but are not limited to efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The County Superintendent or designee may also develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

The County Superintendent or designee may work with students, parents/guardians, school staff and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy. He/she also may collaborate with child welfare services, law enforcements, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to ensure that alternative educational programs and nutrition, health care, and other support services are available for students and families and to intervene as necessary when students have serious attendance problems.

Students who are identified as truants shall be subject to the interventions specified in law and administrative regulations.

A student's truancy, tardiness, or other absence from school shall not be the sole basis for his/her out-of-school suspension or expulsion. Alternative disciplinary strategies and positive reinforcement for attendance shall be used whenever possible.

Adopted: 10/16/2014

SANTA CRUZ COUNTY OFFICE OF EDUCATION BOARD POLICY

Section 5000: Students

BP 5118.1

INTERDISTRICT ATTENDANCE APPEALS

Education Code Section 46601 et seq. gives the responsibility of hearing interdistrict attendance appeals to the County Board of Education for school districts within the county. The County Board of Education has established the following guidelines for considering appeals.

1. In general, pupils attend school in the district of residence.
2. The County Board of Education will only hear appeals of interdistrict attendance requests that have been denied by the district of residence, or requested district, or if the district failed to rule on the request.
3. School districts should not admit a pupil living in another school district until an interdistrict attendance agreement has been approved by the district of residence, or while an appeal before the County Board of Education is pending.
4. Persons who wish to present an appeal of an interdistrict attendance decision must comply with the timeline established by the County Office of Education and provide all information required for the Board to hear the appeal.
5. It is the responsibility of the person filing the appeal to provide evidence that supports one or more of the criteria specified in this Board Policy for granting an appeal.
6. Preference or convenience of parents or the pupil alone will not constitute basis for granting an appeal.

Timelines

1. Pupils and/or their parents or guardians must request an appeal hearing within thirty (30) calendar days from the date the request was denied by either the school district of residence or the school district of requested attendance, or if a district fails to respond.
2. The County Board of Education shall, within thirty (30) calendar days after the appeal is filed, hear the appeal and determine whether the student should be permitted to attend the district of desired attendance and the applicable period of attendance.

3. If the written appeal is complete and appropriate, the County Superintendent will place the matter on the County Board of Education's agenda for a regular or special meeting to be held no later than thirty (30) calendar days following the effective date of the appeal. In the event that compliance by the County Board within the time requirement for determining whether the pupil should be permitted to attend in the district in which the pupil desires to attend is impractical, the County Board or the County Superintendent of Schools, for good cause, may extend this thirty (30) day period an additional five (5) school days.
4. Any new supporting evidence must be submitted to the Santa Cruz County Office of Education no later than 72 hours prior to the appeal hearing.
5. The County Board of Education may grant a continuance to any party upon showing of good cause. Such continuances shall result in an extension of the timeline for a determination by the County Board to the number of days of the granted extension.

Legal Reference:
Education Code 46601

Limitations on County Board Authority

The County Board of Education has no authority to consider the following interdistrict attendance request appeals or issue:

1. To determine the specific school within the school district where the pupil will be enrolled.
2. Denial of an interdistrict attendance request by a pupil under consideration for expulsion, or who has been expelled.
3. A dispute over the placement of a special education pupil, or the services provided to a special education pupil.
4. Determination by a school district regarding the validity of a caregiver affidavit.
5. Pupils who seek a transfer to a School District of Choice (also known as an "open enrollment district") under Education Code Section 48300 et seq.
6. Pupils who seek a transfer under the Open Enrollment Act (also known as the "Romero Bill"), which relates to transferring from a persistently low achieving school, pursuant to Education Code sections 48350 et seq.
7. Pupils who seek to attend school pursuant to Education Code section 48204(b) in other than their district of residence based solely on the parent/guardian's employment in the district of proposed attendance.
8. Revocations of an interdistrict transfer application.

Consideration of an Appeal by the County Board of Education

The County Board has discretion and authority to determine whether to grant or deny an interdistrict transfer attendance appeal in accordance with this Board Policy and applicable laws and regulations. In deciding whether to grant or deny an appeal, the Board shall consider this Board Policy, applicable laws and regulations, and weigh the evidence that supports the criteria supporting a transfer against the adverse impacts presented by the school district. The County Board will review the basis for the local board action that gave rise to the appeal and consider the merits of each case on an individual basis.

It is the responsibility of the parent/guardian or representative to file a written statement of appeal including evidence to support the appeal. The school district will have an opportunity to rebut the evidence and submit evidence of an adverse impact on the district. If the appellant is unable to present sufficient evidence upon which reasonable persons can rely, the Board may deny the appeal without considering the school district's evidence of an adverse impact.

Misinformation and/or falsification of information provided by either party may be cause for deciding against that party.

After considering the appeal, the Board will take one of the following actions:

1. Grant the appeal.
2. Deny the appeal.
3. Remand the matter for further consideration by the district(s).
This action may be taken only if new evidence or grounds are presented.

Criteria That Support Granting an Appeal

1. **The pupil's desire to remain in his/her school of current attendance for the balance of the semester or school year despite his/her change of residence.** The pupil's desire may be based on his or her anticipated graduation from the school of current attendance at the end of the semester or school year, or a need for educational continuity for the remainder of the semester or school year.
2. **The pupil's plan to move in the near future and desire to begin the semester or school year in his or her new school district.** The family must submit written proof of their plan to move into the district of proposed attendance. Such written proof may be a rental agreement, a contract to purchase a new property, or a similar document.
3. **The desire of the appellant to use childcare services that are within the boundaries of the school district.** The appellant must submit evidence substantiating that childcare services outside of the district of residence provide the only satisfactory childcare arrangement available, or that provision of childcare in the district of residence would impose a substantial hardship and/or cost.

4. **The acceptance of a sibling of the pupil for attendance for the current school year by the district of requested attendance when requiring the pupils to attend different school districts would create a hardship on the family.** The appellant must submit written documentation of the sibling's enrollment and demonstrate a hardship based upon childcare needs, transportation issues, employment location, or other significant factors.
5. **Remaining in the district of residence will seriously adversely impact the pupil's psychological or physical well-being.** The appellant must submit a written statement from the pupil's treating medical or mental health professional explaining why he or she has concluded that continuing to attend any school in the district of residence will seriously adversely impact the pupil's psychological or physical well-being.
6. **A substantial danger to the pupil's health or safety exists by remaining in the district of residence.** A danger to the pupil's health or safety must be supported by documentation from a qualified health expert, by police reports, by school records or by other documentation. Substantial danger based upon transportation issues may be included under this criterion. Appellant shall provide an explanation as to why the pupil cannot attend another school in the district.
7. **The pupil has been a victim of bullying.** "Bullying" means any severe or pervasive physical or verbal act, conduct, or written communication (including electronic communications) committed by a pupil or group of pupils that has or can be reasonably predicted to have the effect of one or more of the following on a reasonable pupil:
 - a) Fear of harm to the pupil's person or property
 - b) Experience a substantially detrimental effect on the pupil's physical or mental health
 - c) Experience substantial interference with the pupil's academic performance; and/or
 - d) Experience substantial interference with his or her ability to participate in or benefit from the services, activities or privileges provided by a school.

Appellants must submit written documentation to substantiate the pupil has been the victim of bullying. Written confirmation from a qualified health expert, police report and/or school personnel shall be conclusive.

Legal Reference:
Education Code 48900(r)(1) et seq.

8. **A specialized and specific district academic program or service is unavailable in the district of residence and is essential to the pupil's career or academic objectives.** The appellant must submit written documentation that the program or service is unavailable in the district of residence and essential to the pupil's career or academic objectives. The specific program or service must be directly related to and essential to the pupil's career objectives or academic advancement, and not be based solely on the pupil's interests in extracurricular activities or athletics.
9. **The pupil's residence is located such that the entrance and exit on streets or sidewalks in all directions require travel through the district of requested attendance, and by virtue of topography, street pattern, and location of homes in the neighborhood, the residence is land-locked.** The appellant must provide written documentation substantiating that the residence is land-locked and explain why such conditions make a change in school districts advisable.
10. **Other exceptional or extraordinary circumstances which would weigh heavily in favor of the pupil.** The appellant must specify and describe the type of exceptional or extraordinary circumstance and its effect on the pupil.

Criteria That Supports Denying an Appeal

1. **The negative financial impact of educating the pupil (district of proposed attendance) or losing the pupil (district of residence).** In either case, the impacted district(s) must demonstrate in writing that the pupil's transfer would place an undue hardship on the district's operations and/or resident pupils in terms of costs, reduced services, or other unacceptable outcomes.
2. **The pupil's demonstrated failure to meet reasonable standards relating to behavior, attendance, or attention to studies.** The demonstration of such failure by the district of proposed attendance must be based on a written explanation of the district's previous experience with the pupil under an interdistrict attendance agreement or on other documented evidence of behavior or attendance in the prior district of attendance.
3. **Overcrowding/lack of space for the pupil in the receiving district.** The district of proposed attendance must demonstrate in writing that the pupil's transfer would result in an undue hardship for the district's resident pupils in terms of overcrowding or enrollment in a specific program or school and/or would be a violation of law, facility use agreement, district policy or a collective bargaining agreement regarding class size limits.
4. **The negative impact of the pupil's transfer on a court ordered or voluntary desegregation plan of either district.** The district must provide in writing the details of court-ordered or voluntary desegregation plan and evidence of the anticipated negative impact of the pupil's transfer.

5. **The transfer of the pupil would violate the Education Code, a California Department of Education regulation, or some other law governing school districts.** The district must provide written documentation of the specific law or regulation that would be violated.
6. **Other exceptional or extraordinary circumstances that would weigh heavily in favor of the affected school district.** The school district must provide written documentation describing the exceptional or extraordinary circumstances.

Legal Reference:

Education Code

Sections 46601-46605; 48204, 48900

Adopted: May 15, 2014

Revised: December 17, 2015

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

The County Board of Education believes that grades serve a valuable instructional purpose by helping students and parent/guardians understand performance expectations and identifying the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement.

The County Superintendent of Schools or designee shall establish a grading system based on standards that apply to all students in that course and grade level. Teachers shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom.

A teacher shall base a student's grades on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and COE standards. Students shall have the opportunity to demonstrate this mastery through a variety of methods such as classroom participation, homework, tests and portfolios.

The teacher of each course shall determine the student's grade. The grade assigned by the teacher shall not be changed by the County Board or the County Superintendent except as provided by law, County Board policy or administrative regulation. (Education Code 49066)

When reporting student performance to parents/guardians, teachers may add narrative descriptions, observational notes, and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

Effect of Absences on Grades

If a student misses class without an excuse and does not subsequently turn in homework, take a test, or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance.

Grade Point Average

The County Superintendent or designee shall determine the methodology to be used in calculating students' grade point averages (GPA), including the course to be included with the GPA and whether extra grade weighting shall be applied to Advanced Placement, honors and/or concurrent postsecondary courses.

Adopted 10/16/2014

RELEASE OF DIRECTORY INFORMATION

The County Board of Education recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, County Board policy, and administrative regulation.

The County Superintendent of Schools or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with County Board policy and administrative regulation.

The County Superintendent of Schools or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her best interests of students. (Education Code 49073)

Under no circumstances shall directory information be disclosed to a private profitmaking entity, except for representatives of the news media and prospective employers, in accordance with County Board policy. Private schools and colleges may be given the names and addresses of 12thgrade students and students who are no longer enrolled provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

Adopted: 10/16/2014

CHILD ABUSE PREVENTION AND REPORTING

The County Board of Education recognizes the Santa Cruz County Office of Education's (COE's) responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly.

The COE's instructional program shall include age appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain the student's right to live free of abuse, inform them of available support resources, and teach them how to obtain help and disclose incidents of abuse. The curriculum also may include training in self-protection techniques.

The County Superintendent or designee shall seek to incorporate community resources into the COE's child abuse prevention programs. To the extent feasible, the County Superintendent or designee shall use these community resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The County Board recognizes that child abuse has severe consequences and that the COE has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The County Superintendent or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.

Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.

The County Superintendent or designee shall provide training regarding the reporting duties of mandated reporters.

In the event that training is not provided to mandated reporters, the County Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)

Adopted: 10/16/2014

SCHOOL HEALTH SERVICES

The County Board of Education recognizes that good physical and mental health is critical to a student's ability to learn and believes that all students should have access to comprehensive health services.

The County Board and the County Superintendent of Schools or designee shall collaborate with local and state agencies and health care providers to assess the health needs of students in COE programs and the community. Based on the results of this needs assessment and the availability of resources, the County Superintendent or designee may approve the types of health services to be provided by the COE.

The County Superintendent or designee may identify funding opportunities available through grant programs, private foundations, and partnerships with local agencies and organizations.

The County Board and County Superintendent may prioritize school health services to programs with the greatest need, including programs with medically underserved populations a high percentage of low-income and uninsured children and youth, large numbers of English learners, Academic Performance Index rankings in decile 1-3, and/or a shortage of health professionals in the community.

School health services shall be provided or supervised by a licensed health care professional. The County Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.

If a school nurse is employed by the COE, he/she shall be involved in planning and implementing the school health services as appropriate.

The County Superintendent or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, nutrition and physical fitness programs, and other activities designed to create a healthy school environment. The County Superintendent or designee shall encourage joint planning and regular communications among health services staff, administrators, teachers, counselors, other staff, and parents/guardians.

Consent and Confidentiality

The County Superintendent or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the

services pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

The County Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

Payment/Reimbursement for Services

The County Board desires that costs not be a barrier to student access to services. Services may be provided free of charge or on a sliding scale in accordance with law.

The County Superintendent or designee shall establish procedures for billing public and private insurance programs and other applicable programs for reimbursement of services as appropriate.

The COE shall serve as a Medi-Cal provider to the extent feasible, comply with all related legal requirements, and seek reimbursement of costs to the extent allowed by law.

To further encourage student access to health care services, the County Superintendent or designee may develop and implement outreach strategies to increase enrollment of eligible students from low to moderate income families in affordable, comprehensive state or federal health coverage programs and local health initiatives. Such strategies may include, but not be limited to, providing information about the Medi-Cal program on the application for free and reduced-price meals in accordance with law and providing students and parents/guardians with information about the low-cost Healthy Families insurance program.

Program Evaluation

In order to continuously improve school health services, the County Board and County Superintendent may evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The County Superintendent or designee may provide the County Board with periodic reports that may include, but not necessarily be limited to, rates of participation in school health services; changes in student outcomes such as school attendance or achievement; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenue.

Adopted: 10/16/2015

SUICIDE PREVENTION

The County Board of Education recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the County Superintendent of Schools or designee shall develop preventative strategies and intervention procedures.

The County Superintendent or designee may involve school health professionals, school counselors, administrators, other staff, parents/guardians, students, local health agencies and professionals, and community organizations in planning, implementing, and evaluating the COE's strategies for suicide prevention and intervention.

Prevention and Instruction

Suicide prevention strategies may include, but not be limited to efforts to promote a positive school climate that enhances student's feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students.

The Santa Cruz County Office of Education's comprehensive health education program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and self-esteem. Suicide prevention instruction may be incorporated into the health education curriculum in the secondary grades. Such instruction shall be aligned with state content standards and shall be designed to help students analyze signs of depression and self-destructive behaviors, including potential suicide, and to identify suicide prevention strategies.

The County Superintendent or designee shall offer parents/guardians education or information which describes the severity of the youth suicide problem, the COE's suicide prevention curriculum, risk factors and warning signs of suicide, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis.

Staff Development

Suicide prevention training for staff shall be designed to help staff identify and respond to students at risk of suicide. The training shall be offered under the direction of a counselor/psychologist and/or in cooperation with one or more community mental health agencies and may include information on:

1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance use problems, family history of

- suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors
2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior
 3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health
 4. School and community resources and services
 5. COE procedures for intervening when a student attempts, threatens, or discloses the desire to commit suicide

Intervention

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the principal or school counselor. The principal or counselor shall then notify the student's parents/guardians as soon as possible and may refer the student to mental health resources in the school community.

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall complete the suicide prevention curriculum, including identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

The County Superintendent or designee shall establish crisis intervention procedures to ensure student safety and appropriate communications in the event that a suicide occurs or an attempt is made on campus or at a school-sponsored activity.

Adopted: 10/16/2014

SAFETY

The County Board of Education recognizes the importance of providing a safe school environment that is conducive to learning and helps ensure student safety and the prevention of student injury. The county Superintendent of Schools or designee shall implement appropriate practices to minimize the risk of harm to students, including, but not limited to, practices relative to school facilities and equipment, the outdoor environment, educational programs, and school-sponsored activities.

Staff shall be responsible for the proper supervision of students during school hours, during school sponsored activities, and while students are using Santa Cruz County Office of Education transportation.

The County Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety, as well as injury and disease prevention.

Approved: 10/16/2014

STUDENT EXPULSION APPEALS

The County Board of Education shall hear and determine an appeal of an expulsion order issued against a student by a school district within the jurisdiction of the Santa Cruz County Office of Education.

A student expelled by the Board of a school district or his/her parent/guardian (appellant) may appeal the expulsion to the County Board within 30 days of the school's action. The appeal shall be filed in writing and shall include the following information:

1. Name of the expelled student
2. Contact address and telephone number of the student and/or parent/guardian
3. Name of respondent school board
4. Date of respondent school board's action to expel student
5. Ground(s) on which appeal is based

The appellant shall submit to the County Board, a certified copy of the written transcripts and supporting documents of the proceedings before the COE. Because delay in receiving the transcripts may prejudice the student's case, the student is encouraged to request a copy of the transcripts and other related records from the district no later than the date on which the appeal is filed. (Education Code 48921)

The County Board shall hold a hearing within 20 school days of the filing of the appeal. (Education Code 48919)

No later than 10 days prior to the hearing, the secretary to the County Board shall serve upon the student and the respondent school board, by certified mail, return receipt requested, a notice of the hearing including details such as the date, time and place of the hearing. The notice shall also contain a statement that the hearing shall be in closed session unless the student requests in writing at least five days prior to the hearing, that the hearing be conducted in open session.

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 354145, the County Board shall hear an appeal of an expulsion order in closed session, unless the student requests in writing at least five days prior to the hearing that the hearing be conducted at a public meeting. If such request is made, the hearing shall be public unless another student's privacy rights would be violated. (Education Code 48920)

Whether the expulsion hearing is held in closed or public session, the County Board may meet in closed session to deliberate on the appeal. If the County Board their representative(s) shall also be allowed to attend the closed session.

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcript of the proceedings can be made (Education Code 48919)

Scope of Review

The County Board shall determine the appeal based on the record of the hearing before the COE governing board and other applicable documentation and/or regulations. No evidence other than that contained in the record of proceedings of the COE governing board shall be heard except in a *de novo* proceeding, granted pursuant to Education Code 48923. (Education Code 48921)

A *de novo* proceeding involves an independent determination by the County Board of all the issues previously considered by the school COE's governing board.

The County Board's review shall be limited to: (Education Code 48922)

1. Whether the governing board acted without or in excess of its jurisdiction
2. Whether there was a fair hearing before the governing board
3. Whether there was a prejudicial abuse of discretion in the hearing. Abuse of discretion is established if:
 - a. School officials did not meet the procedural requirement of Education Code 48900-48926
 - b. The decision to expel the student is not supported by the findings prescribed by Education Code 48915; or
 - c. The findings are not supported by the evidence
4. The County Board shall render its final decision within three school days of the hearing unless the student requests a postponement (Education Code 48919)

The County Board's decision shall be limited as follows: (Education Code 48923)

1. Where the County Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced, or which was improperly excluded at the hearing before the governing board, the County Board may remand the matter to the governing board for reconsideration or grant a hearing *de novo*.

2. Where the County Board determines that the governing board's decision is not supported by findings required to be made by Education Code 48915, but evidence supporting such findings exists in the record of the proceedings, the County Board shall remand the matter to the governing board for adoption and inclusion of the required findings.
3. In all other cases, the County Board shall either affirm or reverse the decision of the governing board. If the County Board reverses a governing board's decision, the County Board may direct the governing board to expunge all references to the expulsion action from the COE and student's records, and the expulsion shall be deemed not to have occurred.

The decision of the County Board shall be final and binding upon the student and the governing board. The student and governing board shall be notified of the final order of the County Board, in writing, either by personal service or by certified mail. The order shall become final when rendered. (Education Code 48924)

Adopted: 10/16/2014

DISCIPLINE

The County Board of Education desires to provide a safe, supportive, and positive school environment conducive to student learning and to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The County Board believes that high expectations for student behavior, use of effective school and classroom management strategies, and parent involvement can minimize the need for discipline.

The County Superintendent of Schools or designee shall approve for each school, a complement of effective, age-appropriate strategies for correcting student behavior. Such strategies may include, but are not limited to, conferences with students and their parents/guardians; use of study, guidance, or other intervention-related teams; enrollment in a program teaching pro-social behavior or anger management; and participation in a restorative justice program. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension and expulsion, shall be imposed only when required by law and when other means of correction have failed. (Education Code 48900.5)

County Board policies and administrative regulations shall outline acceptable student conduct and provide the basis for sound disciplinary practices.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs. However, the rules shall be consistent with law, County Board policy, and administrative regulations. The County Board may review, at an open meeting, the approved school discipline rules for consistency with County Board policy and state law. (Education Code 35291.5)

At all times, the safety of students and staff and maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the Santa Cruz County Office of Education's nondiscrimination policies.

The County Superintendent or designee shall provide professional development as necessary to assist staff in developing consistent classroom management skills,

implementing effective disciplinary techniques, and establishing cooperative relationships with parents/guardians.

The County Superintendent or designee may report to the County Board regarding disciplinary strategies used in each school in the immediately preceding school and their effect on student learning.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49901)

However, corporal punishment does not include any pain or discomfort suffered by a student as a result of his/her voluntary participation in an athletic or other recreational competition or activity. In addition, an employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons, to prevent damage to property, or to obtain possession of weapons or other dangerous objects within the control of the student is not corporal punishment (Education Code 49901)

Adopted: 10/16/2014



Classified Employee Unit Agreement

**By and Between the
Santa Cruz County Superintendent of Schools
and the
California School Employees Association, Chapter #484**

July 1, 2015 - June 30, 2018

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PREAMBLE

THIS AGREEMENT, hereinafter referred to as the "Agreement" is entered into by and between the Santa Cruz County Superintendent of Schools hereinafter referred to as "County Superintendent," designated as the County Office of Education, and the California School Employees Association, Santa Cruz County Office of Education, Chapter #484, hereinafter referred to as "Association".

The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code and addresses all those subjects defined by Government Code Section 3543.2 to be within the scope of representation. In that, within the County Office of Education, a Merit System has been established, the parties recognize that the Personnel Commission of the Santa Cruz County Office of Education has the rule-making responsibility and authority as currently defined in Education Code Section 45261.

ARTICLE 1

RECOGNITION

- 1.1 The County Superintendent recognizes the Association as the exclusive representative for the employees in the Classified Unit.
- 1.2 The Classified Unit consists of those non-certificated employees assigned a permanent or probationary status, rendering service to the County Office of Education in positions within the recognized, appropriate unit. This recognized, appropriate unit shall include all positions within the classified service of the County Superintendent, excluding those positions which can lawfully be declared management, confidential and supervisory.
- 1.3 The bargaining unit may be expanded to other classes or otherwise altered by the mutual agreement of the County Superintendent and Association subject to the rules of PERB. Disputed cases may be submitted to the PERB either unilaterally or jointly for resolution.
- 1.4 This Agreement applies only to employees in the above described representation unit.

ARTICLE 2

TERM

The term of this Agreement shall commence on July 1, 2015 and terminate June 30, 2018, a total of three (3) years.

It is understood that any or all Articles of this Agreement may be reopened during the initial year of the term. It is further understood that for 2017-2018, negotiations may be reopened for the purpose of negotiating Article 11, Pay and Allowances, Article 12, Health and Welfare Benefits, and a maximum of two (2) additional Articles per party.

During the term of this Agreement, any and all modifications shall be regulated by the provisions outlined in Article 24, Completion of Agreement.

ARTICLE 3

COUNTY SUPERINTENDENT OF SCHOOLS RIGHTS

All matters not specifically enumerated in this Agreement are reserved to the public school employer as provided by law.

ARTICLE 4

EMPLOYEE RIGHTS

- 4.1 The County Superintendent and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee organization activities.
- 4.2 The County Superintendent and Association agree that they shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Association activities.
- 4.3 To the extent prohibited by law, no employee shall be discriminated against because of race, religion, political affiliation, marital status, age, sex, or physical handicap.
- 4.4 Personnel Files
 - 4.4.1 The personnel file of each employee shall be maintained at the central administration office of the County Superintendent. No adverse action of any kind shall be taken against an employee based upon written materials which are not in the employee's personnel file.
 - 4.4.2 Materials in an employee's personnel file shall be available for the inspection of the employee, except that such material shall not include ratings, reports, or records which are: obtained prior to the employment of the employee; prepared by identifiable examination committee members; obtained in connection with a promotional examination.
 - 4.4.3 The employee shall have the right to inspect such material in the personnel file, except that listed above, upon request by appointment, providing such request and review are made when the employee is not required to render service to the County Office of Education.
 - 4.4.4 Employees shall be provided with copies of any derogatory written material five (5) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and prepare a written response to such material. The written response shall be attached to the material.
 - 4.4.5 Any person who places or prepares written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

- 4.4.6 Employees have the option of requesting that the County Superintendent seal derogatory material contained in their personnel file two years after the entry of such material. Said seal shall only be broken at the direction of the County Superintendent after written notice has been sent to the employee.
- 4.5 An employee has the right to defend him/herself against any and all allegations made against them and be represented by counsel or CSEA representative.
 - 4.5.1 A unit member may suspend a meeting, which in their opinion, is disciplinary in nature, to seek representation.

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1 The Association shall be allowed the use of County Superintendent facilities for necessary meetings when not otherwise in use. All policies and procedures regulating the use of facilities shall be followed.
- 5.2 The Association may utilize school equipment, not otherwise in use, which is normally available to staff within the employee's work areas. The Association shall supply all consumable materials used and shall reimburse the County Superintendent for any repairs or damage to the equipment used.
- 5.3 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. Bulletin boards purchased by the Association may be placed in each school building. Size and location of bulletin boards shall be as approved by the Superintendent or designee.
- 5.4 The Association may use the Santa Cruz County Office of Education communication service, including email, for communication related to unit business.
- 5.5 Representatives of the Association shall be permitted to transact Association business on school property during non-instructional time and not in the presence of students and in conformance with the regulations of the County Superintendent.
- 5.6 Informational Rights
 - 5.6.1 The right to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this Agreement and every year thereafter. The roster shall indicate the employee's present classification and primary job site.
 - 5.6.2 The right to receive, without charge upon request, information required by law or relating to the scope of negotiations which is relevant for the Association to fulfill its role as the exclusive representative of bargaining unit employees by this Agreement.
 - 5.6.3 The right to conduct orientation sessions about this Agreement and CSEA for bargaining unit employees within the first six (6) months of employment.
- 5.7 Release Time
 - 5.7.1 An employee elected or appointed to a state office of the California School Employees Association (CSEA) shall have the right of reasonable release time to conduct necessary state Association business.

- 5.7.2 Association shall have a total of five (5) days of paid leave to utilize for professional conferences. Said individual or individuals shall be excused from duties upon two (2) days advance written notice to the Superintendent by the Association President. Association shall reimburse the County Office of Education for the cost of substitutes for the individual or individuals when substitutes are required and used by the office.
- 5.7.3 The right of release time for the Chapter President or designee to attend County Board and Personnel Commission meetings.
- 5.7.4 Unelected members of the Association may use Association Leave to attend any important organizational activity, but only if the following exist:
- 5.7.4.1 The Association makes the request for the leave;
- 5.7.4.2 The Association has authorized the use of leave for the organizational activity;
- 5.7.4.3 The Association provided five days' notice for the requested leave;
- 5.7.4.4 Participation is limited to a maximum of ten (10) percent per department with a minimum of one (1) unelected Unit members at any one time.
- 5.7.5 For Association Leave for unelected members, the Association must reimburse the employer for all compensation, including retirement contributions, paid to any Unit member on account of his/her use of Association leave and must do so within ten (10) days of the receipt of the County Office of Education's certification of payment to the Unit member.
- 5.7.6 Members of CSEA's negotiating team shall be entitled to meet, with sufficient notice, for an aggregate of sixty (60) employee hours during the year to prepare for negotiations in addition to the time actually spent in negotiations.

5.8 Duplication of Contract

- 5.8.1 Within thirty (30) days after the execution of this contract, the County Superintendent shall print or duplicate and provide without charge, fifteen (15) copies of this Agreement to Unit leadership and maintain the then current Agreement on the Santa Cruz County Office of Education website.

ARTICLE 6

JOB STEWARDS

- 6.1 The County Superintendent recognizes that the Association may elect to designate Job Stewards from among employees of the unit. It is agreed that the Association, in appointing such stewards, does so for the purpose of promoting an effective relationship between the parties to this Agreement by assisting in the settlement of problems at the lowest level of supervision.
- 6.2 The Association may designate the number and the method of selection of Job Stewards. The Association shall notify the County Superintendent, in writing, of the names of the Job Stewards and groups they represent. If a change is made, the County Superintendent shall be advised, in writing, of such change.
- 6.3 Job Stewards shall have the responsibility to assist in investigation, preparation, writing, and presentation of any grievance for the group they represent. A Job Steward shall notify his/her supervisor that they are leaving their normal work area and shall notify the supervisor of the grievant of his/her presence. A Job Steward shall be permitted to leave his/her work area during work hours at reasonable times in order to assist in processing a grievance. There will be no loss in compensation to the Job Steward. A Job Steward shall report to his/her supervisor upon return to normal duty.
- 6.4 A Job Steward shall be reasonable in performing his/her duties in order to provide minimum interruption to the duties and responsibilities of both the Job Steward and the grievant, as well as the functioning of their respective departments.

ARTICLE 7

ORGANIZATIONAL SECURITY

7.1 Dues Deductions

Association members shall have deducted from their salaries the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee and transmitted to the Association the amount so deducted, subject to the following conditions:

7.1.1 Such deduction shall be made only upon submission of the County Office of Education form, or by submission of the County Office copy of the Association's membership application form, to the designated representation of the County Superintendent duly completed and executed by the employee.

7.1.2 There shall be no obligation to put into effect any new or discontinued deductions pursuant to the terms of this Article until the pay period commencing fifteen (15) days or more after the submission of the written authorization.

7.2 Maintenance of Membership

Association members who, upon the effective date of this Agreement, have voluntarily authorized in writing a deduction from their pay the amount equal to the normal and regular Association membership dues, and all Association members who so voluntarily authorize thereafter, shall continue said authorization for the life of this Agreement.

7.2.1 Employees may terminate their payroll deductions within thirty (30) days after the expiration of this Agreement, and the County Superintendent shall notify the Association's Treasurer of this termination.

7.2.2 In the event that an Association member violates the provisions of this Article, Association shall have the sole responsibility to devise and apply an appropriate sanction.

7.3 Agency Shop

All bargaining unit employees shall be subject to the provisions of this organization security clause.

7.3.1 All workers in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA for the duration of this Agreement.

7.3.1.1 No worker shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the worker first comes into the bargaining unit.

7.3.2 Any worker who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service to CSEA as a condition of employment. However, such worker shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to the service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. United Way
- b. Special Olympics
- c. Schools Plus
- d. Cultural Council of Santa Cruz

7.3.3 Any worker claiming this religious exemption must file a written request for exemption with CSEA, via Chapter Treasurer. If the request is granted, the worker shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

7.4 The cost of enforcing the provision of this Article shall be borne solely and exclusively by the Association, except that for the duration of the term of this Agreement, no member of the unit nor the Association will be required to reimburse the Office of the County Superintendent costs incurred in making the salary deduction and the transmission of the amounts so collected to Association.

7.5 The Association shall indemnify, defend and hold harmless the County Superintendent, and his/her designees from any and all claims made of any nature and against any lawsuit threatened or instituted against the County Superintendent and his/her designees, arising from the responsibilities created by the provisions of this Article.

ARTICLE 8

PERFORMANCE REVIEW

- 8.1 All regular classified employees shall be evaluated by their immediate supervisors in accordance with the following schedule:
- 8.1.1 Probationary employees - At the end of the second and fifth months of service.
 - 8.1.2 Permanent employees - Performance reviews are to be completed at least once each year during the month prior to the employee's anniversary date. Exceptions to this requirement are if either the employee and/or supervisor are unable to be present due to unexpected medical, personal, or other authorized leave.
 - 8.1.3 Special performance review – A supervisor may at any time, with the approval of the responsible department head, issue to an employee a Notice of Commendation, a Notice of Unsatisfactory Service, or a Notice of Satisfactory Service. Such notices shall be made on prescribed forms and shall set forth, when required, specific reasons for recognition of outstanding, unsatisfactory, or satisfactory service by the employee. They shall be delivered to the employee personally by the supervisor. A copy of such notice shall be placed in the employee's personnel record and shall be available for review in connections with promotional examinations.
 - 8.1.4 Employee initiated performance review - Any permanent employee may request an additional performance review to be completed and placed in the personnel file. Such a performance review shall be completed within forty-five (45) days by the immediate supervisor following receipt of the request. Such performance reviews may not be requested within thirty (30) days of receipt of a previous performance review.
 - 8.1.5 Employee may request CSEA representation at any performance review meeting.
 - 8.1.6 Evaluations for off-site employees may be conducted at the work site or at the main Santa Cruz County Office of Education building, upon mutual agreement between the evaluator and the employee. The employee will receive compensation for evaluation meetings scheduled outside of their regularly scheduled work hours and reimbursed for mileage to attend meetings at a location other than their assigned work site.
 - 8.1.7 Employee may request CSEA representation at any performance review meeting.
- 8.2 Each immediate supervisor under whom the employee has served for sixty (60) working days or more during any rating period shall provide a performance review, even though the employee may have transferred.

8.3 Effect of Performance Reviews

- 8.3.1 A summary rating of "does not meet the requirements of the job" on a performance review for a probationary employee may be grounds for immediate dismissal.
- 8.3.2 An employee shall be eligible for a merit step increase unless the Classified Performance Review receives a summary rating that the "employee does not meet the requirements of the job."
- 8.3.3 If a supervisor fails to make a performance review at the proper time, the employee shall not be denied a merit increase determined by the employee's anniversary date.
- 8.3.4 Failure by the supervisor to provide a performance review to the employee in the above time frames will be considered a satisfactory performance review.

8.4 Procedure to be Followed

- 8.4.1 Performance review reports shall be made on forms prescribed by the Agreement (see Appendix G), and shall be written by the employee's immediate supervisor. The form shall be reviewed by the appropriate Assistant Superintendent or Divisional Director.
- 8.4.2 All performance reviews shall provide an opportunity for discussion between the employee and the reviewer.
- 8.4.3 The immediate supervisor shall present the performance review report to and discuss it with the employee. For classroom staff, the site teacher is strongly encouraged to participate in the process as much as they are able. The performance review form shall be signed by the employee to indicate receipt, and the employee shall be given a signed copy at the time of the review. When the employee is no longer supervised by the person preparing the performance review, it may be delivered by certified mail. The employee will have the right to review and respond to any comment and such responses shall be included in the employee's personnel file.
- 8.4.4 If an employee performance problem develops, either party is encouraged to discuss the problem before a formal written Notice of Unsatisfactory Service is initiated or a performance review is due.
- 8.4.5 No performance review shall be based solely upon hearsay statements but shall be based primarily upon the direct observation and/or knowledge of the reviewer.
- 8.4.6 Any negative performance review will include specific recommendations for improvements and appropriate time lines to allow for improvements to occur. The employee will have the right to review and respond to any statement and such response shall be included in the employee's personnel file. An employee wishing to respond shall have fifteen (15) working days subsequent to the performance review.
- 8.4.7 Performance review reports shall be filed in the employee's personnel records in the Human Resources Department and shall be available for review by staff authorized by the statutes in connection with promotional examinations and disciplinary action.

ARTICLE 9

HOURS AND OVERTIME

9.1 Workday and Workweek

The maximum number of hours of regular employment of an employee is eight (8) hours a day and forty (40) hours a week. However, the County Superintendent may employ persons for lesser periods of time and may, through authorized administrators, order and authorize employees to work in excess of eight (8) hours in one day or forty (40) hours in one week.

9.1.1 The length of the workday shall be designated by the County Superintendent for each classified assignment at the time of employment.

9.1.2 Each employee shall be assigned a fixed, regular minimum number of hours.

9.1.3 A workweek will be defined from Monday to Sunday.

9.2 Rest Period

9.2.1 All six (6) hour or more employees shall be granted two (2) fifteen (15) minute rest periods, one in the morning and one in the afternoon of each work day. Employees who work less than six (6) hours shall be granted one (1) fifteen (15) minute rest period midway through each work day.

9.2.2 Employees not wishing to take the rest periods may not take longer lunch periods and may not leave their places of employment thirty (30) minutes early as a result.

9.2.3 Each supervisor is expected to arrange for appropriate times for rest periods of employees for which the supervisor has direct supervision.

9.3 Lunch Period

All employees whose regular workday is six (6) hours or more shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be a period of no longer than one (1) hour and no less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the mid-point of each work shift.

9.4 Overtime Defined

9.4.1 Overtime is ordered and authorized work time and is defined as time required, suffered, or permitted to be worked in excess of eight (8) hours in one day or forty (40) hours in any calendar week. Employees who are requested to provide services and attend meetings outside of their regular working hours shall be given reasonable notice, and shall be paid for the time spent providing the services at their appropriate rate of pay. For the purpose of computing overtime, the number of hours "worked" includes paid holidays, sick leave, vacation, compensatory time off, or any other paid leave of absence.

9.5 Compensation for Overtime

- 9.5.1 All overtime hours, except those overtime hours exceeding twelve (12) hours in one day, shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee. Those overtime hours exceeding twelve (12) in one day shall be compensated at a rate of pay equal to two times the regular pay of the employee.
- 9.5.2 Employees will be compensated at a rate of pay equal to two times the regular pay of the employee when overtime hours exceed eight (8) hours on the seventh consecutive day of work in a workweek.
- 9.5.3 Compensation time off may be allowed in lieu of cash payment, if mutually agreed by both parties. Compensatory time off shall be earned at a rate of one and one-half times the regular rate. Compensatory time off shall not hinder the services rendered by the County Office of Education. Any dispute as to the hindrance of services shall be resolved by the Superintendent or designee. The employee may request compensatory time off in lieu of overtime payment and may be granted such time off with the approval of the employee's supervisor. However, compensatory time off which is not taken shall be paid for in cash at the appropriate overtime rate, and at the employee's rate of pay at the time payment is made. Any unused compensatory time as of October 31 will be paid in December. Any unused compensatory time as of May 31 will be paid in July.
- 9.5.4 At no time shall compensatory time be accrued in excess of ninety (90) hours. Any compensatory time in excess of ninety hours shall be paid to the employee during the next pay period after it was earned.

9.6 Call In and Call Back Time

- 9.6.1 Any employee called into work on a day when he/she is not scheduled to work or called back to work after completion of his/her regular assignment shall receive a minimum of two (2) hours pay at their appropriate rate of pay.
- 9.6.2 A supervisor requesting an employee to work on overtime, call back, or call in basis shall consider the employee's personal circumstances prior to directing such service.

9.7 Work Year

- 9.7.1 For 10-month employees employed in classification within the Instructional Support Family (refer to Appendix A), the work year shall consist of a minimum of 185 workdays. The workdays will be consistent with the appropriate site and department instructional calendar and will coincide with all days defined for classroom instruction and department required training. For those days wherein school is not in session, employees of the Instructional Support Family will be assigned duties relevant to their assignment, including professional development, employee orientation, classroom preparation and activities related to enhancing the educational experience of students.

- 9.7.2 A proposed calendar will be provided to the Association for input prior to the meeting of the Calendar Committee. Subsequently, the final draft calendar shall be sent to the Association for approval. The Superintendent will make it a priority to provide 10-month employees a final calendar by the end of the school year, including a return date for the following year. Should there be further changes required to the calendar, employees will be given a minimum of a six (6) week notification for their first day back at work. Exceptions to the timeline include fiscal or scheduling emergencies affecting a district not within the County Superintendent's purview.
- 9.7.3 For school year calendars having a 29th day in February, 12 month employees will be authorized an additional non-work day. For Instructional staff only, the non-work day may be scheduled during any period other than the instructional work year as reflected on the County Office of Education adopted calendar. The scheduling will be accomplished with departmental approval.

ARTICLE 10

HOLIDAYS

10.1 Designated Paid Holidays

During the course of each annual service year, the fourteen (14) holidays identified below will be observed.

10.1.1 Holidays shall include:

January 1

Martin Luther King's birthday or a day in lieu thereof

Lincoln's Day or another in lieu day in February

The third Monday in February, known as "President's Day"

The last Monday in May, known as "Memorial Day"

July 4

The first Monday in September, known as "Labor Day"

A day in lieu of Admission Day

November 11, known as "Veteran's Day"

That Thursday in November proclaimed by the President as "Thanksgiving Day" and the day after

December 25 and either the preceding day or the day after

A Board designated holiday

10.1.2 In addition, each bargaining unit employee shall be entitled to two and one-half (2-1/2) additional holidays at their choosing provided they notify their immediate supervisor ten (10) days in advance.

10.1.2.1 10 month, "Instructional Support" unit members covered under this section and assigned to classroom and/or instructional duties shall be paid for the two and one-half (2-1/2) days as part of their annual compensation in lieu of this holiday.

10.1.2.2 If any or all entitled holiday applicable to section 10.1.2 is not utilized prior to May 31 in the fiscal year it was earned, the employee shall be paid for the unused holiday time on the following payroll.

10.1.3 If the holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday; if the holiday falls on a Sunday, the following Monday shall be deemed to be the holiday.

10.2 Eligibility

10.2.1 Employees will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

10.2.2 Employees who are not normally assigned to duty on the holidays shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

10.3 Compensation

10.3.1 Pay for the holiday shall be at the same rate as the employee would have received had the day not been a holiday.

10.3.2 No employee shall be required to work on holidays unless his/her supervisor has notified the affected employee at least thirty (30) working days in advance of said holiday.

10.3.3 Employees required to work on holidays shall be paid for such work at time and a half.

10.3.4 Classified employees shall be required to work on the regular holiday for which another day is designated pursuant to this section, and for work eight (8) hours or less, shall be paid compensation at their regular rate of pay.

ARTICLE 11

PAY AND ALLOWANCES

- 11.1 As of July 1, 2016, members of the bargaining unit covered by PERS will begin paying the employee portion of retirement benefits to the California Public Employee's Retirement System (CalPERS).
- 11.1.1 As of July 1, 2016, the Santa Cruz County Office of Education (SCCOE) agrees to increase the Members Classified Salary Schedule by seven percent (7%).
- 11.1.2 As of July 1, 2015, the Santa Cruz County Office of Education agrees to increase the Classified Salary Schedule by five percent (5%).
- 11.2 As part of compensation, for all full-time employees the Unit agrees to join with the County Office of Education and fund retirement benefits.
- 11.3 For the 2015-16 year, contractual salary adjustments due mid-year will be advanced to 7/1/2015 and paid on the earliest payroll available after ratification and board meeting.
- 11.3.1 All future step increases and longevity bonuses will commence on 7/1 preceding the completion of the appropriate years of service.
- 11.3.2 Probationary step increases will not change and will continue to be paid at the six (6) month anniversary date.
- 11.4 An employee shall receive a longevity bonus based upon the following conditions:
- a. After six years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - b. After ten years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - c. After fifteen years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - d. After twenty years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - e. After twenty-five years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
 - f. After thirty years of service the employee shall receive a 2.5% bonus increase at the employee's annual salary rate.
- 11.4.1 Base salary will be defined as step and range on the Classified Salary Schedule.
- 11.4.2 Overtime

The longevity bonus will apply to both regular earnings and overtime earnings.

11.4.3 Transfer of Service

Only that service rendered in the Santa Cruz County Office of Education will be counted for longevity bonus purposes.

11.4.4 Y-Rated Employees

People who are Y-rated will receive the range and step on the salary schedule at the time that their salary was frozen. They will continue at this rate until such time as the schedule catches up with their current salary. Longevity will be paid at this frozen range and step. Should the person advance to the second or third phase of the longevity bonus, they will automatically receive these increases. The longevity bonus is a bonus on total salary based on length of time employed within the County Office of Education and in no way relates to the range and step of placement and therefore is not affected by the establishment of Y-rate.

- 11.5 An employee authorized and required to use a personally owned vehicle for County Office of Education business shall be reimbursed at the established rate.
- 11.6 Whenever it is determined that an error has been made in the calculating or reporting in any employee payroll or in the payment of any employee's salary, the County Office of Education shall, within five working days following such determination, provide the employee with a statement of correction and in the case of underpayment to an employee, a supplemental payment drawn against any available funds. As stated in the Decision Biggs v. Wilson (1993) 1 F.3d 1537 only mandatory or voluntary deductions may be held from an employee's pay, therefore, any overpayment to an employee is to be paid back on a payment plan agreeable to both parties.
- 11.7 The County Superintendent may require the wearing of a distinctive uniform by unit members. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems, and cards required by the County Superintendent shall be paid for by the County Office of Education.
- 11.8 Whenever the County Superintendent requires a physical examination to be taken by an employee, or when an employee is required by law to submit to a physical examination for continuance of employment, the County Office of Education shall either provide the required examination, cause it to be provided, or provide the employee with reimbursement for the required examination.
- 11.9 Unit members assigned to an eight (8) hour shift with a duty time scheduled to commence at 2:00 p.m., or later, shall be paid 5% shift differential in addition to that position's regular salary.
- 11.10 A five percent (5%) premium shall be paid to each employee whenever it is determined by the employer that bilingual skills, including signing, are required as a condition of employment.
- 11.11 Unit members who have earned an Associate or a Bachelor Degree will be eligible to receive an annual educational incentive. The award amounts are as follows: Three hundred seventy-five dollars (\$375) for an Associate Degree or seven hundred fifty dollars (\$750) for a Bachelor Degree. The educational incentive amount will be pro-rated based upon full time equivalent (FTE), and a maximum of one Degree educational incentive will be credited per employee annually.

- 11.11.1 Official verification of the degree earned must be submitted to the Human Resources Department by June 15 of any given year.
- 11.11.2 For each school year in which the degree is initially earned, payment will be awarded in a lump sum, to be reflected in the payroll not later than July 31. Subsequent payment for that degree will be awarded throughout the year at the equivalent monthly proportional rate to the employee's work year.
- 11.12 Subject to the approval of the superintendent's cabinet, stipends may be allowed for Unit members performing services outside of any Santa Cruz County Office of Education classified job descriptions. The performance of these services will not conflict with regularly required duties and will be scheduled outside the member's normal work schedule.
- 11.13 Specialized Physical Health Care Procedures

Specialized Physical Health Care Procedures (SPHC) shall be defined to include catheterization, gavage feeding, suctioning, or other services requiring medically-related training as described in California Education Code 49423.5. In addition, procedures where SCCOE staff must be specifically trained and authorized utilizing SCCOE SPCH form, shall be included in this definition.

- 11.13.1 Only Instructional Aides who are trained and assigned to perform SPHC services shall be eligible for this stipend. Instructional Aides will be retrained and certified annually.
- 11.13.2 The stipend shall equal 5% of an employee's base salary and 5% of any non-regular work year assignment salary if assignment is to work with a student requiring SPCH.
- 11.13.3 Instructional Aides who are hired after July 1, for an assignment that includes SPHC services, must be trained and certified immediately, according to legal requirements. This training shall also be provided to employees who promote, transfer, or as reassigned into such as assignment. The trainer shall be a registered nurse employed by the SCCOE or other medical provider specified by a SCCOE school nurse.
- 11.13.4 Instructional Aides trained after July 1, shall have their salary adjusted upward by 5% on the first of the month following their certification and assignment, and it will continue through June 30 of the current fiscal year assuming the services are needed for SPCH.
- 11.13.5 It shall be the responsibility of the SCCOE to notify employees by June 1, annually, if they are no longer eligible for the stipend. However, if an employee's assignment changes and they will no longer be providing services, employees will be given thirty (30) days' notice and the SCCOE reserves the right to discontinue the stipend until such time that the employee is reassigned to provide services. Employees will be held harmless if paid, but not assigned to provide services.

ARTICLE 12

HEALTH AND WELFARE BENEFITS

- 12.1 Effective October 1, 2015 for the 2015-2016 fiscal year, for eligible Unit members, the County Superintendent of Schools shall cover any increase in the cost of Health and Welfare Benefits up to the increase in the High HMO. Thereafter, the County Superintendent of Schools shall contribute an amount comparable to fifty percent (50%) of the increased cost for the High HMO health and welfare outlined in Appendix C. Therefore, should there be an increase in the cost of the 2016-2017 health and welfare benefits based on the High HMO plan, the Santa Cruz County Superintendent of Schools will contribute fifty percent (50%) of the increased costs of the benefits. It will be the bargaining unit member's responsibility to pay for any additional cost to health benefits.
- 12.2 All members of the Unit assigned a service day of at least six (6) hours, exclusive of the lunch period, in a position requiring service for 75% or more of the school year (equals 1,179 hours on an annual basis) shall receive for the term of the contract, as additional compensation, enrollment for the employee and all eligible dependents in the health and welfare benefit programs. (Appendix C)
- 12.3 All members of the Unit assigned a service day of at least four (4) hours, exclusive of the lunch period, but less than six (6) hours, in a position requiring service for 75% or more of the school year, shall receive for the term of the contract, as additional compensation, enrollment for the employee in the established health and welfare benefit programs. (Appendix C)
- 12.4 All members of the Unit not otherwise participating in the established health and welfare benefit program, or who do not render the requisite service to qualify for paid dependent coverage, may choose to enroll in the established program at their own expense.
- 12.4.1 The employee shall do so by voluntarily authorizing a payroll deduction in the amount necessary to pay all additional premium costs.
- 12.4.2 Employees exercising this option, under 12.4, not working on an extended year basis, shall be responsible for paying the supplemental premium for continued coverage on a month-to-month basis during the summer months.
- 12.4.3 Employees desiring to take advantage of the option provided in 12.4 above must do so within thirty (30) days from the date of their initial employment.
- 12.5 Unit members have an option to enroll domestic partners in the health and welfare benefit plans. Members electing this option must follow all the procedures and meet eligibility as outlined by the Self Insured Schools of California (SISC).
- 12.6 Unit members shall participate in each program as soon as the eligibility requirements have been satisfied and the enrollment procedures have been completed. Employees shall be entitled to benefit coverage provided herein regardless of their day of hire within a school year.

ARTICLE 13

VACATION

- 13.1 Employees shall earn vacation at the prescribed rate as part of employee compensation. Employees will be credited at the beginning of each fiscal year with the appropriate amount of vacation anticipated to be earned for the fiscal year. Employees, who are on leave to serve in limited term assignments during periods when they are not regularly assigned, shall earn vacation during such limited term assignments. Vacation shall also be earned during any paid leave of absence.
- 13.2 Employees working forty hours per week excluding overtime, are to accumulate vacation on the following schedule:
- | | |
|----------------------|---|
| 1-12 months..... | 12 working days annually, (8 hours per month) |
| 13-24 months..... | 13 working days annually, (8.67 hours per month) |
| 25-36 months..... | 14 working days annually, (9.33 hours per month) |
| 37-48 months..... | 15 working days annually, (10.00 hours per month) |
| 49-60 months..... | 16 working days annually, (10.67 hours per month) |
| 61-72 months..... | 17 working days annually, (11.33 hours per month) |
| 73-84 months..... | 18 working days annually, (12.00 hours per month) |
| 85-96 months..... | 19 working days annually, (12.67 hours per month) |
| 97-108 months..... | 20 working days annually, (13.33 hours per month) |
| 109-120 months..... | 21 working days annually, (14.00 hours per month) |
| Over 120 months..... | 22 working days annually, (14.67 hours per month) |
- 13.3 For those working less than forty hours per week, or less than twelve months per year, a vacation allowance is granted for that portion of the employee's work schedule in ratio to forty hours per week or the twelve month work year. Earned vacation may be used upon completion of the six-month's probationary period with the approval of the employee's immediate supervisor and the County Superintendent. Earned vacation becomes a vested right upon the completion of the initial six months of continuous employment.
- 13.4 Vacation credit may be accumulated to a total not exceeding that which the employee could earn in two years.
- 13.4.1 When an employee has accumulated two year's vacation credit, the employee will be notified in writing that maximum allowable number of vacation days have been accumulated.

13.4.2 If an employee has accumulated the maximum allowable vacation credit and a critical emergency prevents that employee being off duty, the nature and duration of the emergency shall be reported to the County Superintendent. The County Superintendent may authorize payment in lieu of the vacation exceeding the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.

13.5 Vacations are to be taken in accordance with a schedule developed and prepared by the employee and immediate supervisor with due regard to the operations of the department. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the service and the workload of the department. If there is conflict between employees requesting vacation, preference shall be given to the employee having greater County Office of Education hire date seniority. In the event a schedule cannot be developed, the Superintendent or designee will assist in resolving the issue.

13.6 Compensation for Vacation

13.6.1 The rate which vacation is paid shall be the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.

13.6.2 Upon separation from the service, an employee shall be paid for the accumulated vacation credit at the rate of pay applicable to the employee's last regular assignment, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

13.6.3 In the event that more vacation has been used than earned upon termination of service, the final warrant shall be adjusted so as to recover all compensated but unearned days of vacation.

13.7 Any classified employee who commences a prescribed vacation period and subsequently becomes ill or is bereaved before the vacation period has been completed, shall be placed on sick leave under the following conditions:

13.7.1 If the illness or bereavement is for three consecutive days or more;

13.7.2 If the illness or bereavement is such that had the employee been working, sick or bereavement time would have been used;

13.7.3 If the employee, normally, is required to return to duty immediately following the vacation period;

13.7.4 If the request is filed with the County Superintendent or designee within two weeks of the illness or bereavement or within, at the latest, one week of return of duty unless extraordinary extenuating circumstances exist which prevent such filing;

13.7.5 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the cases of illness.

- 13.8 When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. If possible, the employee shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation. In other cases, Paragraph 13.4.2 above, may be applied in order to avoid loss of vacation credit.

ARTICLE 14

LEAVES

14.1 Sick Leave

- 14.1.1 Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease. It is agreed by the parties to this Agreement that Personal Necessity Leave, as set forth in paragraph 14.4 below, can be utilized for an authorized absence due to the illness of an individual other than the employee.
- 14.1.2 Each full-time employee shall accumulate 12 days of sick leave per year. Employees who work less than full-time and/or for less than 12 months a year shall earn sick leave at a proportional rate based on 12 days sick leave per 12 months of full-time service.
- 14.1.3 Sick leave is accumulated on a fiscal year basis. Employees will be credited at the beginning of each fiscal year with the appropriate amount of sick leave anticipated to be earned for the fiscal year.
- 14.1.4 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year without limit.
- 14.1.5 Sick leave may be taken at any time, provided that a new employee may only use six days out of paid sick leave during the initial, probationary period or the proportionate amount to which the employee may be entitled. An employee will receive full pay for those days of absence covered by accumulated sick leave.
- 14.1.6 At the beginning of leave, in order to receive compensation while absent, the employee's immediate supervisor must be notified of the absence within the first working hour of the day the absence commences unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.
- 14.1.7 At the end of the leave, one day prior to the expected return to work, the employee shall notify the immediate supervisor in order that any substitute employee may be terminated. If the employee fails to give this notice and both the employee and the substitute report, the substitute is entitled to the assignment as provided in 14.1.9.
- 14.1.8 An employee who has been absent for more than 20 working days must notify the immediate supervisor at least three working days in advance of returning to work.
- 14.1.9 A sick leave day, once commenced, may be reinstated with permission of the department supervisor. The returning employee may be reassigned to alternative duties, consistent with their job description, for the remaining portion of the day referenced in this section, provided a substitute has been hired for the employee.
- 14.1.10 No payment for sick leave shall be made until submission by the employee of the time sheet, signed by the employee and the immediate supervisor.

- 14.1.11 An employee absent for five (5) days or more may be required to present a doctor's statement stating the nature of the illness or injury and the date the employee is able to return to work.
- 14.1.12 Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of any employee who has been absent from duty due to illness or accident.
- 14.1.13 When requested by the County Superintendent, an employee shall undergo a physical or mental examination by a doctor selected by the County Superintendent, in consultation with the Association. Any cost for such examination not covered by the existing health insurance plan shall be paid by the County Superintendent. The employee shall authorize the doctor to release the results of the examination to the County Superintendent.

14.1.14 Exhaustion of Sick Leave

a. Utilization of Other Accumulated Leave

After exhaustion of paid leave, an employee who is ill or injured may, upon request, use accumulated vacation (and compensatory time, if provided) to avoid leave without pay.

b. Advance Sick Leave

After exhaustion of all paid leave, a permanent employee may be granted advance additional sick leave upon request and with the approval of the County Superintendent of Schools. The advance sick leave will not exceed the subsequent year's earned sick leave.

14.1.15 Termination of Sick Leave

If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under these rules, the employee is still unable to assume the duties of his/her position, he/she will be placed on a re-employment list for a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.

14.1.16 Transfer of Sick Leave

Any employee of another county office of education or school district who has accumulated sick leave credit under Education Code 45191 or its successor, may transfer such unused sick leave to the County Office of Education in the following situations: The previous employment must have been for a period of one calendar year or more; the employment must have been terminated for reasons other than action initiated by the employer for cause; and the employee seeking credit for earned but unused sick leave must accept employment with the County Office of Education within one year of such termination of former employment.

14.1.17 Sick Leave After Termination

When employment with the County Office of Education is terminated, there will be no cash reimbursement for unused, accumulated sick leave. If the employee is transferring to another public entity or subsequently so accepts employment, the County Superintendent or his/her designee will forward a report as to earned but unused sick leave upon the request of the employee. In the event that more sick leave has been used than earned upon the termination of service, the final warrant shall be adjusted so as to recover all compensated but unearned days of sick leave absence.

14.1.18 Use of Sick Leave for Family Illness

14.1.18.1 Unit members shall be entitled to use on an annual basis (each school year) the number of sick leave days they would accrue during a six-month period to attend to the illness, medical and/or dental appointments of a child, parent or spouse of the employee. Therefore, a full-time employee earning six (6) days during six months may utilize up to six (6) days per school year for family illness as defined herein (Reference: Labor Code Section 233).

14.1.18.2 The entitlement provided in this section is in addition to the utilization of sick leave days under section 14.4 (Personal Necessity Leave).

14.2 Differential Sick Leave Compensation

14.2.1 When a unit member employed in the classified service is absent from their duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence.

14.2.2 The five-month period of this leave shall commence on the first day of absence. Differential compensation shall be paid after exhaustion of industrial accident or illness leave, if applicable, regular sick leave, vacation, compensatory time or other paid leave and shall be paid only for the balance of the five month period remaining after the exhaustion of such paid leaves.

14.2.3 This leave requires monthly certification by the employee's physician, on a form provided by the County Superintendent, that the employee is physically or mentally disabled and unable to perform the usual duties.

14.2.4 Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of any employee who has been absent from duty due to illness or accident.

14.2.5 When requested by the County Superintendent, an employee shall undergo a physical or mental examination by a doctor selected by the Superintendent, in consultation with the Association. Any cost for such examination not covered by the existing health insurance plan shall be paid by the County Superintendent. The employee shall authorize the doctor to release the results of the examination to the County Superintendent.

14.3 Maternity Disability Leave

14.3.1 This leave commences with the onset of disability due to pregnancy. The employee may claim sick leave pay and differential sick leave compensation for no more than that limited period of time when the employee's physician certifies in writing, on the form provided by the County Superintendent, that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, or recovery therefrom or for those periods provided in subparagraph 14.1 or 14.2 above, whichever is shorter.

14.3.2 As far in advance as possible, prior to the expected birth of the child, the employee shall submit to the County Superintendent a physician's statement noting the expected date of birth. An employee may continue work until the onset of physical disability as verified in writing by the employee's physician on a form provided by the County Superintendent.

14.4 Personal Necessity Leave

14.4.1 Employees are allowed a maximum of ten (10) days per fiscal year for personal necessity leave. Such leave will be deducted from accrued sick leave. The days allowed may not exceed the number of days of illness or injury leave provided under subparagraph 14.1 above, to which the employee is entitled.

14.4.2 Personal necessity is the emergency occurrence over which an employee has no control and may include:

14.4.2.1 Bereavement leave which may be necessary beyond that authorized in Article 14.6

14.4.2.2 An accident involving his/her person or property, or the person or property of a member of his/her immediate family as defined in Article 14.6.

14.4.2.3 An appearance in any court or before any administrative tribunal as a litigant, party, or a witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for in these rules.

14.4.2.4 Other reasons with the approval by the County Superintendent of Schools or his/her designee.

14.4.3 Personal necessity does not include absence for vacation, recreation, seeking employment, shopping, traveling, or similar absence, which is not of an emergency nature.

14.4.4 Notice of intent to use this leave shall be given to the immediate supervisor as far in advance as possible. Use of personal necessity shall be reported on a time sheet and be signed by the employee and the immediate supervisor. The immediate supervisor's signature certifies that the procedure regarding this leave has been observed.

14.5 Industrial Accident or Industrial Illness Leave

Industrial accident or industrial illness is granted to an individual as a result of a job connected accident or illness and is in addition to regularly accrued sick leave.

14.5.1 Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.

14.5.2 Allowable industrial accident or industrial illness leave shall not be cumulative from year to year.

14.5.3 Industrial accident or illness leave will commence on the first day of absence.

14.5.4 Payment for wages lost on any day, when added to an award granted the employee under the worker's compensation laws of this state, shall not exceed the employee's actual wage if on the job.

14.5.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of compensation award made under worker's compensation.

14.5.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

14.5.7 Entitlement to industrial accident or illness leaves will be based upon finding that the disability has been due to industrial accident or illness. In cases where the findings do classify a claim as a disability case, regular sick leave will not be deducted until this leave has been exhausted.

14.6 Bereavement Leave

An employee is entitled to a leave of absence with full pay, not to exceed five (5) days, in the event of the death of a spouse or significant other of an employee. In the event of a death of a member of the immediate family other than the spouse or significant other, an employee is entitled to a leave of absence with full pay, not to exceed three (3) days or five (5) days when travel beyond a two hundred fifty (250) mile radius is necessary in connection with the bereavement leave. In the event that an employee requires additional leave under this section, the employee may request Personal Necessity Leave as set forth in Article 14.4. Immediate family, as used in the Article, means the mother, father, grandmother, grandfather or a grandchild of the employee or of the employee's spouse or significant other, and the spouse or significant other, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any step-relation of the above group, or any relative living in the immediate household of the employee. In the event of exceptional circumstances, the Superintendent or designee may grant bereavement leave for other than those listed above. It is agreed by the parties to this Agreement that Personal Necessity Leave, as set forth in paragraph 14.4, may be utilized to attend the funeral of a person other than those listed above.

14.6.1 "Significant other" shall mean a person (of either sex) who:

- a. resides and shares the common necessities of life with the employee,
- b. is not married to anyone,
- c. is not related by blood to the employee closer than would bar marriage in the State of California,
- d. is mentally competent to consent to a contract; and
- e. signs a declaration that he/she is the employee's sole significant other, meets all other requirements set forth above, and agrees to notify the Santa Cruz County Office of Education if there is a change in circumstances attested to.

14.6.2 In order for an employee to change the designation of his/her significant other, at least six (6) months must have passed since he/she has filed a statement of termination of the previous significant other relationship.

14.7 Jury Duty - Subpoenaed Witness Leave

Jury Duty: A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. An employee who receives a jury summons shall submit a copy of the summons to the supervisor. At the conclusion of jury duty, the employee shall submit a leave of absence form specifying the dates and times served by the employee. This shall be attached to the Leave of Absence report. Payment shall be made to the County Superintendent in the amount of the statutory fees that the employee has received for attendance as a juror, excluding the statutory mileage fee. This leave provision shall not apply to voluntary duty on a grand jury.

14.8 Uncompensated Leave

14.8.1 The County Superintendent may grant any member of the unit who has gained permanent status an unpaid leave of absence for a period not in excess of one school year.

14.8.2 The employee shall request such leave as soon as practical, but at least thirty (30) days prior to the day on which the leave is to begin. Such a request shall be in writing and shall include a statement as to the purpose of the leave and the dates the employee wishes to begin and end the leave.

14.8.3 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 of the school year in which the leave is granted. An employee on this leave shall notify the County Superintendent prior to February 15th of the year during which the leave is being taken that the employee will return to duty the ensuing school year. Failure to comply with this requirement will constitute a resignation on the part of the employee effective at the close of the school year in which the employee is on leave.

14.8.4 There shall not be a reduction of employment status for those granted this leave except that while on this leave status no person shall be entitled to compensation, including health benefits, neither shall they earn credit for a service year, nor step increment on the classified salary schedule.

14.9 Family Leave

14.9.1 Employees who qualify are entitled to use Family Medical Leave Act (FMLA) leave/California Family Rights Act (CFRA) leave for a maximum of twelve (12) weeks during a twelve (12) month period for the birth or adoption of a child, for the employee's own disability, or to care for a parent, spouse, or child with a serious health condition. ("Child" means biological, adopted or foster child, stepchild, a legal ward or a child of a person standing in "loco parentis" for an adult dependent child. "Parent" means a biological, foster, adoptive, stepparent, legal guardian or other person who stood in "loco parentis" to the employee when the employee was a child.)

14.9.2 FMLA leave will be available for qualifying employees to care for a family member who is an injured service member and is undergoing medical treatment, recuperation, or therapy, is an outpatient of a military medical facility or care unit, for a serious injury or illness incurred in the line of duty during active duty. The qualifying employee may be the spouse, son, daughter, parent or next of kin of the service member of the Armed Forces, National Guard or Reserves. This leave is for as much as twenty-six (26) weeks during a twelve (12) month period.

14.9.3 FMLA leave will be available for qualifying employees who are family members of active-duty National Guard and Reserves members for any qualifying exigency arising out of the fact that the family member is on active duty or called to active duty status in support of a contingency operation. This twelve (12) week leave in a twelve (12) month period may be taken for qualifying exigencies which include: Short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and additional activities not encompassed in other categories but agreed to by both the County Superintendent and/or designee and the employee.

14.9.4 To qualify, a classified employee must have rendered one year of continuous service and have worked a minimum of 1250 hours in the twelve months immediately preceding the requested leave. For eligibility purposes, full-time ten (10) and eleven (11) month employees are deemed to meet the 1250 hour test

14.9.5 Granting of this leave allows the qualified employee to return to the same or an equivalent position as the one held at the start of the leave, and to maintain health insurance under the County Office of Education's policy during twelve weeks unpaid leave as long as the employee pays the employee's portion of the cost.

14.9.6 CFRA and/or FMLA leave taken for the birth, adoption, or foster care placement of a child must be completed within one year of the qualifying event. If both parents are eligible for CFRA leave and both are employed by the District, the leave will be limited to twelve (12) weeks between the two parents.

14.9.7 Employees are required to give thirty (30) days' notice in advance of the need to take this leave when the need is known in advance. When the need for leave is unforeseen, the employee must provide as much notice as is practicable.

14.9.8 CFRA and FMLA leave shall run concurrently, not consecutively.

14.9.9 CFRA and/or FMLA leave may be taken intermittently for medical treatment of the employee or employee's child, spouse, or parent. The employee must make a reasonable effort to schedule the treatment to avoid undue disruption to the County Office of Education's operations.

14.10 Provisions of Sick Leave, Extended Disability Leave, Maternity Leave, Personal Necessity, Industrial Accident or Industrial Illness Leave, Bereavement Leave, and Jury Duty/Subpoenaed Witness Leaves shall not be used by any employee during any period when the employee is not in a paid status.

14.11 Catastrophic Leave Donation

14.11.1 ABOUT THE PLAN

Education Code 44043.5 provides for the establishment of a Catastrophic Leave Program. The purpose of this plan is to permit an employee, when they or a member of their family has a catastrophic illness or injury, to solicit individual donations of sick leave from fellow employees, or to request the use of catastrophic leave from the Leave Bank. The intent is:

- a) To ensure that the employee continues to receive medical benefits during the catastrophic illness or injury period, and
- b) To enable the employee to continue receiving their regular salary.

Catastrophic leave is not intended to replace other options available to an employee or dependent whose illness or injury continues after a year of such leave, except in limited circumstances, as pre-approved under this plan.

14.11.2 DEFINITIONS/BASIC PRINCIPLES

- A. Annual Contribution: No reoccurring annual contribution will be made by members of the Catastrophic Leave. If the balance of the bank is below 160 hours on July 1st a call for donations will be made to the CSEA unit.
- B. Catastrophic Illness or Injury: A catastrophic illness or injury is one that is expected to incapacitate the employee or a family member for an extended period of time. Because he or she has exhausted all full-pay sick leave and other paid time off work, there is financial hardship for the employee. Examples include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.
- C. Catastrophic Leave Committee: The Catastrophic Leave Committee is comprised of three representatives from CSEA as voted by the CSEA unit. Additionally, the committee will include a non-voting CSEA representative from the payroll department to be determined by the Business Department management to act as an advisor as needed. Each year CSEA will submit a memo to the Santa Cruz County Office of Education Human Resources Director with the names of the Committee Members.

- D. Call for Donations: A solicitation for donations of leave to either an individual employee or to the Leave Bank.
- E. Day: For eligibility reasons, a day is equivalent to an employee's scheduled weekly hours divided by five (5).
- F. Duration: All donated leave to an individual is available for a maximum of twelve (12) months.
- G. Eligibility: All unit members on active duty with the Santa Cruz County Office of Education are eligible to contribute to the Catastrophic Leave Bank.
 - a. Participation is voluntary, but requires a minimum contribution of hours equivalent to one full day to the Bank.
 - b. Contributors to either the Leave Bank or to an Individual Request will be permitted to withdraw from the Bank.
 - c. New Unit members may contribute within 30 (thirty) duty days of their original hire date to become members of the Catastrophic Leave bank.
 - d. Unit members may elect to join the Catastrophic Leave Bank (Attachment I) at any time.
 - e. A donating employee, except for new hires, must retain no fewer than five (5) days of sick leave on record (after the donation) to be eligible to donate sick leave hours.
 - f. Members have a waiting period of thirty (30) duty days after joining the Bank before becoming eligible to withdraw from the bank.
 - g. Annual donation of hours is not needed to remain eligible.
 - h. The Santa Cruz County Office of Education shall supply enrollment forms for the Catastrophic Leave Bank to all members.
- H. Extension: In unusual circumstances and upon request to the Catastrophic Leave Committee, an additional one (1) year of leave use may be considered.
- I. Grievances: Nothing in this plan is grievable.
- J. Individual Requests: Employees meeting conditions of this plan may ask the Catastrophic Leave Committee to solicit donations from eligible, participating employees as outlined.
- K. Irrevocability: Once leave is donated, the donor cannot retrieve any portion of the donated leave.
- L. Leave: Sick leave accrued to the donating employee.

- M. Leave Bank: Unused donated hours to an Individual Request revert to the Leave Bank for use by other catastrophically ill or injured employees. The Leave Bank permits those employees who do not wish to request individual donations to use donated leave from the Leave Bank privately and anonymously.
- N. Medical Verifications: The Human Resources Director will require medical verification of a catastrophic illness or injury from a physician. The Human Resources Director will verify with the Catastrophic Leave Committee that an employee is on leave due to a catastrophic illness or injury.
- O. Requests: An employee who is suffering from a catastrophic illness or injury, or the employee's representative (authorized in writing), must request catastrophic leave. Donations cannot be accepted or approved without this request.

14.11.3 PROCESS FOR EMPLOYEES SUFFERING FROM A CATASTROPHIC ILLNESS OR INJURY

An employee requesting catastrophic leave needs to follow this process and meet these guidelines:

- A. To be eligible for catastrophic leave an employee must have used all available forms of paid leave (full-pay sick leave and vacation, etc.) except for five (5) month differential pay and been incapacitated or absent for no fewer than ten (10) work days.
- B. The employee submits a Catastrophic Leave Bank Request Form (Appendix H) to the Catastrophic Leave Committee. The requestor may designate an authorized representative who may file a request on their behalf. The request must include the following:
 - a. A statement indicating whether the employee wishes to use hours in the leave bank anonymously or to solicit donations specifically for their need,
 - b. Medical verification of the catastrophic illness or injury (Human Resources may require additional medical verification from a physician), and
 - c. It is the responsibility of the employee or their authorized representative to submit sufficient information (as required by this plan) to the Catastrophic Leave Committee for approval; insufficient information may be grounds for denial.
- C. The Catastrophic Leave Committee determines that the employee is unable to work due to the catastrophic illness or injury.
- D. An employee, who receives leave from a solicitation of hours on their behalf, must use all of donated hours prior to requesting additional leave from the Catastrophic Leave Bank.

- E. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than ten (10) days as defined above. Participants may submit requests to the Committee for extensions of withdrawals as their prior grants expire.
- F. Employees must use all donated leave within a twelve (12) month period after they begin accessing donated leave hours. Leave hours will be placed in a special donated leave account for the requesting employee for up to one year. After one year of Catastrophic Leave, and in unusual circumstances, if an employee requests additional leave he/she must submit a new Catastrophic Leave Request Form (Appendix H).
- G. Hours donated through a solicitation of donations will revert to the Catastrophic Leave Bank if the employee never needs to access them (i.e. no differential to be paid, termination or placed on 39 month rehire list).
- H. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury, as verified by a physician, which occurs within one year of the date the employee returned to work, the unused donated hours will be retained to the individuals leave bank.
- I. Hours donated to a specific individual for a specified catastrophic illness or injury may be used only for that illness or injury. A different catastrophic illness or injury must be handled as a separate or second incident.
- J. Donated sick leave is charged on an hour-to-hour basis, regardless of the classification and/or salary of either the donor or the recipient.

14.11.4 LEAVE BANK

Guidelines for the Leave Bank:

- A. Unused donated hours reverting to the Leave Bank or hours specifically donated to the Leave Bank (Attachment I) make up the Leave Bank.
- B. Requests for Leave Bank hours are subject to availability. The Santa Cruz County Office of Education is not responsible for filling requests from the Leave Bank if there are no hours available.

14.11.5 ADMINISTRATION OF THE BANK

- A. The Catastrophic Leave Bank Committee shall have the responsibility of developing forms, maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying requests, and communicating its decisions, in writing, to the Participants, to the County Superintendent, Human Resource Department and Payroll Department.
- B. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

- C. Applications shall be reviewed and decisions of the Committee reported to the Applicant, in writing, within ten (10) duty days of receipt of the application.
- D. The Committee shall keep all records confidential and shall not disclose the nature of the illness, except as is necessary to process the request for withdrawal and defend against any appeals of denial.
- E. By December 5th of each school year, following the year of initial implementation of Catastrophic Leave Bank, the County Superintendent and Business Department shall notify the Committee of the following:
 - a. The total number of accumulated hours in the Bank on June 30th of the previous school year.
 - b. The number of hours contributed by unit members for the current year.
 - c. The names of participating unit members.
 - d. The total number of hours available in the Bank.
- F. Disputes between the Committee and the County Superintendent as to the accounting of Catastrophic Leave Bank hours shall be processed through the grievance procedure as per Article 19 of the classified contract.
- G. CSEA will be responsible for adherence to all timelines given above. Timelines will be in effect upon request of CSEA to implement the Catastrophic Leave Bank.

ARTICLE 15

ASSIGNMENT AND TRANSFER

15.1 Assignment

Assignment is defined to be the written notice of placement in a specified position, work location and classification made at the time of initial employment and, for permanent employees, annually thereafter, if necessary.

15.1.1 At the commencement of the school year the initial assignments may be altered at any time within three (3) weeks, fifteen (15) working days for aides. Primary consideration in the alteration of assignment will be for the good of the schools and the students thereof, and for the good of the service. If it becomes necessary to alter an assignment, the geographical location of work site in relation to the resident of the employee having his/her assignment altered will be considered.

15.1.2 The assignment of new personnel to a specific vacancy shall be made after all employees in that classification have been given the opportunity to make application for the positions and those who have applied have been given the opportunity to be interviewed.

15.1.3 If a change in assignment that has been requested by the employee is offered, the employee may refuse the assignment within three (3) working days of such offer.

15.2 Transfer

Transfer is defined as a change in an employee's specific position or work location within classification after the time to change current assignments has passed.

15.2.1 Voluntary transfer is a change in an employee's specific position or work location within classification resulting from a request by the employee.

15.2.1.1 When a new position is created or an existing one becomes vacant, employees may request a transfer by submitting a request with the Human Resources Director on a proper form provided by the Human Resources Department.

15.2.1.2 Transfer requests shall specify the desired effective date for which a transfer is requested.

15.2.1.3 All requests for transfer initiated by employees shall be acknowledged by the County Superintendent or his/her designee within twenty (20) working days of the receipt of the request.

15.2.1.4 Final authority for all transfers shall rest with the County Superintendent. If more than one (1) employee requests a transfer to the same position or vacancy, the employee with the greater County Office of Education hire date seniority shall be given priority. "Priority" as defined in this section shall mean that the employee having priority will be considered first on the basis of the standards of qualifications and duties as set forth in the job description. If a transfer request is denied, the Human Resources administrator shall provide the employee a written rationale for the decision within ten (10) working days. Unit members, when denied a transfer request, are encouraged to seek recommendations from the Human Resources administration towards becoming more competitive for similar future transfer opportunities.

15.2.2 Involuntary Transfer is a change in an employee's specific position or work location within classification, directed by the County Superintendent for the good of the schools and the pupils thereof or the operation of the particular program and not necessarily in accord with the wishes of the staff member who is being transferred.

15.2.2.1 The general policy of the County Superintendent shall be to limit the involuntary transfer of employees. If it becomes necessary to cause an involuntary transfer, the geographical location of work site versus residence of the transferee will be considered.

15.2.2.2 An involuntary transfer, within classification, is made during the current employee's service year at the direction of the County Superintendent or his/her designee, after consultation with the employee involved, the immediate supervisor; and the employee's designated representative(s).

15.2.2.3 Notification of such transfer shall be made in writing to the employee within fifteen (15) working days.

15.2.2.4 The employee will suffer no loss of regular assigned time as a result of an involuntary transfer.

15.3 Temporary Assignment

Instructional aides, secretarial and clerical personnel shall not be assigned to a temporary work site for longer than ten (10) working days without the written consent of the employee.

ARTICLE 16

RETIREMENT

- 16.1 Members of the Classified Unit may retire and participate in the health benefit (medical and dental) insurance program, which may include eligible dependents under the following conditions:

ELIGIBILITY

- 16.1.1 The retiree must be at least fifty-five (55) years of age.
- 16.1.2 Retiree shall have been an active, full-time employee of the Santa Cruz County Office of Education for a period of at least ten (10) consecutive years immediately prior to retirement. The County Superintendent may waive the requirement of ten (10) consecutive years as an active employee for any applicant for this program. For the purpose of this section only, unit members currently providing service and working a minimum of a thirty (30) hour week for 10 months or more shall be considered full-time.
- 16.1.3 The Santa Cruz County Office of Education will pay one (1) year of the medical and dental insurance premiums, as defined in Appendix C of this Agreement, for each two (2) years of active full-time employment for the Santa Cruz County Office of Education.
- 16.1.4 Employer contribution for all retirement plans to be frozen at the rate of the plan at the time of retirement.
- 16.1.5 Eligible employees hired prior to July 1, 1999 shall receive retiree health benefits commensurate to the medical and dental plan currently provided active Unit members (entitlement shall be for employee coverage plus one dependent with option to purchase coverage for additional dependents). Unit members eligible for Medicare will have a Medicare coordinated plan paid for by the Santa Cruz County Office of Education during the term of their eligibility.
- 16.1.6 Employees hired on or after July 1, 1999 shall receive retiree health benefits commensurate to the medical and dental plan currently provided active unit members (entitlement shall be for employee only with option to purchase higher levels of coverage) with all Santa Cruz County Office of Education employer provided health benefits to terminate at age 65.
- 16.1.7 As a condition of participation in this program, unit members will resign their position with the Santa Cruz County Office of Education, terminating their classified employment, and enter into a PERS service retirement status. In such a status, the retiree will cease to be a member of the Classified Employee Unit and will have no rights or responsibilities under the remaining provisions of this Agreement.
- 16.1.8 A retired member of the Classified Employee Unit who returns for employment as a substitute or as a temporary employee with the Santa Cruz County Office of Education will be compensated according to Merit Rule 5.307 as of July 2015.

- 16.2 A surviving spouse may elect to continue coverage for himself/herself and dependents by paying through the Santa Cruz County Office of Education the premium cost during the period provided under COBRA.

ARTICLE 17

LAYOFF AND RE-EMPLOYMENT

- 17.1 Layoff shall occur only for a lack of work or lack of funds as determined by the County Superintendent.
- 17.2 Layoff shall be affected within a class. The order of layoff shall be determined by length of service within the class, plus higher classes. The employee who has been employed the shortest time in the class, plus higher classes shall be laid off first.
- 17.2.1 For all employees "Length of Service" is calculated on date of hire.
- 17.2.2 If two (2) or more employees subject to layoff have equal class seniority, then the determination shall be made by lottery.
- 17.3 Notice of Layoff
- 17.3.1 Affected employees shall be given written notice of layoff not less than sixty (60) days prior to the effective date of layoff.
- 17.3.2 When, as the result of the expiration of a project, classified positions are to be eliminated and employees are to be laid off at the end of the school year, affected employees are to be given written notice on or before April 29 informing them of their layoff effective at the end of the school year.
- 17.3.3 If the termination date of the project is other than June 30, such written notice shall be given not less than sixty (60) days prior to the effective date of their layoff.
- 17.3.4 In the event of an actual and existing financial inability to pay salaries of employees or a lack of work resulting from causes not foreseeable or preventable by the County Superintendent, employees may be laid off without the advance written notice provided for in subsection 17.3.1, 17.3.2, and 17.3.3.
- 17.3.5 An employee who is placed on the 39 month re-employment list and who is subsequently re-employed in a new position in a classification not previously held retains the right to be returned to the re-employment list if they fail to complete the probationary period in the new position.
- 17.4 Reduction in hours in Lieu of Layoff

Any involuntary reduction in regularly assigned time shall be considered a layoff requiring satisfaction of all notice requirements and giving the affected employees all of their reemployment rights. Any employee may voluntarily request, at the discretion of the County Superintendent, a reduction in their assigned time for a period not to exceed one (1) year. Any proposed reduction in the regular assigned hours of a position shall not take effect until the Association has been notified and given the opportunity to respond.

Further, any voluntary reduction in assigned time shall not affect the hours assigned to that position.

17.4.1 The County Office agrees that it will not contract out or transfer bargaining unit work which has been customarily and routinely performed by employees which would displace or reduce the work hours of unit members. County Office agrees not to contract out for services in classifications where employees have been laid off. If it becomes necessary to contract out work, County Office agrees to negotiate the decision and/or effect of such contracting out.

17.5 A permanent employee who is laid off from a class and who has previous regular service in an equal or lower class shall have the right to bump an employee with less seniority in that lower class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.

17.6 Laid off persons are eligible for reemployment in the class from which they were laid off for a period of thirty-nine (39) months and shall be reemployed in the reverse order of layoff. Employee notification of rehire rights shall be made by registered mail. In addition, employees who suffer layoff shall have the right to apply for promotional positions for a period of thirty-nine (39) months following layoff. Notice of promotional opportunities shall be mailed to all employees who have suffered layoff.

17.7 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff and remain employed by the County Superintendent shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

17.8 If a temporary position becomes available within the 39 month rehire period, the employee who was laid off will be notified of the temporary work if it is within their job family. The laid off employee will be given the opportunity to test and interview for the position. Final authority for all temporary employment shall rest with the County Superintendent and hiring division.

17.9 Retirement in Lieu of Layoff

17.9.1 Any employee, otherwise qualified, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) working days prior to the effective date of the proposed layoff complete and submit a form provided by the County Superintendent for this purpose.

17.9.2 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 17.6 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

17.9.3 The County Superintendent agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the County Superintendent receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

- 17.9.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- 17.10 The County Superintendent shall establish, effective July 1, 1980, a classified seniority roster indicating class seniority and hire date seniority. An effort shall be made to construct such a roster reflecting earlier service.
- 17.11 Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the County Superintendent of an opening. Such notice shall be sent by U.S. Mail to the last address given the County Superintendent by the employee, and a copy shall be sent to the Association by the County Superintendent, which shall acquit the County Superintendent of its notification responsibility.
- 17.12 An employee shall notify in writing the County Superintendent of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the County Superintendent of refusal of reemployment within ten (10) working days from receipt of the reemployment notice.
- 17.13 Any employee who is improperly laid off shall be reemployed immediately.

ARTICLE 18

SAFETY

In order to assure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used:

- 18.1 The employer shall prepare and post rules for employee safety and the prevention of on- the-job accidents. Such rules shall provide regulations and precautions for the safety of employees in the performance of their duties.
- 18.2 All employees shall strive to maintain safe and sanitary conditions in their work areas of responsibility. Employees shall be provided with safety training when appropriate to their duties.
- 18.3 Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others the County Office agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.
- 18.4 CSEA shall name classified employees equal to the number appointed by other employee units as safety representatives. The names of these representatives will be forwarded to the Safety Officer for the County Office of Education and will serve on the Safety Committee. The committee may make recommendations to the County Superintendent of Schools in the area of safety. CSEA may designate site representatives who may accompany the Cal OSHA investigator onsite inspection tours. Immediate supervisor must be notified when the inspection tour will commence. Employer must pay the CSEA site representative for the time spent on the inspection tour.
 - 18.4.1 The Association will receive a copy of any OSHA reports made about any of the facilities where members of the bargaining unit work.
- 18.5 A unit member shall report to the immediate supervisor any condition that he/she believes to endanger his/her health or safety. Such report shall be in writing, or shall be presented verbally followed as soon as practicable by a written report. The supervisor shall take responsive, reasonable, and appropriate action and shall so inform the employee in writing.
- 18.6 If the immediate supervisor is unable to eliminate the hazard, said supervisor shall refer the matter to the site supervisor.
- 18.7 If the site supervisor is unable to eliminate the hazard, the matter shall then be referred to the COE Business Manager, who has been designated by the County Superintendent as the Safety Officer.
- 18.8 The Santa Cruz County Office of Education shall strive to provide a work place free from violence and/or assault.
- 18.9 Any case of assault shall be promptly reported to the employee's immediate supervisor. The supervisor shall immediately take action appropriate to the incident.

- 18.10 The employee shall file a written report of the incident and shall be provided release time to prepare the report. In the event that disciplinary and/or legal action is necessary, the employee agrees to participate, as necessary, in said action.
- 18.11 No employee shall be subjected to disciplinary action for reporting health or safety hazards or acts of violence as outlined above.

ARTICLE 19

PROCEDURES FOR GRIEVANCES

19.1 Definitions

19.1.1 A "grievance" is an allegation that the grievant has been directly affected by a misinterpretation, misapplication, or violation of a specific provision(s) of this Agreement.

19.1.2 A "grievant" is the Association or an employee of the County Superintendent covered by the terms of this Agreement with an alleged grievance.

19.1.3 A "day" is defined to mean any day in which the main office of the County Superintendent is open for business.

19.1.4 Receipt shall mean that all documents and correspondence shall include written acknowledgment of receipt (signature page or proof of service) by the grievant and/or representative for the County Superintendent at each of the Formal Levels.

19.2 Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve the grievance by scheduling an informal conference with the immediate supervisor. The grievant must identify it as an informal grievance conference, and specify the remedy sought. The grievant must initiate this informal process within fifteen (15) days after the grievant knew, or by reasonable diligence would have known, of the act or omission giving rise to the grievance. Within fifteen (15) days of the informal conference, the supervisor shall give an answer, in writing, to the grievant.

Upon receipt of the written response, if the issue is not resolved, the grievant may proceed to the formal level. Failure to file a formal grievance within the fifteen (15) day period following receipt of the informal conference response or the failure of the supervisor to respond shall be deemed an acceptance of the remedy at the informal level.

If the response indicates that the immediate supervisor has determined he/she does not have the authority to resolve the grievance at his/her level, the grievant may, within fifteen (15) days, submit the formal grievance to the Assistant Superintendent (Step III) with a copy to the immediate supervisor.

19.3 Formal Level

19.3.1 Step I

19.3.1.1 In the event the grievant is not satisfied with the response or receives no response at the informal level within fifteen (15) days, the grievant may initiate the formal review process by submitting the grievance to the immediate supervisor in writing on the grievance form prescribed by the County Superintendent (Appendix F).

- 19.3.1.2 This statement shall be a clear, concise statement of the grievance, the specific section of this Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 19.3.1.3 The immediate supervisor shall communicate a decision in writing within fifteen (15) days after receiving the grievance. If the supervisor fails to respond within the prescribed period of time, the grievant has an additional fifteen (15) day period in which to proceed to Step II of the grievance process by submitting a grievance form (Appendix F) in accordance with Step II process.
- 19.3.1.4 Failure by a grievant to appeal a decision within the fifteen (15) day period following receipt of a proposed decision shall be deemed acceptance of the decision.

19.3.2 Step II

- 19.3.2.1 In the event the grievant is not satisfied with the decision or receives no response at Step I, the grievant has 15 days to appeal the decision to the next immediate supervisor by submitting an updated grievance form (Appendix F).
- 19.3.2.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear concise statement of the reasons for appeal.
- 19.3.2.3 The next immediate supervisor shall communicate a decision, in writing, to the grievant within fifteen (15) days after receiving the appeal. If the grievant is not satisfied or no response is received, the grievant has an additional fifteen (15) day period in which to appeal to the next step of the grievance process by submitting an updated grievance form (Appendix F) to the next immediate supervisor.
- 19.3.2.4 Failure by a grievant to appeal a decision within the fifteen (15) day period following receipt of a proposed decision shall be deemed acceptance of the decision.
- 19.3.2.5 In the event that the grievant's immediate supervisor in Step II is the Assistant Superintendent, Step III below is to be by-passed, and the grievant may immediately proceed to Step IV of this procedure.

19.3.3 Step III

- 19.3.3.1 In the event the grievant is not satisfied with the decision or no response is received at Step II, the grievant may appeal the decision by submitting an updated grievance form (Appendix F) to the Assistant Superintendent or Superintendent's designee.

- 19.3.3.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear concise statement of the reasons for appeal.
- 19.3.3.3 The Assistant Superintendent, or Superintendent's designee, shall communicate his/her decision, in writing, to the grievant within fifteen (15) days after receiving the appeal. If the grievant is not satisfied, or there is no response, the grievant has an additional fifteen (15) day period in which to proceed to the next step of the grievance process.
- 19.3.3.4 Failure by a grievant to appeal a decision within the fifteen (15) day period following receipt of a decision shall be deemed acceptance of the decision.

19.3.4 Step IV

- 19.3.4.1 In the event the grievant is not satisfied with the decision at Step III, or no response is received, the grievant may make written appeal of the decision to the County Superintendent within fifteen (15) days after receiving a decision from Step III. The appeal shall take the form of a request calling for the convening of an informal fact-finding committee, hereafter "committee", and shall include a clear, concise statement of the reasons for the appeal.
- 19.3.4.2 The committee shall be composed of one person of the employee's choice, one person of the County Superintendent's choice, and one person chosen by these two selected members.
- 19.3.4.3 The selection process shall be completed by both parties within fifteen (15) days following the receipt of the appeal by the County Superintendent.
- 19.3.4.4 The expenses attendant to the selection of committee members and the payment of any and all fees charged by committee members shall be borne and paid for by the appointing party.
- 19.3.4.5 The committee, within fifteen (15) days of its formation, shall meet and consider the original grievance, the decisions rendered, and the statement of the reasons for the appeal. It may also receive evidence and testimony from the grievant, administration or other persons with knowledge related to the grievance. The committee shall reach a majority position as to the facts of the grievance and recommend terms of settlement. Such recommendations, which shall be advisory only, shall be submitted in writing to the County Superintendent and to the grievant.
- 19.3.4.6 The committee shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit their recommended settlement to the application and interpretation of this Agreement's provisions.
- 19.3.4.7 Within fifteen (15) days following receipt of the committee's report, the County Superintendent shall review the record, including all findings, conclusions and recommendations, to conduct his/her own hearing or investigation of the appeal, and render a final binding decision on the grievance. This does not abrogate a grievant's right to initiate a judicial review of the proceedings when a final decision has been made.

19.4 Miscellaneous

- 19.4.1 Response: If the County Superintendent or his/her designee fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.
- 19.4.2 Conference: Grievant shall have the right to a conference, upon request, at each step.
- 19.4.3 Records: All records of the proceedings shall be retained by the Deputy Superintendent in a separate secured grievance file.
- 19.4.4 Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
- 19.4.5 Representation: Each party may be represented by a conferee at each formal stage of the grievance procedure. Grievant may select a conferee of their choice, who may or may not be a Job Representative designated by the Association.
- 19.4.6 Release Time: If the grievant requests that the Job Representative designated by the Association serve as his/her conferee, the Job Representative shall be permitted to leave his/her normal work area, subject to the approval as to scheduling of the Job Representative's immediate supervisor, for reasonable periods of time in order to assist in investigation, preparation, writing, presentation and resolution of grievances. Whenever possible, this shall occur during periods other than scheduled contact time with students.
- 19.4.7 Pay: A grievant required to appear at a grievance conference with the County Superintendent by reason of these procedures shall not suffer any loss of pay. All first through fourth step grievance processing at the formal level, including any or all conferences, shall only occur during periods other than scheduled contact time with students.
- 19.4.8 Extension of Time: Either party may request, in writing, a specific extension of any of the timelines.
- 19.4.9 Time Limitations: Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 19.4.10 Forms: Forms for filing and processing grievances shall be prepared by the administration with the cost being borne by the County Superintendent.
- 19.4.11 Grievance Without Intervention: An employee may present and have resolved a grievance without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the County Superintendent shall not agree to a resolution of the grievance until the Chapter President has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE 20

HEALTH AND WELFARE BENEFITS ADVISORY COMMITTEE

- 20.1 A Health and Welfare Benefits Advisory Committee shall be established to review cost containment proposals relating to health and welfare benefits and provide advice to the Superintendent.
- 20.2 The Committee shall consist of two (2) members each selected by CSEA and County Superintendent.
- 20.3 The Committee will be allowed release time up to a maximum of five (5) days per person per fiscal year to observe and/or attend pertinent workshops and meetings or to visit districts in order to adequately study proposals that could provide cost savings for the County Superintendent. Should the County Superintendent charge the Committee with conducting specific research, additional release days may be provided.

Any advice made by the Committee to the County Superintendent shall be timely for the negotiation process.

ARTICLE 21

PROFESSIONAL GROWTH

The purpose of this program is to provide incentive for unit members to enhance their current job performance and increase opportunities for career advancement in their current occupational areas and related promotional opportunities through in-service training and activities listed below. Professional growth may be achieved through participation and completion in any of the following activities:

1. College and adult education courses
2. Institute learning programs
3. Conferences and workshops
4. Holding an elective office in the Association or a related professional organization
5. County sponsored classes

21.1 Professional Growth Increment

- 21.1.1 A professional growth increment may be earned by accruing ten (10) semester units or the equivalent. Accrual may result through successfully completing college or adult education classes, attendance at institute lectures, workshops, seminars, conferences or county-offered classes; or by holding an elective office in the Association or a related professional organization.
- 21.1.2 All units, except those noted in 21.1.3, must be job related within job classification, job family, association office, or promotional opportunity.
- 21.1.3 As an exception to 21.1.2 above, a maximum of three (3) semester units per professional growth increment may be earned for course work not directly related to a Unit member's job classification but consistent with the requirements outlines in 21.1.1.

21.2 Credit

- 21.2.1 Credit for graded college level courses or adult education courses shall be granted on a one-to-one basis. A grade of 'C' or better, or Pass on a Pass/Fail course, must be earned to receive credit for the course.
- 21.2.2 Credit for non-graded college or adult education level courses shall be granted on the basis of one (1) unit for fifteen (15) hours of class time.
- 21.2.3 When applying for professional growth credit for activity during a regularly scheduled work period, an employee must verify approved unpaid leave prior to participation in the professional development. For the purpose of this article unpaid leave is defined as a non-workday, holiday, vacation or compensatory time off. No unit of credit will be granted for the same professional activity for which the employee has previously received a unit unless recommended by the instructor. In no event shall units be created for a repeat course more than three (3) times.

- 21.2.4 Credit for holding elective office in the Association or serving as the professional growth chairperson will be at the rate of one and one-half (1 1/2) units for a full year of service. This may include any related county-wide, state, or national organization.
- 21.2.5 An increment of Two hundred and Fifty Dollars (\$250.00) shall be paid for accrued units per Article 21.1.1, earned to a maximum of seven (7) increments. Increments shall be permanent and shall be paid in addition to any step, across-the-board, or promotional increase.

21.3 Criteria for Point Credit

The committee may allow credit for classes, workshops, and election to offices in the Association or related professional organizations, in keeping with the following criteria:

- 21.3.1 Credit will be authorized only when the expenses involved in the professional growth activity are paid by the employee unless an exception is granted by the County Superintendent.
- 21.3.2 Job related classes leading to improvement of skills and/or knowledge contained in the job classification. Job related classes must be specific to the current assignment or promotional opportunity, e.g. music for the elementary classroom, psychology of student learners, and physical fitness in the pre-kindergarten-post-secondary classroom. Unit credit will only be creditable when consistent with the requirements of the first paragraph of this Article or as an exception authorized under section 21.1.3 of this Article.
- 21.3.3 Job improvement classes and/or experiences which lead to gaining more knowledge, understanding and skills that will enable an employee to function more effectively, i.e. human relations, Spanish, communications, computers, etc. within job classification, job family, Association office, or promotional opportunity.
- 21.3.4 Promotional classes and/or experiences to ready the employee for advancement.
- 21.3.4.1 If an employee is working towards a promotional opportunity that requires a college degree or a certificate from a training facility, the employee will be required to turn in a comprehensive list from the educational entity that shows all of the courses required for the degree or certificate for consideration of eligibility for job related hours or units.
- 21.3.5 Course "challenges" will not be given credit by the committee.
- 21.3.6 In the event the committee does not allow credit under this paragraph, the committee shall notify the candidate of the action in writing. When denied professional growth credit by the committee, an employee may appeal and provide to the committee (a) reference to the Article and section(s) invoked for creditable training and, (b) a detailed description how the class or training provides a substantive impact the employees' current or promotional position. A maximum of one appeal will be allowed per professional growth submission.

21.4 Participation Procedure

- 21.4.1 Participation is limited to employees who are probationary, permanent or part-time working three (3) hours or more per day for the school year.
- 21.4.2 The Professional Growth Application, which can be obtained from the Professional Growth chairperson, Human Resources, or online, will be submitted to the Committee chairperson within thirty (30) working days after completion of any professional activity. The committee will review the application and respond in writing to the applicant within ten (10) working days of the Professional Growth Committee meeting.
- 21.4.3 An employee must submit a Professional Growth Application to the Professional Growth Committee Chairperson for approval by the last working day of May. Coursework taken after May 31st can be submitted and will be applied to the current fiscal year as long as the application and verification deadlines are met. A verification of satisfactory completion of all activities must be presented to the committee chairperson by June 30 of each year.
- 21.4.4 Upon completion of a course or training, the employee will submit verification of completion, and for grade coursework verification of passing grade (i.e. transcripts, course certification, time sheet, course schedule, grade verification), to the Professional Growth Committee Chairperson.
- 21.4.5 Credit will be recommended by the committee based upon official evidence of the successful completion of the professional growth activity.
- 21.4.6 Award of the increment shall become effective on July 1st, if recommended by the committee.
- 21.4.7 Only one (1) increment can be earned each year.
- 21.4.8 A maximum of seven (7) increments may be earned during the term of employment.

21.5 Increments

- 21.5.1 A verification of satisfactory completion of all activities must be presented to the committee chairperson by June 30th of the year in which the increment is earned. The committee chairperson will present to the County Superintendent or her/his designee(s) a listing of all candidates eligible for an increment during the first week of July.
- 21.5.2 Increments will be awarded in a lump sum, to be reflected in the payroll not later than August 10th of any given year.
- 21.5.3 In order to receive payment for an increment, the individual must be an employee at the time the increment is earned the entire length of time the class is taken. If an individual is subsequently reemployed by the County Office of Education, upon their return, previously earned increments and accrued coursework shall be restored.

21.5.4 If an employee separates from employment (resigns, retires, lay-off, etc.) from the County Office of Education prior to the end of the fiscal year (June 30th), any professional growth increments previously awarded will be prorated over 12 months. The employee will be paid at the monthly prorated amount from July to the date of separation. Any time worked in the month of separation counts for full prorata payment for that month.

21.6 Professional Growth Committee

21.6.1 The Professional Growth Committee shall comprise:

- 21.6.1.1 The County Superintendent or her/his designee as an ex-officio member;
- 21.6.1.2 A management representative from the Student and/or Educational Services Division;
- 21.6.1.3 A management representative from the Business Services Division;
- 21.6.1.4 The Director of the Human Resource Department;
- 21.6.1.5 One (1) representative selected by the Unit from each of the six (6) major classifications of classified personnel: (1) clerical/secretary; (2) business; (3) maintenance, operations; or transportation; (4) audio- visual, technology; (5) instructional aides; (6) other support staff. Each representative shall have an alternate.

21.6.2 The Professional Growth Committee members shall elect from their number a chairperson from the Association.

21.6.3 A quorum will consist of six (6) voting members with a minimum of two (2) members representing management and two (2) members representing the employees being required for the quorum. Unit members of the committee may submit requests for professional growth but are denied the opportunity to advocate for their submission and are required to abstain from the voting process. The committee may ask the member questions about their submission and the member may respond to any questions asked.

21.6.4 The Human Resources Department shall maintain in each participating employee's personnel file a copy of the completed Professional Growth application. The chairperson will keep the original application and all verification(s) in each participating employee's Professional Growth Program file.

21.6.5 Participating employees shall be notified by the first week of August if a Professional Growth increment has been awarded and of any remaining units/hours to be carried forward to the following year.

21.6.6 Whenever possible all CSEA and SCCOE appointments shall be for a period of three (3) years with staggered terms to ensure that at least one (1) experienced CSEA and SCCOE member remain on the committee at all times. This provision will not exclude reappointments by the appointing authority.

ARTICLE 22

FLEXTIME

- 22.1 Flex-time is defined as an alternative work arrangement wherein employees may choose their arrival and departure time and vary the length of their lunch break (lunch break shall be no less than one-half (1/2) hour). The employer recognizes and accepts the concept of flextime for implementation as appropriate within those job classifications represented by the Union. Supervisors are encouraged to make flextime available to employees to both meet the employee's needs, as well as addressing the issue of traffic congestion.
- 22.2 Flex-time shall be available to both probationary and permanent classified unit members. A request for flextime may be made at any time.
- 22.3 The structure of the workweek shall be mutually agreed upon by the unit member and the member's supervisor and approved by the appropriate Assistant Superintendent or Divisional Director. All original requests for flextime shall receive a written response, either approval or denial, within ten (10) working days. If denied, the requesting employee will have ten (10) working days to appeal in writing to the Superintendent or designee. The written response to the appeal shall be provided within ten (10) working days and a copy provided to the CSEA Chapter President.
- 22.4 Flex-time will not be available if the hours chosen adversely affect the operation of the Santa Cruz County Office of Education. If it is determined that a flex-time arrangement interferes with the operation of a program, the employer shall modify or terminate the arrangement with fifteen (15) working days written notification to the employee.
- 22.5 Application of this Article shall not violate any provisions of the Education Code or the Fair Labor Standards Act and no unit member will be denied any benefit contained elsewhere within this agreement.
- 22.6 Current flextime agreements will remain in effect subject to the provisions regarding modification/termination contained in paragraph 22.4 above.

ARTICLE 23

COMPENSATION FOR TRAINING

- 23.1 Any employee who, in order to continue employment in his/her current position, is required to attend training sessions, shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
- 23.2 When a specialized (i.e., non-regular) driver's license is a part of the job description, upon prior approval of the County Office, the cost of the license, school seminars and transportation shall be paid by the County Office.

ARTICLE 24

COMPLETION OF AGREEMENT

- 24.1 This document comprises the entire Agreement between the parties as to all those matters within the lawful scope of negotiations. It is understood that any or all Articles of this Agreement may be reopened during the initial year of the term as defined in Article 2. It is further understood that for a multi-year term, in all years subsequent to the initial year, negotiations may be reopened for the purpose of negotiating Article 11, Pay and Allowances, Article 12, Health and Welfare Benefits and a maximum of two (2) additional Articles per party. Both parties agree to notify the other party to this Agreement in writing, of its request to modify or amend Articles of this Agreement.
- 24.2 During the term of this Agreement, both parties expressly waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of the parties to this Agreement, and even though such subjects or matters were proposed and later withdrawn. This does not preclude negotiations related to a change in State law brought about by administrative or judicial finding or change in statute directly affecting this Agreement.

ARTICLE 25

COMMITMENT TO AGREEMENT

- 25.1 It is the intent of the parties that during the term of the Agreement the members of the Unit shall faithfully and diligently perform all of the duties normally associated with the positions.
- 25.2 In the event that members of the Unit take any steps in violation of the provisions of this section, the Association shall make every effort to prevent such activities and to induce the employees to comply with the terms of this Agreement.
- 25.3 In the event of violation of this section, the County Superintendent may terminate any right granted by this Agreement or by other provisions.

ARTICLE 26

SAVINGS

If any provision of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, this Agreement has been ratified and accepted on the date below, as indicated by its execution by the duly authorized representatives of each party, hereto.

Heather Hutchison, President
CSEA Chapter #484

Michael C. Watkins, Superintendent
Santa Cruz County Office of Education

Date CSEA Ratified: October 29, 2015

Santa Cruz County Office of Education
And the
California School Employees Association, Chapter 484

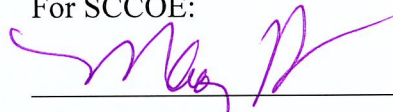
TENTATIVE AGREEMENT


October 20, 2015


The Santa Cruz County Office of Education (SCCOE) and the California School Employees Association, Chapter 484 (CSEA) hereby agree completion of negotiations for the 2015-2016 and 2016-2017 school years on all issues in negotiations for the classified employees bargaining unit on the following terms and conditions:

1. All signed and dated tentative agreements attached hereto shall be incorporated into the collective bargaining agreement where appropriate.
2. Except as provided herein, the current collective bargaining agreement shall continue without modification.
3. SCCOE shall increase the classified employee salary schedule for bargaining unit members by five percent (5%) effective July 1, 2015.
4. Effective July 1, 2016, SCCOE shall increase the classified employee salary schedule for bargaining unit members by seven percent (7%). Effective July 1, 2016, SCCOE shall stop paying the employee's contribution to PERS at which time, all employees covered by PERS shall pay the employee's portion in full.
5. The Collective Bargaining Agreement shall be extended to June 30, 2018. There shall be no negotiations for the 2016-2017 school year.


For SCCOE:









For CSEA Chapter 484:



Michelle Colman



Cathy Carr



Santa Cruz County Office of Education

Classified Personnel Titles and Range Numbers

CLASS TITLE

RANGE

FAMILY: ADMINISTRATIVE SUPPORT

Executive Assistant, SELPA/MIS Technician	32
Executive Assistant	32
Department Office Coordinator	31
Senior Administrative Secretary	27
Administrative Secretary	23
Interpreter/Translator	21
Document Production Operator	19
Secretary	18
Receptionist	14
Clerical Assistant	10

FAMILY: PROGRAM AND FINANCIAL SUPPORT

Project Coordinator, MAA/LEC	45
Senior Community Organizer	42
Financial Analyst	39
Community Organizer	39
Child Care Center Accreditation Facilitator	37
Fiscal Accountant	35
Child Care Facilities Analyst	35
Project Coordinator	35
Project Coordinator, Child Development Resource Center	35
Senior Credentials Analyst	35
Account Specialist IV	33
Child Care Resource and Referral Specialist	30
Project Specialist, Child Development Programs	30
Project Specialist	30
Purchasing Assistant	30
Human Resources/Credential Technician	28
Account Specialist III	27
Resource and Referral Technician, Child Development Programs, Level 2	24
Student Data Specialist II, Alternative Education	24
Student Data Specialist II, Special Education	24
Human Resources Assistant III	23
Student Data Specialist	21
Account Specialist II	21
Human Resources Assistant II	19
Resource and Referral Technician, Child Development Programs, Level 1	17
Human Resources Assistant	16

FAMILY: INSTRUCTIONAL SUPPORT

Guidance Counselor Technician II	30
Work Experience Specialist	24
Alternative Media Specialist, Visually Impaired	23
Guidance Counselor Technician I	21
Campus Supervisor	21
Alternative Media Assistant, Visually Impaired	19
Senior Instructional Aide	23
Parent Support Representative	17
Instructional Aide, Alternative Education	16
Instructional Aide, Autism, Special Education	16
Instructional Aide, Special Education	16

FAMILY: TECHNOLOGY SUPPORT

Programmer Analyst	40
Technology Infrastructure Analyst	39
Senior Systems Support Liaison	37
Network Support Specialist	36
Systems Support Liaison	34
Technology Support Technician	33
Web Technician	31
Graphic Designer	30
Information Services Customer Support Specialist	30
Computer/Multimedia Technical Assistant	27
Data Processing Support Technician	27
Data Processing Technical Assistant	26

FAMILY: MAINTENANCE

Maintenance Specialist	28
Maintenance Custodian	20

FAMILY: PROFESSIONAL SERVICES

Family Services Counselor	54
Occupational Therapist	54
Therapist/Physically Disabled	54

2014-2015 County Office of Education School

CLASSIFIED SALARY SCHEDULES

(See Next Two Pages)

Classified Monthly Salary Schedule – Effective

7/1/2015 Classified Hourly Salary Schedule –

Effective 7/1/2015

(Schedules can also be found on the COE web site:

http://www.santacruz.k12.ca.us/student_services/hr/salary_schedules.html

Santa Cruz County Office of Education

Michael C. Watkins, Superintendent

2015-2016 Monthly Classified Salary Schedule, Effective 7/1/15

Superintendent Approval Date: 11/19/2015

Monthly Range	STEPS						Hourly Step 1
	1	2	3	4	5	6	
1	\$1,877	\$1,960	\$2,051	\$2,144	\$2,242	\$2,348	\$10.83
3	\$1,960	\$2,051	\$2,144	\$2,242	\$2,348	\$2,454	\$11.31
8	\$2,195	\$2,296	\$2,399	\$2,513	\$2,629	\$2,747	\$12.66
10	\$2,296	\$2,399	\$2,513	\$2,629	\$2,747	\$2,880	\$13.25
11	\$2,348	\$2,454	\$2,567	\$2,688	\$2,814	\$2,946	\$13.55
12	\$2,399	\$2,513	\$2,629	\$2,747	\$2,880	\$3,016	\$13.84
13	\$2,454	\$2,567	\$2,688	\$2,814	\$2,946	\$3,085	\$14.16
14	\$2,513	\$2,629	\$2,747	\$2,880	\$3,016	\$3,153	\$14.50
15	\$2,567	\$2,688	\$2,814	\$2,946	\$3,085	\$3,233	\$14.81
16	\$2,629	\$2,747	\$2,880	\$3,016	\$3,153	\$3,309	\$15.17
17	\$2,688	\$2,814	\$2,946	\$3,085	\$3,233	\$3,383	\$15.51
18	\$2,747	\$2,880	\$3,016	\$3,153	\$3,309	\$3,461	\$15.85
19	\$2,814	\$2,946	\$3,085	\$3,233	\$3,383	\$3,543	\$16.23
20	\$2,880	\$3,016	\$3,153	\$3,309	\$3,461	\$3,627	\$16.62
21	\$2,946	\$3,085	\$3,233	\$3,383	\$3,543	\$3,710	\$17.00
22	\$3,016	\$3,153	\$3,309	\$3,461	\$3,627	\$3,797	\$17.40
23	\$3,085	\$3,233	\$3,383	\$3,543	\$3,710	\$3,890	\$17.80
24	\$3,153	\$3,309	\$3,461	\$3,627	\$3,797	\$3,981	\$18.19
25	\$3,233	\$3,383	\$3,543	\$3,710	\$3,890	\$4,074	\$18.65
26	\$3,309	\$3,461	\$3,627	\$3,797	\$3,981	\$4,172	\$19.09
27	\$3,383	\$3,543	\$3,710	\$3,890	\$4,074	\$4,274	\$19.52
28	\$3,461	\$3,627	\$3,797	\$3,981	\$4,172	\$4,371	\$19.97
29	\$3,543	\$3,710	\$3,890	\$4,074	\$4,274	\$4,474	\$20.44
30	\$3,627	\$3,797	\$3,981	\$4,172	\$4,371	\$4,582	\$20.93
31	\$3,710	\$3,890	\$4,074	\$4,274	\$4,474	\$4,692	\$21.40
32	\$3,797	\$3,981	\$4,172	\$4,371	\$4,582	\$4,805	\$21.91
33	\$3,890	\$4,074	\$4,274	\$4,474	\$4,692	\$4,917	\$22.44
34	\$3,981	\$4,172	\$4,371	\$4,582	\$4,805	\$5,037	\$22.97
35	\$4,074	\$4,274	\$4,474	\$4,692	\$4,917	\$5,157	\$23.50
36	\$4,172	\$4,371	\$4,582	\$4,805	\$5,037	\$5,278	\$24.07
37	\$4,274	\$4,474	\$4,692	\$4,917	\$5,157	\$5,409	\$24.66
38	\$4,371	\$4,582	\$4,805	\$5,037	\$5,278	\$5,541	\$25.22
39	\$4,474	\$4,692	\$4,917	\$5,157	\$5,409	\$5,669	\$25.81
40	\$4,582	\$4,805	\$5,037	\$5,278	\$5,541	\$5,810	\$26.44
41	\$4,692	\$4,917	\$5,157	\$5,409	\$5,669	\$5,952	\$27.07
42	\$4,805	\$5,037	\$5,278	\$5,541	\$5,810	\$6,096	\$27.72
43	\$4,917	\$5,157	\$5,409	\$5,669	\$5,952	\$6,244	\$28.37
44	\$5,037	\$5,278	\$5,541	\$5,810	\$6,096	\$6,395	\$29.06
45	\$5,157	\$5,409	\$5,669	\$5,952	\$6,244	\$6,551	\$29.75
46	\$5,278	\$5,541	\$5,810	\$6,096	\$6,395	\$6,708	\$30.45
47	\$5,409	\$5,669	\$5,952	\$6,244	\$6,551	\$6,872	\$31.21
48	\$5,541	\$5,810	\$6,096	\$6,395	\$6,708	\$7,037	\$31.97
49	\$5,669	\$5,952	\$6,244	\$6,551	\$6,872	\$7,208	\$32.71
50	\$5,810	\$6,096	\$6,395	\$6,708	\$7,037	\$7,378	\$33.52
51	\$5,952	\$6,244	\$6,551	\$6,872	\$7,208	\$7,555	\$34.34
52	\$6,096	\$6,395	\$6,708	\$7,037	\$7,378	\$7,747	\$35.17
53	\$6,244	\$6,551	\$6,872	\$7,208	\$7,555	\$7,934	\$36.02
54	\$6,395	\$6,708	\$7,037	\$7,378	\$7,747	\$8,133	\$36.89

Monthly Rate Based on 173.33 Hours Per Month (2080/Year)

Employer Pays Employee Portion of Retirement (PERS) Contribution for Classic members only

Longevity:	After 6 Years - 2 1/2%	After 20 Years - 10%
	After 10 Years - 5%	After 25 Years - 12 1/2%
	After 15 Years - 7 1/2%	After 30 Years - 15%

Employees assigned to this schedule are entitled to receive vision, dental, and medical coverage for the employee and their dependents. Employees can choose between three HMO plans and three PPO plans. Each plan has an employee premium contribution amount for which the employee can utilize a tax sheltered Section 125 Plan.

Santa Cruz County Office of Education

Michael C. Watkins, Superintendent

2015-2016 Hourly Classified Salary Schedule, Effective 7/1/15

Superintendent Approval Date: 11/19/15

Hourly Range	STEPS					
	I	II	III	IV	V	VI
1	\$10.83	\$11.31	\$11.83	\$12.37	\$12.93	\$13.55
3	\$11.31	\$11.83	\$12.37	\$12.93	\$13.55	\$14.16
8	\$12.66	\$13.25	\$13.84	\$14.50	\$15.17	\$15.85
10	\$13.25	\$13.84	\$14.50	\$15.17	\$15.85	\$16.62
11	\$13.55	\$14.16	\$14.81	\$15.51	\$16.23	\$17.00
12	\$13.84	\$14.50	\$15.17	\$15.85	\$16.62	\$17.40
13	\$14.16	\$14.81	\$15.51	\$16.23	\$17.00	\$17.80
14	\$14.50	\$15.17	\$15.85	\$16.62	\$17.40	\$18.19
15	\$14.81	\$15.51	\$16.23	\$17.00	\$17.80	\$18.65
16	\$15.17	\$15.85	\$16.62	\$17.40	\$18.19	\$19.09
17	\$15.51	\$16.23	\$17.00	\$17.80	\$18.65	\$19.52
18	\$15.85	\$16.62	\$17.40	\$18.19	\$19.09	\$19.97
19	\$16.23	\$17.00	\$17.80	\$18.65	\$19.52	\$20.44
20	\$16.62	\$17.40	\$18.19	\$19.09	\$19.97	\$20.93
21	\$17.00	\$17.80	\$18.65	\$19.52	\$20.44	\$21.40
22	\$17.40	\$18.19	\$19.09	\$19.97	\$20.93	\$21.91
23	\$17.80	\$18.65	\$19.52	\$20.44	\$21.40	\$22.44
24	\$18.19	\$19.09	\$19.97	\$20.93	\$21.91	\$22.97
25	\$18.65	\$19.52	\$20.44	\$21.40	\$22.44	\$23.50
26	\$19.09	\$19.97	\$20.93	\$21.91	\$22.97	\$24.07
27	\$19.52	\$20.44	\$21.40	\$22.44	\$23.50	\$24.66
28	\$19.97	\$20.93	\$21.91	\$22.97	\$24.07	\$25.22
29	\$20.44	\$21.40	\$22.44	\$23.50	\$24.66	\$25.81
30	\$20.93	\$21.91	\$22.97	\$24.07	\$25.22	\$26.44
31	\$21.40	\$22.44	\$23.50	\$24.66	\$25.81	\$27.07
32	\$21.91	\$22.97	\$24.07	\$25.22	\$26.44	\$27.72
33	\$22.44	\$23.50	\$24.66	\$25.81	\$27.07	\$28.37
34	\$22.97	\$24.07	\$25.22	\$26.44	\$27.72	\$29.06
35	\$23.50	\$24.66	\$25.81	\$27.07	\$28.37	\$29.75
36	\$24.07	\$25.22	\$26.44	\$27.72	\$29.06	\$30.45
37	\$24.66	\$25.81	\$27.07	\$28.37	\$29.75	\$31.21
38	\$25.22	\$26.44	\$27.72	\$29.06	\$30.45	\$31.97
39	\$25.81	\$27.07	\$28.37	\$29.75	\$31.21	\$32.71
40	\$26.44	\$27.72	\$29.06	\$30.45	\$31.97	\$33.52
41	\$27.07	\$28.37	\$29.75	\$31.21	\$32.71	\$34.34
42	\$27.72	\$29.06	\$30.45	\$31.97	\$33.52	\$35.17
43	\$28.37	\$29.75	\$31.21	\$32.71	\$34.34	\$36.02
44	\$29.06	\$30.45	\$31.97	\$33.52	\$35.17	\$36.89
45	\$29.75	\$31.21	\$32.71	\$34.34	\$36.02	\$37.79
46	\$30.45	\$31.97	\$33.52	\$35.17	\$36.89	\$38.70
47	\$31.21	\$32.71	\$34.34	\$36.02	\$37.79	\$39.65
48	\$31.97	\$33.52	\$35.17	\$36.89	\$38.70	\$40.60
49	\$32.71	\$34.34	\$36.02	\$37.79	\$39.65	\$41.59
50	\$33.52	\$35.17	\$36.89	\$38.70	\$40.60	\$42.57
51	\$34.34	\$36.02	\$37.79	\$39.65	\$41.59	\$43.59
52	\$35.17	\$36.89	\$38.70	\$40.60	\$42.57	\$44.70
53	\$36.02	\$37.79	\$39.65	\$41.59	\$43.59	\$45.77
54	\$36.89	\$38.70	\$40.60	\$42.57	\$44.70	\$46.92

Monthly Rate Based on 173.33 Hours Per Month (2080/Year)

Employer Pays Employee Portion of Retirement (PERS) Contribution for Classic members only

Longevity: After 6 Years - 2 1/2%
After 10 Years - 5%
After 15 Years - 7 1/2%

After 20 Years - 10%
After 25 Years - 12 1/2%
After 30 Years - 15%

Employees assigned to this schedule are entitled to receive vision, dental, and medical coverage for the employee and their dependents. Employees can choose between three HMO plans and three PPO plans. Each plan has an employee premium contribution amount for which the employee can utilize a tax sheltered Section 125 Plan.

**CSEA Health and Welfare Benefits
2015-2016 Medical Rates**

For the 2015-2016 and 2016-2017 years, October 1, 2015 through September 30, 2016, the employer shall contribute an amount equal to fund the health plans listed below:

Anthem Blue Cross Premier 20 HMO	\$1,467.02 ⁱ
Delta Dental Service; maximum coverage of two thousand Dollars (\$2,000.00) per year per eligible person	\$114.93 ⁱⁱ
Vision Service Plan, Plan C (enhanced)	\$20.81
\$25,000.00 Employee Level Term Life Insurance	\$3.75
American Fidelity Long-Term Disability	1.25% per \$100.00 of payroll

Option: Employee may buy up to either of the Anthem Blue Cross PPO Plans. Employer will offer an IRS 125 Plan for premium payments. Employee may also select one of the current lower cost Anthem Blue Cross HMO plans provided by Self Insured Schools of California (SISC).

ⁱEmployee contribution varies according to plan chosen by employee

ⁱⁱIf provider is a PPO dentist, maximum coverage is two thousand two hundred dollars (\$2,200.00) per year, per eligible person.

**2014- 2015
DUES SCHEDULE CHART**

California School Employees Association (CSEA) dues are 1.5% of monthly gross salary to a maximum of \$36.75 per month but shall not exceed a maximum annual assessment of \$367.50. In addition, there is a local chapter dues assessment of \$2.00 per month.

2015-2106 County Office of Education School Year Calendar

The calendar can be found at:

http://www.santacruzcoe.org/schools/sccoe_calendar2015-16.pdf

SANTA CRUZ COUNTY OFFICE OF EDUCATION

Michael C. Watkins, Superintendent
400 Encinal Street
Santa Cruz, CA 95060






2015-2016 County Office of Education School Calendar

2015	M	T	W	TH	F
July			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31
Aug.	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
Sept.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
Oct.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
Nov.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				
Dec.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

NOTABLE DATES

July 3 - Independence Day
(observed)
Aug. 24 - Orientation Day
Aug. 24-25 - Teacher Work Days
Aug. 26 - First Student Day
Sept. 7 - Labor Day
Nov. 11 - Veterans Day
Nov. 25, 27 - Board Holiday
Nov. 26 - Thanksgiving Day
Dec. 21 - Jan 1 - Winter Break
Dec. 24 - Admissions Day
(in lieu of)
Dec. 25 - Legal Holiday
Dec. 31 - Board Holiday
Jan. 1 - Legal Holiday
Jan. 18 - ML King Jr. Day
Feb. 8 - Lincoln's Birthday
Feb. 15 - Presidents' Day
(observed)
April 4 - April 8 - Spring Break
May 30 - Memorial Day
June 9 - Last Student Day

LEGEND

-  Legal Holiday
-  Board Holiday
-  No School
-  First/Last Day of School
-  Teacher Work Days

2016	M	T	W	TH	F
Jan.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Feb.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29				
Mar.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
Apr.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
May	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			
June			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

APPENDIX F

**SANTA CRUZ COUNTY OFFICE OF EDUCATION, CSEA CHAPTER 484
GRIEVANCE FORM**

Grievant's Name _____ Position/Site: _____

Address: _____ Home # _____ Work # _____

Date Grievance Form Filed: _____ Presented to: _____

Grievance Step per Article 19 (Step I, II, III, IV) (Circle one response) Date: _____

Name of immediate Supervisor: _____

CONCISE STATEMENT OF GRIEVANCE

1. Statement of grievance (please indicate names, location, time, etc., if you need additional space, write on the back or attach additional sheets)

2. Specific Provision(s) of contract violated: _____

3. Date(s) of Alleged violation: _____

4. Date of Informal Conference _____

5. Attendees at Informal Conference _____

6. Decision rendered at informal conference (attach written decision): _____

SPECIFIC REMEDY SOUGHT (please indicate what you want to be done)

Signature: _____ Date filed: _____

Received by: _____ Date: _____

Attachments: Attach all correspondence

c: Immediate Supervisor, Assistant Superintendent, Student and Personnel Services, Person Filing Grievance and CSEA

PERFORMANCE REVIEW FORMS

(See Next 6 Pages)

Administrative Support Level (Range 0-23)

Technical Level (Range 24-54)

Instructional Support Family

Classified Performance Review – Technical Level (Range 24-54)

Employee	Job Classification	Program	Evaluation Period
Performance Rating Scale			
Required Ratings: 1 = Exceeds the Requirements of the Job 2 = Meets the Requirements of the Job 3 = Does Not Meet the Requirements of the Job		Optional Ratings: P = Professional Growth Area N = Not a Requirement of the Job	

Organizational Requirements					
1	2	3	P	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Observance of work hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Professionalism
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Customer service
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appropriate attire (consider position)

Interpersonal Skill Requirements					
1	2	3	P	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts responsibility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stress management
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Team work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts direction

Position-Specific Requirements					
1	2	3	P	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oral communication
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Written communication
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accounting practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality/accuracy of work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Independent judgment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Initiative
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Organizational Skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follow through
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Problem solving skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Project administration
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Analytical skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Time management
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Computer programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Confidentiality
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Leadership skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Additional Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Classified Performance Review – Technical Level (Range 24-54)

Employee	Job Classification	Program	Evaluation Period
Supervisor	Recognition of Outstanding Performance Areas ("1" Ratings)		
	Use additional sheets as necessary.		
	Professional Growth Area to Meet Job Requirements ("R" Ratings)		
	Use additional sheets as necessary.		
	Specific Deficiency Areas ("3" Ratings)		
	Use additional sheets as necessary.		
	An Improvement Plan Form is Required: I have attached an improvement plan form: <input type="checkbox"/> Yes <input type="checkbox"/> No The employee was provided a copy of the form: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional supervisory comments: <div style="height: 40px;"></div>		
Use additional sheets as necessary			
Authorizations: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> Supervisor/Date _____ </div> <div style="width: 45%;"> Co-Evaluator/Date _____ </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> Program Director/Date _____ </div> <div style="width: 45%;"> Division Supt/Superintendent Designee/Date _____ </div> </div>			
Classified Performance Review Results Summary Rating (Required): <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Exceeds requirements of the job <input type="checkbox"/> Meets requirements of the job with Professional Growth areas identified </div> <div style="width: 48%;"> <input type="checkbox"/> Meets requirements of the job <input type="checkbox"/> Does not meet requirements of the job </div> </div> Probationary Employees Only: <input type="checkbox"/> I do <input type="checkbox"/> I do "not" recommend this employee be granted permanent status.			
Collaborative	Professional Growth Area/s for Personal Development: <div style="height: 40px;"></div>		
	Use additional sheets as necessary.		
Employee	Employee comments: <div style="height: 40px;"></div>		
	Use additional sheets as necessary. This report was discussed with me: <input type="checkbox"/> Yes <input type="checkbox"/> No I understand that my signature does not necessarily indicate agreement <div style="margin-top: 10px;"> _____ Employee/Date </div>		
HR Director	<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div style="width: 20%;"> <input type="checkbox"/> Annual Review <input type="checkbox"/> Notice/Unsatisfactory Service </div> <div style="width: 20%;"> <input type="checkbox"/> Special Review <input type="checkbox"/> Notice/Commendation </div> <div style="width: 20%;"> <input type="checkbox"/> Probationary (2 month) </div> <div style="width: 20%;"> <input type="checkbox"/> Probationary (5 month) </div> </div> <div style="margin-top: 10px;"> _____ Human Resources Director Signature/Date </div>		

Classified Performance Review – Administrative Support Level (Range 0-23)

Employee	Job Classification	Program	Evaluation Period

Performance Rating Scale	
Required Ratings: 1 = Exceeds the Requirements of the Job 2 = Meets the Requirements of the Job 3 = Does Not Meet the Requirements of the Job	Optional Ratings: P = Professional Growth Area N = Not a Requirement of the Job

Organizational Requirements					
1	2	3	P	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Observance of work hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Professionalism
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Customer service
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appropriate attire (consider position)

Interpersonal Skill Requirements					
1	2	3	P	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts responsibility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stress management
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Team work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts direction

Position-Specific Requirements					
1	2	3	P	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oral communication
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Written communication
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Record keeping
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality of work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Judgment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Initiative
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Organizational Skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follow through
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Problem solving skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Analytical skills
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Productivity
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Operation of equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Additional Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Employee	Job Classification	Program	Evaluation Period

Collaborative	<i>Professional Growth Area/s for Personal Development:</i>
	Use additional sheets as necessary.

HR Director	<input type="checkbox"/> Annual Review <input type="checkbox"/> Special Review <input type="checkbox"/> Probationary (2 month) <input type="checkbox"/> Probationary (5 month)
	<input type="checkbox"/> Notice/Unsatisfactory Service <input type="checkbox"/> Notice/Commendation
	_____ Human Resources Director Signature/Date

Classified Performance Review – Instructional Support Family

Employee	Job Classification	Program	Evaluation Period

Performance Rating Scale

Required Ratings:

1 = Exceeds the Requirements of the Job

2 = Meets the Requirements of the Job

3 = Does Not Meet the Requirements of the Job

Optional Ratings:

R = Professional Growth Area to Meet Requirements of Job

N = Not a Requirement of the Job

Organizational Requirements					
1	2	3	R	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Observance of work hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Professionalism
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Interpersonal relations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appropriate attire (consider position)

Interpersonal Skill Requirements					
1	2	3	R	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts responsibility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge & application of practices that ensure personal & group safety.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates ability to handle stressful situations.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Communicates w/ colleagues, follows instructions & uses problem solving & other skills to work as an effective member of the instructional team.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts direction

Position-Specific Requirements					
1	2	3	R	N	Performance Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge of necessary subject matter content to provide instructional support and other direct services to students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge of the role & responsibilities of instructional support staff.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Applies basic knowledge of student development.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Applies professional standards of conduct, including the requirement of confidentiality.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Awareness of diversity among the children, youth, families & staff.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Applies the elements of effective instruction to assist teaching & learning as developed by the certificated/licensed staff in a variety of settings.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates ability to utilize appropriate strategies & techniques to provide instructional support in teaching & learning as developed by the certificated/licensed staff.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates ability to motivate & assist children & youth according to individual student needs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge & application of the ways in which technology can assist teaching, learning and record keeping.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates knowledge & application of social &/or health related support techniques.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates ability to organize & maintain a variety of student records.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Additional Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Classified Performance Review – Instructional Support Family

Employee	Job Classification	Program	Evaluation Period
Supervisor	Recognition of Outstanding Performance Areas (“1” Ratings)		
	Use additional sheets as necessary.		
	Professional Growth Area to Meet Job Requirements (“R” Ratings)		
	Use additional sheets as necessary.		
	Specific Deficiency Areas (“3” Ratings)		
	Use additional sheets as necessary.		
	An Improvement Plan Form is Required: I have attached an improvement plan form: <input type="checkbox"/> Yes <input type="checkbox"/> No The employee was provided a copy of the form: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional supervisory comments: <div style="height: 40px;"></div>		
Use additional sheets as necessary			
Authorizations: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> _____ Supervisor/Date </div> <div style="width: 45%;"> _____ Co-Evaluator/Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> _____ Program Director/Date </div> <div style="width: 45%;"> _____ Division Supt./Superintendent Designee/Date </div> </div>			
Classified Performance Review Results			
Summary Rating (Required): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Exceeds requirements of the job <input type="checkbox"/> Meets requirements of the job with Professional Growth areas identified </div> <div style="width: 45%;"> <input type="checkbox"/> Meets requirements of the job <input type="checkbox"/> Does not meet requirements of the job </div> </div> Probationary Employees Only: <input type="checkbox"/> I do <input type="checkbox"/> I do “not” recommend this employee be granted permanent status.			
Collaborative	Professional Growth Area/s for Personal Development: <div style="height: 40px;"></div>		
	Use additional sheets as necessary.		
Employee	Employee comments: <div style="height: 40px;"></div>		
	Use additional sheets as necessary. This report was discussed with me: <input type="checkbox"/> Yes <input type="checkbox"/> No I understand that my signature does not necessarily indicate agreement <div style="margin-top: 10px;"> _____ Employee/Date </div>		
HR Director	<input type="checkbox"/> Annual Review <input type="checkbox"/> Special Review <input type="checkbox"/> Probationary (2 month) <input type="checkbox"/> Probationary (5 month) <input type="checkbox"/> Notice/Unsatisfactory Service <input type="checkbox"/> Notice/Commendation		
	<div style="margin-top: 10px;"> _____ Human Resources Director Signature/Date </div>		

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION,
CHAPTER #484**

**CATASTROPHIC LEAVE BANK
Request Form**

Employee Name: _____

Position: _____

I am requesting _____ hours from the SCCOE Classified Catastrophic Leave Bank

(Please refer to Catastrophic Leave Policy for detailed requirements).

Please select one of the options below:

- ☐ Please solicit donations on my behalf.
☐ I wish my request to remain anonymous.

Employee Signature

Date

(or authorized representative if employee is unable to make a written request because of the catastrophic illness or injury)

Benefits Use Only

Date all accrued paid leave will be exhausted: _____ Date differential pay begins: _____

Verified by: _____ Date: _____

CSEA Use Only

☐ Approved Number of Hours: _____

☐ Denied Comments: _____

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #484

CATASTROPHIC LEAVE BANK Donation Form

The Catastrophic Leave Bank is open to all classified CSEA unit members who wish to donate sick hours to support a staff member in need. To initially become a member, one only needs to donate the equivalent of one day in hours.

Please refer to your Classified Unit Agreement for more information on the Catastrophic Leave Bank including definitions, eligibility, required contributions, withdrawals and administration.

Please complete the form below and return it to Scott Mean-Hill in the Human Resources department at the Santa Cruz County Office of Education.

If you have any questions, feel free to contact Scott Mean-Hill at (831) 466-5755.

I, _____, being a classified employee of the Santa Cruz County Office of Education hereby

- ☐ Donate _____ hours to the Classified Catastrophic Leave Bank.
- ☐ Donate _____ hours to: _____ (after solicitation of hours)
- ☐ Do not wish to donate to the Classified Catastrophic Leave bank at this time.

Employee Signature

Date

Print Name



Certificated Employee Unit Agreement

**By and Between the
Santa Cruz County Education Association/CTA/NEA
and
The Santa Cruz County Superintendent of Schools**

July 1, 2016 – June 30, 2018

http://www.santacruz.k12.ca.us/student_services/hr/staff_resources.html

CERTIFICATED EMPLOYEE UNIT AGREEMENT

July 1, 2016 – June 30, 2018

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PREAMBLE

THIS AGREEMENT, hereinafter referred to as the “Agreement,” is entered into between the County Superintendent of Schools, hereinafter referred to as “County Superintendent,” and the Santa Cruz County Education Association CTA/NEA, hereinafter referred to as “Association”.

The term “Agreement” as used herein means the written agreement provided under Section 35401(h) of the Government Code.

ARTICLE 1

RECOGNITION

1.1 The County Superintendent recognizes the Association as the exclusive representative for the employees in the Certificated Unit.

1.2 The Certificated Unit consists of those certificated employees rendering service to the County Office under written contract and assigned a permanent, probationary or temporary employment status. The unit does not include those appointed under authority of Education Code Section 44910 (ROP teachers). All other certificated positions, including those designated management or confidential and those positions recognized as certificated supervisory, have been by mutual agreement of parties excluded from this unit.

1.3 This Agreement applies only to employees in the above described representation unit.

ARTICLE 2

TERM

2.1 TERM. The term of this Agreement shall commence on July 1, 2016, and will continue until June 30, 2018. The contract will stay in effect until completion of negotiations on a successor agreement.

ARTICLE 3

COUNTY SUPERINTENDENT OF SCHOOLS RIGHTS

- 3.1 All matters not specifically enumerated in this Agreement are reserved to the public school employer as provided by law.
- 3.2 In the event of an emergency, which shall be defined as to include any or all those conditions set forth in Education Code Sections 41422 or 46392, the County Superintendent shall have the right to suspend the provisions of this Agreement for the duration of the emergency only as provided in federal or state statutes and directives.

ARTICLE 4

EMPLOYEE RIGHTS

- 4.1 The County Superintendent and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

4.2 Subcontracting

The Santa Cruz County Office of Education shall not subcontract bargaining unit work without the concurrence of the Association. In the event of layoff, the County Office of Education shall not subcontract work formerly performed by laid off unit members to any outside entity without the concurrence of the Association.

4.3 Non-Discrimination

There shall be no discrimination among employees of the County Office of Education with respect to color, race, creed, religion, national origin, gender, sexual orientation, veteran status, age, ancestry, medical condition, disability or marital status.

ARTICLE 5

PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

- 5.1 Any unit member who is a member of the SCCEA, CTA/NEA, or who has applied for membership, shall sign and deliver to the County Superintendent an assignment authorizing deduction of unified membership dues and general assessments in the SCCEA, CTA/NEA. Pursuant to such authorization, the Superintendent shall deduct according to employee's wage payment option, one-tenth or one-twelfth of such dues from the regular salary check of the unit member each month for ten (10) or twelve (12) months.
- 5.2 Authorized payroll deductions shall continue in effect from year to year unless revoked in writing between June and September 1 of any year.
- 5.3 Agency Fee
- 5.3.1 Any unit member who is employed by the Santa Cruz County Office of Education and who is not a member of the SCCEA, CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of his/her assigned duties, shall become a member of the SCCEA, CTA/NEA, or pay to the Association a fee in an amount equal to unified membership dues and general assessments, payable to the Association in one lump-sum payment. In the event that a unit member does not pay such a fee directly to the Association, the Association shall notify the Superintendent in writing. The Superintendent shall then immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 5.1 of this article. There shall be no charge to the Association for such mandatory deduction.
- 5.3.2 Religious exemption
- 5.3.2.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, except such member shall pay, in lieu of a service fee, sums equal to such service fee to either a non-religious, non-labor organization or charitable fund exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code.
- 5.3.2.2 To receive a religious exemption, the unit member shall submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

- 5.3.2.3 Proof of payment shall be made on an annual basis to the Association and the Superintendent as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
- 5.3.2.4 Any unit member making payments as set forth in paragraph 5.3.2.1, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 5.3.3 With respect to all sums deducted by the Superintendent pursuant to sections above, whether for membership dues or agency fee, the Superintendent agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indication of any changes in personnel from the list previously furnished.
- 5.3.4 The Association, CTA/NEA, agrees to furnish any information needed by the Superintendent to fulfill the provisions of this Article.
- 5.3.5 The cost of enforcing the provision of this Article shall be borne solely and exclusively by the Association, except that for the duration of the term of this Agreement, no member of the unit nor the Association will be required to reimburse the Office of the County Superintendent costs incurred in making the salary deduction and the transmission of the amounts so collected to Association.
- 5.3.6 The Association shall indemnify, defend and hold harmless the County Superintendent, his/her designees from any and all claims made of any nature and against any lawsuit threatened or instituted against the County Superintendent and his/her designees, arising from the responsibilities created by the provisions of this Article

ARTICLE 6

COMPENSATION

6.1 Salary

- 6.1.1 Effective July 1, 2016, the County Superintendent agrees to an increase on the Certificated Unit Salary Schedule of 3%. All increases will be displayed in Appendix I.
- 6.1.2 Effective July 1, 2017, the County Superintendent agrees to an increase on the Certificated Unit Salary Schedule of 3%. All increases will be displayed in Appendix I.
- 6.1.3 Effective July 1, 2016, the County Superintendent agrees to implement a salary schedule specific to Psychologists, Nurses and Speech Language Pathologists which will incorporate the previous 10% responsibility factor. The salary schedule will be displayed in Appendix I.
- 6.1.4 Stipends for graduate degrees will be prorated to the employee's full-time equivalent (FTE) and work year. A maximum of one Master's degree stipend will be credited per individual employee. A maximum of one Doctorate degree stipend will be credited per individual employee. The master's degree annual stipend for a full-time equivalent (FTE) will be fifteen hundred dollars (\$1,500). The Doctorate degree annual stipend for a full-time equivalent (FTE) will be four hundred dollars (\$400). When prorating stipends, a minimum stipend for a Master's degree will be four hundred dollars (\$400) and a minimum for the Doctorate degree will be one hundred dollars (\$100).
- 6.1.5 Bilingual Stipend: Employees that acquire CTC authorized bilingual certification such as BCLAD or CSET: World Languages Exam will receive an ongoing stipend. The stipend amount for a 1.0 FTE position will total \$1,500 on an annual basis. Stipends will be prorated for part-time assignments and/or partial year service.

6.2 Responsibility Factor

- 6.2.1 A Responsibility Factor of an additional 10 percent (10%) of salary shall be paid to those Resource Specialists performing case management duties in addition to their regular duties.
- 6.2.2 A Responsibility Factor of an additional ten percent (10%) of salary shall be paid to the Head Teacher at a site having three or more teachers for the additional duties and coordination responsibilities required.
- 6.2.3 A Responsibility Factor of an additional ten percent (10%) of salary shall be paid to Program Specialists in recognition of the specialized responsibilities inherent in the position.
- 6.2.4 Case management and head teacher assignments are made annually by the Director. Case management duties are listed in Appendix A-1. Head teacher duties are listed in Appendix A-2.

- 6.2.5 A standing responsibility factor committee shall be established to review eligibility for individuals not currently included to receive the ten percent Responsibility Factor. Three committee members will be selected by the Superintendent and three members selected by the Santa Cruz County Education Association.

The purpose of the committee shall be to consider individual cases not previously considered within the previous two (2) years, unless duties have changed significantly, and make recommendations as to whether these persons should be receiving the additional ten percent Responsibility Factor.

6.3 Health and Welfare Benefits

- 6.3.1 For bargaining unit members working a minimum of .8 FTE (full time equivalent), the County Superintendent shall provide a health and welfare benefit plan for eligible staff members and dependents outlined in Appendix D, 2013-2014 Health and Welfare Benefits.

6.3.1.1 For bargaining unit members with an effective hire date on or after July 1, 2006 and working a minimum of .5 FTE and up to .79 FTE, the County Superintendent shall pay a prorated share of the employer's contribution of the health and welfare benefit plan for eligible staff members and dependents. Prorated contributions will be paid based on the equivalent FTE of the eligible staff member.

- 6.3.2 Effective October 1, 2013, for eligible Unit members, the County Superintendent of Schools shall contribute up to an amount comparable to fifty percent (50%) of the increased cost to the 2013-2014 cost of health and welfare benefits (medical, dental, vision, and life) outlined in Appendix D. It will be the bargaining member's responsibility to pay for any additional cost to health benefits.

Effective October 1, 2014 for eligible Unit members, the County Superintendent of Schools shall contribute an amount comparable to fifty percent (50%) of the increased cost to the cost of health and welfare benefits (medical, dental, vision, and life) outlined in 2014-2015 Appendix D. It will be the bargaining member's responsibility to pay for any additional cost to health benefits.

Effective October 1, 2015 for eligible Unit members, the County Superintendent of Schools shall contribute the full cost of the Health and Welfare benefit increase based on the high HMO. The amount to be contributed on behalf of the unit will be \$1,448.02. In addition, the County Superintendent will contribute on behalf of the unit the increase to Dental and Vision which equate to 3% on each. All increases to be displayed in the agreement under Appendix D.

- 6.3.3 For 2011-2012, the redistribution of the Health JPA reserve funding, estimated at \$193,000 or \$624 per eligible full time employee, will be retained by the employer. In lieu of an employee stipend and future JPA redistribution, the County Superintendent of Schools will provided a one-time health augmentation of \$1000 for all active employees as of July 1, 2011 working a minimum of .75 FTE (Full Time Equivalent). Association members providing active service below the .75 FTE will receive a pro-rated amount as an augmentation.

- 6.3.4 The Association agrees to relinquish all claims and rights to negotiate for any future redistribution of the dental reserve currently administered through the Santa Cruz County Health Insurance Group JPA. As a *quid pro quo* the Superintendent agrees to provide each eligible Association member with a one-time health augmentation of \$1000 plus an additional one-time augmentation equal to two percent (2%) of the eligible employee's base salary.

Eligibility to be defined as active employees as of July 1, 2012 working a minimum of .75 FTE (Full Time Equivalent). Association members providing active service below the .75 FTE will receive a prorated amount as an augmentation.

- 6.3.5 Absent a negotiated agreement on health benefits by September 30, 2015, and should there be an increase in the costs of health and welfare benefits for 2015-2016, the Santa Cruz County Office of Education will increase its contribution to 50% of the increased cost of the benefits. The balance of the increased cost of benefits will be paid by the employees via an employee payroll deduction.
- 6.3.6 Unit members have an option to enroll domestic partners in the health and welfare benefit plans. Members electing this option must follow all the procedures and eligibility requirements as outlined by the Self Insured Schools of California (SISC).
- 6.3.7 A Health and Welfare Advisory committee shall be activated as needed to review cost containment proposals relating to health and welfare benefits and to provide advice to the Superintendent. These committee members will be selected by the Superintendent and three members selected by the Santa Cruz County Education Association. A chairperson shall be appointed by the Superintendent who shall be responsible to convene meetings at least annually, or as appropriate, to disseminate and discuss pertinent information.
- 6.3.8 The County Office of Education will pay the employer's contribution for Medicare coverage for participating employees hired before April 1986. The employee's contribution will be paid by the participating employees and will be deducted from participating employees' pay warrants. Payment and deductions will be retroactive to July 1, 1990, and will begin when the County Office of Education is notified that its request for coverage is approved.

Medicare coverage payments for employees hired after March 1986 will continue as is.

- 6.3.9 The County Superintendent of Schools will implement the Flexible Benefit Plan under I.R.S. Section 125 for those employees electing to participate.
- 6.3.10 Beginning in the 2005-2006 fiscal year, as a priority in total compensation provided, the employer will deposit the equivalent of point seven five percent (0.75%) of base salary in the certificated retiree benefit account to fund the future cost of certificated retiree health benefits. In the 2006-2007 and 2007-2008 fiscal years, as a priority in total compensation provided, the employer will deposit an additional point seven nine percent (0.79%) of base certificated salary for each of the two fiscal years in the certificated retirement benefit account to fund future cost of certificated retiree health benefits.

6.4 Professional Growth

The County Superintendent and the Santa Cruz County Education Association encourage professional growth both through formal course work at an accredited college or university or through such activities as college and adult education courses, institute learning programs, conference and workshops, approved and accredited on-line and distance learning, holding an elective office in related organizations, County Office of Education sponsored classes, educational travel, professional writing, committee work, and other professional activities.

The Professional Growth Committee shall be composed of two Association members represented by one member each from the Special Education and Alternative Education departments and one administrator from the Human Resources department and the superintendent's designee for a total of four members.

The Association shall select its representatives to the Professional Growth Committee by October 1 of each year.

6.4.1 Requirements for Step Advancement on the Salary Schedule

6.4.1.1 Bargaining unit members shall receive an increment step advancement for each year of experience, serving a minimum of 75% of a school year.

6.4.1.2 If an employee receives a final summary rating of a "needs to improve" or "unsatisfactory" on an evaluation, the increment step is withheld until all growth objectives have been met. Once the growth objectives are met, then in the subsequent year, movement toward an increment step will commence.

6.4.2 Obtaining prior Approval for Professional Growth and/or Professional Growth For Column Movement

6.4.2.1 Prior approval, utilizing the Request for Approval of Professional Growth for Salary Recognition Form, is required for all professional growth credit except for upper division and graduate university units or COE approved courses. Prior approval is recommended for upper division or graduate university units.

6.4.2.2 The Superintendent's designee will forward all Requests for Professional Growth or completed credit to the Professional Growth Committee which shall review the request, and if necessary, discuss any issues with the individual initiating the request, and prepare a written recommendation for further action and submit the recommendation to the Superintendent's designee.

6.4.2.3 The Superintendent's designee will review the Professional Growth Committee's recommendation and provide his/her recommendation. If the Superintendent's designee does not approve the recommendation, the individual seeking approval may request a review and consideration by the County Superintendent of Schools.

6.4.3 Obtaining Salary Recognition for Professional Growth

During April of each year, certificated personnel desiring salary recognition for professional growth shall submit through his or her program manager to the Superintendent's designee:

- 6.4.3.1 A listing of credits and/or units earned or anticipated to be earned during the current school year (September 1 through June 30); and
- 6.4.3.2 A statement as to whether the individual anticipates earning a sufficient number of credits and/or units during the period of July 1 through September 30 of the next school year to cause a change in the placement of the individual on the salary schedule.
- 6.4.3.3 Credits and/or units shall be allowed for advancement on the current year salary schedule if they are reported and verified in the office of the Superintendent's designee by the close of the workday preceding October 1 of each year. If not reported and verified by that date/time, salary recognition shall not be given until the following school year. Employee should complete a Request for Approval of Professional Growth Credit for Salary Recognition.
- 6.4.3.4 For salary recognition for college or university course work, it is the responsibility of the staff member submitting the request to supply course descriptions and other pertinent information relevant to the request for salary recognition. Prior approval from the Superintendent's designee is required for all lower division coursework. All coursework shall be related to the requirements of the current classroom or work assignment.
- 6.4.3.5 For salary recognition for professional growth other than college or university work, the staff member shall supply all pertinent data required to justify the request. Conference brochures or workshop flyers should be attached to the request form. Documentation will also be supplied by the employee for other qualifying activities. Fifteen (15) hours of approved activities will equal one (1) unit of semester credit. Credit will be approved in not less than five (5) hours (1/3) credit increments.
- 6.4.3.6 Of the units required for advancing from one column to another on the approved salary schedule, only ten (10) units for other than college or university work can be credited for professional growth.
- 6.4.3.7 Where university unit credit is offered and purchased by the staff member, if other expenses for attendance are paid for by the Santa Cruz County Office of Education, e.g., release time, registration, and lodging, staff members may submit requests for salary recognition as specified in sections 6.4.3.4, 6.4.3.5, and 6.4.2.

ARTICLE 7

HOURS OF EMPLOYMENT

- 7.1 The Santa Cruz County Office of Education recognizes the fact that unit members are professionals dedicated to fulfilling their responsibilities in the wide variance of programs offered by the Office and therefore it may not be possible for staff to adhere to a structured work schedule.
- 7.2 Work Year – The certificated staff shall be required to work 185 days per year, consisting of 180 student days, generally one (1) day for Orientation, one (1) day as a teacher work day, and three (3) staff development days. The date for the first day of student instruction and the last day of student instruction shall be negotiated within the constraints of district calendars.
- 7.2.1 Certificated staff, assigned to a school district site or campus, are required to provide service on the same instructional days as those adopted by the host school district. The requirement shall total 180 instructional days.
- 7.2.2 Certificated staff will submit and seek approval of their tentative work year calendar proposed for the school year. Submission of the proposed calendar will be accomplished by the end of the second week of school and provided to the program administrator for their approval.
- 7.2.2.1 If available, the Employer shall provide certificated staff members assigned to multiple sites district calendars on or before June 1.
- 7.2.3 All other certificated staff shall be assigned to the work year calendar adopted by the Santa Cruz County Office of Education.
- 7.2.4 Work-related modifications in the calendar may be made with approval of the program administrator. Bargaining unit members may seek modifications in their work calendar in order to participate in approved professional development activities as long as they work the days required in section 7.2 above. The placement of staff development days within the work calendar shall be negotiated.
- 7.3 Work Week - The regular workweek for all certificated staff shall not average more than a total of thirty- seven and one-half hours (37 1/2).
- 7.4 Work Day
- 7.4.1 The regular workday shall consist of seven and one-half (7 1/2) hours and shall include a duty free lunch of at least thirty (30) minutes.
- 7.4.2 In the event that it is unsafe to take a thirty (30) minute duty free lunch, the employee shall contact their immediate supervisor in order that arrangements may be made to ensure the lunch break.

- 7.4.3 The start of the workday for each employee shall be not less nor more than thirty (30) minutes prior to the arrival of students. The workday may be altered by mutual consent of the parties.
- 7.4.4 The starting time requirement may be altered at the sole discretion of the County Superintendent or his/her designee. Directors/administrators may authorize an earlier leaving time in individual cases of personal necessity or attendance at other school meetings or activities.
- 7.4.5 Except for an independent study assignment or a single-site assignment, a general education staff member shall not be assigned more than three different subject preparations within the five period teaching day without the staff member's consent.
- 7.4.6 Upon director/administrator approval, classroom teachers may be required to participate in adjunct teaching activities that may necessitate their absence from the classroom for the following: District/COE IEP meetings and annual review meetings; observation of prospective students; parent conferences; program visitations; program planning meetings; in-service training; and/or a job-related conference.
- 7.5 Professional Duties: As part of the regular workday, employees may be required to perform additional professional duties. Such duties may include, but not be limited to, attendance at site meetings; collaborative meetings and general staff meetings; attendance at parent meetings, including home visits; student activities; site change preparation; and Individualized Education Program (IEP) meetings. Employees shall not be required to serve more than an average of ten (10) hours per month beyond their regular workday in carrying out these duties.
 - 7.5.1 Overtime Defined In the event an employee is unable to complete their professional duties within the ten (10) hours per month beyond their regular work day, i.e., 150 hours per four (4) week total work time, the employee may request to work overtime from the immediate supervisor. The immediate supervisor shall respond to such request within five (5) work days.
 - 7.5.2 Compensation for Overtime
 - 7.5.2.1 All authorized overtime hours shall be compensated at a rate of pay equal to time and one-half the regular hourly rate of pay of the employee.
 - 7.5.2.2 Compensatory time off may be allowed in lieu of cash payment if mutually agreed by both parties. Compensatory time off shall be at the rate of one and one-half times the regular rate and shall be taken within twelve (12) months following the pay period in which it was earned.
- 7.6 Extended Year for Special Education and Community Schools
 - 7.6.1 Definition - Extended year shall be defined as additional days worked beyond the regular school year contract.

7.6.2 Salary - Salary will be based on each certificated employee's salary schedule placement in effect for the school year preceding the extended year. Salary will be pro-rated according to length of workday for each employee. However, no employee will be paid less than \$25.00 per hour.

7.6.3 Assignment

7.6.3.1 The length of day, number of days and starting and ending dates of extended year will be negotiated Ad Hoc with Association representatives prior to May 1 preceding Extended Year. The Santa Cruz County Office of Education will announce available Extended Year positions no later than May 15th.

7.6.3.2 Priority for Extended Year assignments will be based on:

- (1) first - current assignment
- (2) second - seniority (date of hire)
- (3) third - Appendix C

ARTICLE 8

CERTIFICATED PERSONNEL EVALUATION

(See Certificated Evaluation Program Handbook)

- 8.1 The County Superintendent of Schools and the Association understand that the purpose of personnel evaluations is to enhance staff development so as to maintain and improve the quality of education provided by the Department.

The County Superintendent accepts the responsibility to create a favorable climate for each certificated staff member in order that program goals and objectives stated for each of the programs and functions conducted by the Santa Cruz County Office of Education might be more fully realized. Defining the extent to which such goals and objectives are being met is the reason for the continuing, constructive and cooperative experience of program and staff evaluation.

- 8.2 The County Superintendent and the Association agree that a successful evaluation program requires mutual respect and confidence between the evaluator and the person evaluated.

The outcome of the evaluation process is the continuing assessment of the stated program goals and objectives and the development of ways to assist certificated staff members to apply their professional competencies to achieve desired program effectiveness.

- 8.3 The Superintendent recognizes their responsibility to provide the financial and personnel resources to conduct evaluation activities.

8.4 Evaluator(s)

An evaluation team will include the staff member to be evaluated and his or her evaluator. The County Superintendent will identify the evaluator. The evaluatee may ask that a certificated colleague also be a member of the team.

If the evaluator and the evaluatee are unable to agree on the selection of that colleague, the evaluator will appoint the third member, or at the staff member's option, the evaluation will proceed with the two-member team.

8.5 Evaluatee(s)

Members of the unit in probationary or temporary status shall be evaluated at least each school year. Members of the unit in permanent status shall be evaluated at least once every two years with the exception of those permanent staff meeting the requirements of Ed Code 44664, allowing for evaluation every five (5) years. Certificated staff qualifying for the five-year evaluation cycle must: 1) be permanent, 2) meet NCLB/HQT requirements (if applicable), 3) have ten (10) years of service in the County Office of Education, 4) have their most previous evaluation rated as meeting or exceeding standards, and 5) have agreement between themselves and their evaluator on the five-year cycle.

Prior to October 1, each evaluatee shall be given a copy of the Santa Cruz County Office of Education Certificated Evaluation Handbook that has been approved by the Evaluation Committee and negotiations teams. The handbook will outline the evaluation procedures and timeline as adopted in this agreement.

8.6 Goals and Objectives

8.6.1 Time Limits

At a time mutually agreed upon by the evaluator and evaluatee prior to November 15 of an evaluation year, each staff member shall meet with the evaluator responsible for the evaluation. The evaluatee will be given a copy of the evaluation instrument and his/her job description. Any new staff member or staff member transferred or reassigned to a new site/program and any staff member returning from an approved leave of absence after the beginning of the regular work year shall meet with his/her evaluator within eight weeks of his/her first working day.

Upon hiring, each staff member will be given a current copy of his/her job description, which shall form, in part, the basis of his/her evaluation.

8.6.2 Developing Objectives

At the time of their meeting, the evaluator and the evaluatee shall develop, in writing on forms provided, objectives and standards of the performance for instructional and non-instructional staff members and the ways in which data about these objectives shall be collected. Data shall be collected to assess staff member competency as reasonably relates to:

- 8.6.2.1 Learner growth and development as stated in the instructional goals and objectives;
- 8.6.2.2 Success in meeting management objectives as stated in the job description and program descriptions;
- 8.6.2.3 Instructional techniques and strategies used by staff member;
- 8.6.2.4 Adherence to curricular objectives;
- 8.6.2.5 Establishment, maintenance and successful management of a safe and suitable instructional environment, including reasonable efforts to identify and use safe work practices within the scope of the employee's responsibility and control;
- 8.6.2.6 Productive relationships with students, co-workers, parents and the community; and
- 8.6.2.7 Professional growth.

8.6.3 Mitigating Circumstances

Each staff member shall have the right to identify any constraints that the staff member believes may inhibit his or her ability to meet objectives and standards. These shall be identified in advance and noted in the goals and objectives.

8.6.4 Disagreements

Should there be a failure to reach mutual agreement on objectives, the parties shall attempt to mutually agree on a third party, who is to resolve the dispute. Should the two parties fail to agree on a third party, then an appeal shall be made to the evaluator's supervisor, who is to resolve the dispute.

8.6.5 Review

Provisions for periodic review and modification of objectives shall be determined mutually by the evaluator and evaluatee. If a mutual agreement cannot be reached, the disagreement shall be adjudicated as in 8.6.4 above.

The staff member may add a written statement to the goals and objectives describing any mitigating circumstances identified after goals were initially developed.

8.7 Methods of Assessment *(See **Certificated Evaluation Program Handbook**)*

The evaluator may utilize, but is not limited to, the following methods of assessing performance:

8.7.1 Personal observations and conferences both formal and informal;

8.7.2 Review of pupil records;

8.7.3 Self-assessment by the staff member, Portfolios, Partner Performance Review;

8.7.4 Other appropriate pertinent data, personal judgments and information which relate to the identified objectives and standards.

8.8 Observations

8.8.1 Formal

When a formal observational visitation is used to obtain evaluation data on objectives, it shall be conducted in the following manner. Prior to the formal observational visitation, the evaluator shall meet with the evaluatee to determine:

8.8.1.1 The date and time of the visitation;

8.8.1.2 The specific activities that shall be observed;

- 8.8.1.3 The techniques that shall be used to relate the activities to the achievement of the staff member's objectives.

Within 10 workdays following a formal observational visitation, the evaluator shall complete a written report of the observation and shall meet with the evaluatee to discuss the observation. The written report shall include reference to the items listed in 8.6.2 above. The staff member shall be given a copy of the written report.

Any staff member who receives a written report identifying unsatisfactory performance shall be entitled to follow-up subsequent observations, conferences and written reports.

No fewer than two formal observations of at least 30 minutes each will be made during an evaluation cycle.

Formal observations shall be held no later than the end of the first full week in December and the end of the second full week in March.

All staff members will sign on the final page of their evaluation that they have received a copy.

8.8.2 Informal

- 8.8.2.1 The evaluator may use unscheduled and informal site visits and observations as an additional evaluation tool.

- 8.8.2.2 The evaluator may include observations noted in informal visitations in the summary evaluation.

- 8.8.2.3 Any concerns observed and noted informally, and anticipated to be included in the evaluation summary must be discussed with the staff member within ten working days. If the evaluator made any notes or written record of the informal observation, the staff member shall be given a copy no later than ten working days or at the next formal appraisal conference, whichever comes first.

8.9 Formal Evaluation Summary Meeting

8.9.1 Time

The final evaluation summary meeting shall be held no later than May 1.

8.9.2 Manner

The formal evaluation should be conducted in the following manner:

- 8.9.2.1 The evaluator shall establish a time to meet with the staff members.

- 8.9.2.2 The evaluator shall prepare the Certificated Employee Evaluation Summary for the staff member and will provide the staff member a copy at the meeting.
- 8.9.2.3 The staff member shall be encouraged to present his/her own independent appraisal for discussion and review in the formal evaluation.
- 8.9.2.4 The staff member will sign the report; however, signature only indicates reception, not necessarily agreement, with the evaluation. Within 15 working days, the staff member may attach a written rebuttal to the formal Evaluation if he/she desires.

8.10 Unsatisfactory Performance

If, prior to or upon completion of an evaluation, an employee's performance is deemed unsatisfactory, the employee will receive written notice of the unsatisfactory performance. The written notice shall include:

- 8.10.1 A written description of the performance deemed unsatisfactory.
- 8.10.2 Specific recommendations on how to improve.
- 8.10.3 Other assistance as appropriate and reasonable.

Any notice of unsatisfactory performance may include the requirement that the staff member shall, as deemed necessary by the evaluator, participate in a program designed to improve appropriate areas of the employee's performance. The duration of the program will be established by the evaluator in consultation with the evaluatee. The cost of this program will be covered by the County Superintendent's Office.

Participation in a recommended program extending past the employee's normal working day or involving attendance on weekends or holidays shall not be required but may be recommended. Refusal of an employee to comply with such recommendations shall not be used as indication of further performance deficiency.

When a permanent staff member has received an unsatisfactory evaluation, he/she shall be evaluated at least annually until a satisfactory evaluation is received or is no longer employed by the County Office of Education.

8.11 Development of Forms

Evaluation forms are developed by the Santa Cruz County Office of Education. The Office is obligated to review periodically, and revise as necessary, the evaluation instrument. The Office shall consult with the Association regarding the forms prior to implementation. Each employee will be provided a copy of the Certificated Evaluation Program Handbook.

- 8.12 Copies of the staff member's evaluation shall go to the person evaluated and to the staff member's personnel file. The evaluator may retain a copy of the evaluation.

8.13 Evaluation Timeline

*8.13.1	Staff member and evaluator(s) complete CERTIFICATED EMPLOYEE EVALUATION AGREEMENT	No later than November 15
*8.13.2	Evaluator(s) completes first formal observation	No later than end of first full week of December
8.13.3	Evaluation team completes first formal appraisal session to discuss written report of observation	Within 10 workdays of date of observation
*8.13.4	Evaluator(s) completes second formal	No later than end observation of second full week of March
8.13.5	Evaluation team completes second formal appraisal to discuss written report of observation	Within 10 workdays of date of observation
*8.13.6	Evaluator(s) completes CERTIFICATED EMPLOYEE EVALUATION SUMMARY and holds meeting to discuss SUMMARY with staff member	No later than May 1

*These dates shall be noted on the appropriate SCCOE department calendars.

ARTICLE 9

PERSONNEL FILES

- 9.1 Materials, which may serve as a basis for affecting an employee's status shall be in the individual's personnel file and will be available for inspection by the employee except that such material shall not include ratings, reports, or records that were:
- 9.1.1 Obtained prior to the employment of the employee;
 - 9.1.2 Prepared by identifiable examination committee members;
 - 9.1.3 Obtained in connection with a promotional examination.
- 9.2 The employee shall have the right to inspect such material in the personnel file, except that listed above, upon request by appointment, providing such request and the review to occur during periods other than scheduled contact time with students.
- 9.3 If information to be filed in an employee's personnel file is derogatory, the employee shall be notified within five (5) days before the filing and permitted to review the information and make written comment thereon. Such review may take place during the employee's working hours without loss of pay.
- 9.4 In the event that the employee exercises the option to make further written comment concerning the material proposed to be included in the file, the original documents shall be clearly marked "SEE ATTACHED COMMENT". The failure to comply with the requirement of this paragraph will not abrogate the right of the County Superintendent to take action affecting an employee's status.

ARTICLE 10

LEAVES

10.1 Sick Leave

- 10.1.1 Certificated personnel are allowed one (1) day per month sick leave annually, (10 months - 10 days, 12 months - 12 days). There is no limit to the number of sick leave days that may be accumulated. If a certificated person is employed late or on a part-time basis, the days are prorated.
- 10.1.2 An employee will receive full pay for those days of absence covered by accumulated sick leave. Except in cases of emergency, all employees shall give notice of the impending absence to their site supervisor, or the appropriate secretary, during the working day preceding the absence.
- 10.1.3 The employees must arrange for substitutes by contacting the substitute system and providing an anticipated duration and reason for the absence.
- 10.1.4 A sick leave day once commenced may not be reinstated as a working day.
- 10.1.5 No payment for sick leave shall be made until submission by the employee of the time sheet, signed by the employee and principal or immediate supervisor.
- 10.1.6 Upon advance notice to County Superintendent or his representative, a physician's written verification of the reason for absence due to illness or accident may be required prior to payment.
- 10.1.7 Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of any employee who has been absent from duty due to illness or accident.
- 10.1.8 When requested by the County Superintendent, an employee shall undergo a physical or mental examination by a doctor selected from a panel of doctors formed by the Superintendent in consultation with the Association, and any cost of such examination not covered by the existing health insurance plan shall be borne by the employee who shall be reimbursed by the County Superintendent upon presentation of the paid bill. The employee shall authorize the release of the results of the examination to the County Superintendent.
- 10.1.9 Any regular certificated employee who accepts a position requiring certification qualifications with the County Superintendent will be authorized to transfer all accumulated unused sick leave credit from the following California public entities: another school district; a County Superintendent of Schools; the State Department of Education; the office of the Chancellor of the California Community Colleges; or the Commission for Teacher Preparation and Licensing. Such prior employment must have been in excess of one (1) year.

To be eligible to transfer such leave, service with the County Superintendent must commence during the second year of employment with one of the above entities, or thereafter, while still so employed. Additionally, an employee will remain eligible to transfer such leave, if in the school year succeeding the termination of employment with one of the above entities, the employee either signifies acceptance of a position or commences employment with the County Superintendent.

- 10.1.10 When employment with the County Superintendent is severed, there will be no cash reimbursement for unused accumulated sick leave. If transferring to another public entity the County Superintendent will forward a report upon request of the employee. In the event that more sick leave is used than earned, the unearned portion will be deducted from the final warrant.

10.2 Extended Disability Leave

- 10.2.1 If a member of the unit is absent from duty on account of illness or accident, whether or not the absence arises out of or in the course of employment, after all current sick leave is exhausted, for a period of five (5) school months or less, the employee shall receive the difference between his/her pay and the amount paid the substitute to fill the employee's position, or if, after every reasonable effort, no substitute is employed, the established amount that would have been paid had a substitute been employed. During this five (5) school month period, an absent employee may exhaust any unused, accumulated sick leave so as to continue to receive full compensation.
- 10.2.2 For the purpose of this leave, the five (5) school month period shall not commence until following exhaustion of the unused portion of the current year's sick leave provided in paragraph 10.1 above.
- 10.2.3 This leave requires monthly certification by the employee's physician, on a form provided by the County Superintendent, that the employee is physically or mentally disabled and unable to perform his/her duties.
- 10.2.4 Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of an employee who has been absent from duty due to illness or accident.
- 10.2.5 When requested by the County Superintendent, an employee shall undergo a physical or mental examination by a doctor selected by the Superintendent, in consultation with the Association, and any cost for such examination not covered by the existing health insurance plan shall be borne by the employee who shall be reimbursed by the County Superintendent upon presentation of the paid bill. The employee shall authorize the doctor to release the results of the examination to the County Superintendent.

10.3 Maternity Disability Leave

- 10.3.1 This leave commences with the onset of disability due to pregnancy. The employee may claim sick leave pay and extended disability pay for no more than that limited period of time when the employee's physician or licensed mid-wife certifies, in writing, on the form provided by the County Superintendent, that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, recovery there from. In any event, this leave will not exceed those periods provided by paragraphs 10.1 or 10.2, above.
- 10.3.2 At least four (4) months prior to the expected birth of the child, the employee shall submit to the County Superintendent, a physician's or licensed mid-wife's statement noting the expected date of birth. An employee may continue to work until the onset of physical disability as verified in writing by the employee's physician or licensed mid-wife on a form provided by the County Superintendent.

10.4 Personal Necessity Leave

- 10.4.1 Certificated employees are allowed seven (7) days each school year for personal necessity leave. Such leave will be deducted from accrued sick leave. The days allowed may not exceed the number of days of illness or injury leave provided under paragraph 10.1 above, to which the employee is entitled.
- 10.4.2 Personal necessity shall not be available for the purpose of personal convenience or for activities which could take place outside of regular work day including absences for vacation, recreation, seeking employment, shopping, traveling and similar activities not of an emergency nature.
- 10.4.3 Whenever possible, unit members shall give three (3) working days advance notice before taking a personal necessity leave day.

10.5 Personal Business Leave

- 10.5.1 Certificated employees are permitted a maximum of two (2) days of Personal Necessity Leave each school year to conduct personal business. Such leave will be deducted from accrued sick leave and the number of personal necessity days outlined in 10.4.1 of this Agreement.
- 10.5.2 Personal business leave shall not be available for the purpose of personal convenience or for activities which could take place outside of regular work day including absences for vacation, recreation, seeking employment, shopping, traveling and similar activities not of an emergency nature.
- 10.5.3 The certificated employee will provide a minimum five (5) days written notice, if possible, to his/her supervising administrator of their intent to utilize this leave.
- 10.5.4 Prior to utilizing personal business leave; all certificated employees must make an effort to secure a substitute, if required, to cover their regularly assigned duties.

10.6 Industrial Accident or Industrial Illness Leave

Industrial accident or industrial illness leave is granted to an individual as a result of a job connected accident or illness and is in addition to regularly accrued sick leave.

10.6.1 Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.

10.6.2 Allowable industrial accident or industrial illness leave shall not be accumulative from year to year.

10.6.3 This leave will commence on the first day of absence.

10.6.4 Payment for wages lost on any day, when added to an award granted the employee under the Worker's Compensation laws of this State, shall not exceed the employee's actual wage if he/she were on the job.

10.6.5 This leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

10.6.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury occurred, for the same illness or injury.

10.6.7 Entitlement to this leave will be based upon finding that the disability has been due to industrial accident or illness. In case the findings do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the industrial accident or illness until this leave, if granted, has been exhausted.

10.7 Bereavement Leave

10.7.1 An employee is entitled to a leave of absence, with full pay, not to exceed five (5) days, in the event of the death of a spouse or significant other of an employee. In the event of a death of a member of the immediate family, other than the spouse or significant other, an employee is entitled to a leave of absence with full pay, not to exceed three (3) days or five (5) days when travel beyond a two hundred fifty (250) mile radius is necessary in connection with the bereavement leave.

10.7.2 Immediate family, as used in this paragraph, means the mother, father grandmother, grandfather, or the grandchild of the employee or of the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

10.7.3 "Significant Other" shall mean a person (of either sex) who [a] resides with and shares the common necessities of life with the employee; [b] is not married to anyone; [c] is not related by blood to the employee closer than would bar marriage in the State of California; [d] is mentally competent to consent to a contract; and [e] signs a declaration that he/she is the employee's sole significant other, meets all other requirements set forth above, and agrees to notify the SCCOE if there is a change in circumstances attested to.

10.7.4 In order for an employee to change the designation of his/her significant other, at least six (6) months must have passed since he/she has filed a statement of termination of the previous significant other relationship.

10.8 Jury Duty/Subpoenaed Witness Leave

10.8.1 A leave with pay shall be granted to employees called for jury duty in the manner provided by law.

10.8.2 An employee who receives a jury summons shall submit a copy of the summons to his/her supervisor.

10.8.3 At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the Leave of Absence Report.

10.8.4 Payment shall be made to the County Superintendent in the amount of the statutory fees that the employee has received for attendance as a juror, excluding the statutory mileage fees.

10.9 Sabbatical Leave

This leave is granted in accordance with County Board Policy 4152.1 Sabbatical Leave, as attached hereto. (Appendix B).

10.10 Uncompensated Leave

10.10.1 The County Superintendent may grant any member of the unit who has gained permanent status an unpaid leave of absence for a period not in excess of one school year.

10.10.2 The employee shall request such leave as soon as is practical but at least thirty (30) days prior to the date on which the leave is to begin. Such a request shall be in writing and shall include a statement as to the purpose of the leave and the dates the employee wishes to begin and end the leave. It is expressly understood that leaves commencing at the beginning of a school year, may be scheduled to end on, or around, the middle of the service year.

10.10.3 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 of the school year in which the leave is granted. An employee on this leave shall notify the County Superintendent prior to February 15, of the year during which the leave is being taken that the employee will return to duty the ensuing school year. Failure to comply with this requirement will constitute a resignation on the part of the employee effective at the close of the school year in which the employee is on leave.

10.10.4 There shall not be a diminution of employment status for those granted this leave except that while on this leave status, no person shall be entitled to compensation, including health benefits, neither shall they earn credit for a service year nor step increment on the certificated salary schedule.

10.11 Catastrophic Sick Leave

See Appendix E for an explanation of the Catastrophic Leave Bank including definition, eligibility, required contributions, withdrawals and administration.

10.12 Family Leave

- 10.12.1 Employees who qualify are entitled to use Family Medical Leave Act (FMLA) leave/California Family Rights Act (CFRA) leave for a maximum of twelve (12) weeks during a twelve (12) month period for the birth or adoption of a child, for the employee's own disability, or to care for a parent, spouse, or child with a serious health condition. ("Child" means biological, adopted or foster child, stepchild, a legal ward or a child of a person standing in "loco parentis" for an adult dependent child. "Parent" means a biological, foster, adoptive, stepparent, legal guardian or other person who stood in "loco parentis" to the employee when the employee was a child.)
- 10.12.2 FMLA leave will be available for qualifying employees to care for a family member who is an injured service member and is undergoing medical treatment, recuperation, or therapy, is an outpatient of a military medical facility or care unit, for a serious injury or illness incurred in the line of duty during active duty. The qualifying employee may be the spouse, son, daughter, parent or next of kin of the service member of the Armed Forces, National Guard or Reserves. This leave is for as much as twenty-six (26) weeks during a twelve (12) month period.
- 10.12.3 FMLA leave will be available for qualifying employees who are family members of active-duty National Guard and Reserves members for any qualifying exigency arising out of the fact that the family member is on active duty or called to active duty status in support of a contingency operation. This twelve (12) week leave in a twelve (12) month period may be taken for qualifying exigencies which include: Short- notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and additional activities not encompassed in other categories but agreed to by both the County Superintendent and/or designee and the employee.
- 10.12.4 To qualify, a certificated employee must have rendered one year of continuous service and have worked a minimum of 1250 hours in the twelve months immediately preceding the requested leave. For eligibility purposes, full-time ten (10) and eleven (11) month employees are deemed to meet the 1250 hour test
- 10.12.5 Granting of this leave allows the qualified employee to return to the same or an equivalent position as the one held at the start of the leave, and to maintain health insurance under the County Office of Education's policy during twelve weeks unpaid leave as long as the employee pays the employee's portion of the cost.
- 10.12.6 CFRA and/or FMLA leave taken for the birth, adoption, or foster care placement of a child must be completed within one year of the qualifying event. If both parents are eligible for CFRA leave and both are employed by the District, the leave will be limited to twelve (12) weeks between the two parents.

Employees are required to give thirty (30) days' notice in advance of the need to take this leave when the need is known in advance. When the need for leave is unforeseen, the employee must provide as much notice as is practicable.

10.12.7 CFRA and FMLA leave shall run concurrently, not consecutively.

10.12.8 CFRA and/or FMLA leave may be taken intermittently for medical treatment of the employee or employee's child, spouse, or parent. The employee must make a reasonable effort to schedule the treatment to avoid undue disruption to the County Office of Education's operations.

10.13 CFRA Maternity/Paternity Leave

10.13.1 As per CA Education Code section 44977.5, certificated employees are entitled to use up to twelve (12) weeks of sick leave for maternity or paternity leave under the California Family Rights Act (CFRA) as provided in Section 10.12 Family Leave.

10.13.2 After all available leave is exhausted, including all accumulated sick leave, eligible unit members are entitled to use extended disability or "differential leave" as described in Section 10.2 Extended Disability Leave for the remainder of the twelve (12) weeks.

10.13.3 Unit members eligible for CFRA leave may take up to twelve (12) work weeks leave, but if the member has previously exhausted sick leave and differential leave for Pregnancy Disability Leave (PDL) related to the same pregnancy or childbirth, the 12 work weeks or remaining leave will be unpaid. Health benefit coverage will continue during CFRA leave if the employee continues to pay the employee contribution on the set time line set forth by the Payroll/Benefit Department.

10.13.4 Pursuant to CA Education Code 44977.5, an eligible unit member will only be provided one twelve (12) work week period per maternity or paternity in which differential leave may be used. If the school year ends before this twelve (12) week period is exhausted, the employee may take the balance of the twelve (12) work weeks in the subsequent school year if the employee chooses to continue his or her maternity or paternity leave.

10.13.5 A unit member's twelve (12) work weeks of maternity or paternity leave under CFRA shall run concurrently with a unit member's entitlement to take the same leave under the Family Medical Leave Act (FMLA).

10.14 General Provision

Provisions of Sick Leave, Extended Disability Leave, Maternity Disability, Personal Necessity, Industrial Accident or Industrial Illness Leave, Bereavement Leave, Personal Business and Jury Duty/Subpoenaed Witness leaves shall not be construed to apply to any employee during any period when the employee would normally not be performing services for the County Superintendent.

ARTICLE 11

EMPLOYEE ASSIGNMENT AND TRANSFER

- 11.1 A Vacancy is any unfilled certificated position, including Head Teacher assignments. It means a position in which the employee is qualified to serve and which, is not filled by a permanent or probationary employee. It does not include a position temporarily vacated by a permanent or probationary employee, nor shall it be considered as a specific assignment within the position classification.
- 11.1.1 The Human Resources Office shall post all vacancies on the County Office of Education Website and the bulletin board at the main office of the County Superintendent. The HR Office will also give notice of vacancies to staff members by sending written notice to each certificated mailbox and by posting in the COE weekly staff bulletin.
- 11.1.2 If the vacancy occurs during a period other than the normal teaching year, employees may request that the Human Resources office mail notices to them of any such vacancy. The request must be written and accompanied with a stamped, self-addressed envelope.
- 11.1.3 No vacancy will be filled, by other than a qualified substitute, until the closing date for applications indicated on the notice has passed. All applicants for the position shall be informed in writing of the outcome of their application within ten (10) working days of the date when verification is received in writing by the Human Resources Office that the applicant offered the position has accepted the position so offered. If the determination is made not to fill the vacant position, applicants will also be so advised.
- 11.1.4 By January 15 of each year, the Human Resources Office shall survey current certificated employees to determine whether such staff members intend to return to the employ of the County Office of Education for the next school year. The survey shall provide an opportunity for staff members to indicate an assignment preference for the following year.
- 11.1.5 By February 10, staff members who wish to have their assignment preferences considered must return the survey to the Human Resources Office. This response will be the basis of a Vacancy and New Assignment Request List for the following year. The Human Resources Office will distribute the Vacancy and New Assignment Request List to department managers.
- 11.1.6 Certificated employees who have requested reassignment for the following year will receive notification from the Human Resources Office that such a request has been received and will be given full consideration in accordance with the basic assignment/transfer policy. Such notification will be provided to the employee within fifteen (15) working days of receipt of the request by the Human Resources Office. Each staff member applying for a vacancy shall be given an opportunity to be interviewed. The interview and the standards for assignment (and transfer) set forth in 11.2.1 below will be the basis for recommendation to fill the vacancy.

11.2 Assignment is the annual written notice of placement of a certificated employee in a specific program. An attempt will be made to notify employees of their specific school site as soon as possible. Standards for assignment (and transfer) have been negotiated with the Association and agreed upon. These standards, listed below, will be used in making assignments (or transfers).

11.2.1 In making assignments, it shall be the policy of the County Superintendent to assign personnel so that the needs of the child are best met.

11.2.1.1 An attempt will be made to match student instructional needs with the interest and commitment of certificated personnel in providing the required services for a particular assignment.

11.2.1.2 Staff members must possess the appropriate California license or credential authorizing service in the assignment.

11.2.1.3 Unique and/or special talents, skills and experience(s) and/or advanced or related degrees, training or course work may be required for a specific assignment.

11.2.1.4 Past and current evaluation, if current evaluation has been completed, appraisals, letters of recommendations, complaints and responses to complaints and incident reports as indications of professional ability, attitude, and competency are to be considered.

11.2.1.5 Length of past experience, related experience in the assignment, and seniority will be considered.

11.2.1.6 Impact on the continuity, cohesiveness, and stability of the program as it exists within a specific community will be considered.

11.2.2 Notice of assignment for classroom teachers will be made no later than twenty (20) days prior to the commencement of the teaching year. The notice shall further specify any special requirements of the placement. Staff members whose annual assignment is unlikely to be changed for the following school year shall be notified as soon as possible.

Designated Instruction staff/Itinerant staff shall provide input to the appropriate department Director regarding their assignment within the ten (10) days after commencement of the teaching year but no later than the first Job Alike meeting of the teaching year. A designated program(s) will be identified for Designated Instruction Services (DIS) and Itinerant staff within ten (10) days after commencement of the teaching year.

11.2.3 At any time within twenty (20) working days following commencement of the student year, assignments may be altered due to unanticipated enrollment patterns.

11.2.3.1 Written notice shall be given to the employee to affect such a change and will specify the reasons for the change.

11.2.3.2 If there is a reassignment, a maximum of five (5) workdays will be allowed for the purpose of preparation prior to the commencement of the new assignment. The staff member and appropriate administrator may agree to a shorter preparation period.

11.2.4 Thereafter, a current year assignment may only be terminated for the good of the educational program as determined by the County Superintendent. In such an event, the commencement of duties at a new assignment, which is not agreed to by the concerned employee, shall be subject to the provisions of Paragraph 11.3, below.

11.3 Transfer is any change in the annual assignment of a certificated employee, which has been made pursuant to 11.2, above.

11.3.1 Voluntary Transfer is a change in the final annual assignment within the current teaching year initiated by the employee.

11.3.1.1 Requests for transfers specifying the effective dates for which transfer is requested are to be submitted in writing directly to the appropriate division Assistant Superintendent, or the appropriate department Director. It shall specify one of the following:

11.3.1.1.1 The requested transfer is to fill a currently posted vacancy;

11.3.1.1.2 The employee is submitting a request for transfer whether or not a vacancy exists.

11.3.1.2 The request shall be acknowledged by the appropriate division Assistant Superintendent, within fifteen (15) working days of receipt of the request. The certificated employee may obtain information as to the status of the request by contacting the office of the appropriate division Assistant Superintendent, or the appropriate department Director.

11.3.1.3 An employee offered a transfer requested by that employee will accept the new placement. The request for transfer may be withdrawn if done prior to the offering of a new placement.

11.3.2 Involuntary Transfer is a change in annual assignment within the current teaching year directed by the appropriate division Assistant Superintendent, or the appropriate department Director, with the approval of the County Superintendent.

11.3.2.1 The general policy of the County Superintendent shall be to limit the involuntary transfer of staff members.

11.3.2.2 Unless circumstances exist that potentially endanger the welfare of students and require the immediate removal of the employee from his/her current assignment, the appropriate division Assistant Superintendent, or the appropriate department director, must seek volunteers prior to making an involuntary transfer.

- 11.3.2.3 Except for 11.3.2.2 above the only factors for an involuntary change in assignment shall be:
- 11.3.2.3.1 Fluctuation in the number of students causing an increase/decrease in staff;
 - 11.3.2.3.2 Change in class size requirements;
 - 11.3.2.3.3 To facilitate a change in location of the program to another site;
 - 11.3.2.3.4 To improve the educational program being offered the students, the administrator must specify how a specific change will be expected to aid the improvement of an educational program and shall notify the unit member of this in writing.
 - 11.3.2.3.5 An attempt to improve the teacher's effectiveness, as evidenced during the course of the school year or during the formal evaluation of the staff member. In addition, the evaluator must specify how a specific change will be expected to aid the improvement of the unit member's performance and shall notify the unit member of this in writing.
 - 11.3.2.3.6 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, administration will seek input from unit members prior to making an involuntary transfer.
 - 11.3.2.3.7 Other issues that may relate to the policy regarding assignments as set forth in 11.2.1 above.
- 11.3.2.4 If an involuntary transfer is made terminating a current assignment, a maximum of five (5) days following written notification will be allowed for the purpose of preparation prior to the commencement of the new assignment. The staff member and appropriate administrator may agree to a shorter preparation period.
- 11.3.2.5 Nothing precludes the responsible administrator from immediately suspending an employee from his/her assignment if, in the opinion of the administrator, the employee is engaging in conduct identified in Education Code Section 44932.
- 11.3.2.6 Seniority, for the purpose of assignment and transfer, shall be defined as the unit member's first date of paid certificated service under contract with the Santa Cruz County Office of Education.

ARTICLE 12

CLASS SIZE

After teaching assignments have been finally established, the average class size of special day classes or maximum class size for general education, as established by state law, may be exceeded on a permanent basis only following consultation with the teacher involved, if the teacher requests such consultation. In addition to the teacher and the Area Administrator, the consultation may include the case manager, if requested. It shall occur within ten (10) working days following its request.

ARTICLE 13

SHARED CONTRACTS

13.1 Basic Policy and Procedure

- 13.1.1 Contract sharing assignments shall be filled only by certificated staff members who have attained a permanent status.
- 13.1.2 All shared contracts will be on a 50/50 basis, each person being required to work at least fifty percent (50%) of the time.
- 13.1.3 Participants will be expected to formulate their yearly instructional plan before school begins in the fall. Both teachers may be requested to be on duty at the beginning of the school year. The required number of days of full-time duty prior to the beginning of each teacher's assignment shall be established by the appropriate administrator and the total working days shall not be greater than required of other teachers.
- 13.1.4 Participants will share attendance at required faculty meetings, parent conferences, and other activities required of full-time members.
- 13.1.5 Applicants must submit a written proposal for contract sharing to the appropriate administrator, listing the proposed work schedule, assignment, duties, general instruction program, and the advantages to the students. The determination as to whether a contract-sharing request will be approved shall be made by the County Superintendent or his designee.
- 13.1.6 Persons cannot be on shared contracts for more than two consecutive years without the review and the specific approval of the County Superintendent.

13.2 Salary

- 13.2.1 Participants will receive one-half the salary they would receive if they were working full-time.
- 13.2.2 Participants shall receive one-half year of service credit toward advancement on the salary schedule. Two one-half years shall constitute a full year of service credit.

13.3 Fringe Benefits

- 13.3.1 Regular full-time fringe benefits shall be provided for any period in which the employee renders full-time service. Optional benefits paid by the employee during the non-service period may be continued when permitted by the carrier contracts.
- 13.3.2 Should employees on shared contracts opt to work on a daily basis of one-half time, each such employee will pay one-half of the cost of fringe benefits.
- 13.3.3 In no case shall fringe benefits paid to two persons sharing a divided contract exceed one full-time fringe benefit.

13.3.4 Participants will contribute to the State Teachers Retirement System and will receive credit for one-half year of service towards retirement.

13.4 Leaves During Service Year

If a contract sharer leaves due to illness, etc., the remaining partner will be encouraged to take over the full-time teaching of the class. If the partner is unable to assume the full-time assignment, the County Superintendent will attempt to secure a half-time substitute. The County Superintendent shall have the decision making responsibilities in such cases.

13.5 Return to Full-Time Service

13.5.1 A request to return to full-time assignment must be submitted to the appropriate administrator and the Certificated Personnel Assistant on or before February 1, of the school year preceding the school year in which the full-time assignment will take effect.

13.5.2 If a contract sharer desires to go from half time to full-time status, the increase will depend upon the staffing needs of the County Superintendent. The transfer of any person shall adhere to the regular transfer and assignment policies as provided in Article 11.

13.5.3 If at the end of the shared contract service year, one teacher leaves, the other teacher will be required to return to full-time service, if no other teacher desires a half-time contract.

ARTICLE 14

RETIREMENT PROGRAMS

14.1 Participant Status

As a condition of participation in the programs below, (with exception of the Reduced Workload Option in 14.4), unit members will resign their position with the County Office of Education, terminating their certificated employment, and enter either CalPERS or CalSTRS service retirement status. In such a status, the retirant will cease to be a member of the Certificated Employee Unit and, will not have rights or responsibilities under the remaining provisions of this Agreement.

The Reduced Workload Program is a pre-retirement option and, as such, does not require an applicant's resignation. This pre-retirement program is open only to members of the California State Teachers Retirement System.

14.2 Retiree Health Benefits

Members of the Certificated Unit may retire and continue participation in the health benefit plans (medical, dental, vision) provided to current certificated employees listed in Appendix D under the conditions listed below. The effects of any change in these plans by the JPA will be negotiated upon request. Unit members hired on or after July 1, 2011, will have their retirement plans frozen at the maximum employer contribution at the time of employee's retirement.

14.2.1 The retirant must be at least fifty-five (55) years of age.

14.2.2 The retirant shall have been an active, full-time employee of the County Office of Education for a period of at least ten (10) consecutive years immediately prior to retirement, or .80 FTE employee of the County Office of Education for a period of at least fifteen (15) consecutive years immediately prior to retirement. The County Superintendent may waive the requirement of the ten (10) consecutive years as an active employee or full-time employment requirement for any applicant for this program.

14.2.3 The County Office of Education will pay one (1) year of the medical, dental and vision insurance premiums commensurate to the plan for active members as set forth in Appendix D for each two (2) years of active, full-time employment for the County Office of Education.

14.2.4 The premiums provided under this program will be paid by the County Office of Education for the maximum number of years as determined in 14.2.3 above, but in no event will premiums be paid after the retirant reaches the age of sixty-five (65).

14.3 Reduced Workload Program

The County Office of Education may allow certificated staff who are members of the California State Teachers Retirement System (CalSTRS), the ability to reduce their workload from full-time service to at least half-time (1/2) service. A staff member who is employed on a part-time basis under this program shall receive the same credit a staff member would receive if the staff member were employed on a full-time basis. In order to be a participant in this program, the following conditions must be met:

- 14.3.1 The staff member must have completed ten (10) years of full-time, or fifteen (15) years at .80 FTE of satisfactory certificated employment with the County Office of Education and must have reached an age of fifty-five (55) prior to the reduction in the workload.
- 14.3.2 The option of part-time employment must be exercised at the request of the staff member and can be revoked only with the mutual consent of the County Superintendent of Schools and the employee. Staff members selected for participation in this program must resign their full-time employment and shall be rehired as part-time employees at the agreed upon percentage level.
- 14.3.3 Application for participation in this program must be made to the County Superintendent of Schools no later than February 15, of the school year preceding the desired year of participation.
- 14.3.4 A staff member employed under this provision shall be paid a pro-rata share of the salary he/she would be earning if employed full-time. Both the County Office and staff member will continue to pay into the California State Teachers Retirement System (CalSTRS) the amount as if the staff member were employed full-time. The member will continue to receive the same health and welfare benefits provided to certificated staff members working full-time.
- 14.3.5 The minimum part-time employment under this program shall be the equivalent of one-half (1/2) the number of days of service required by the staff member's contract of employment during his/her final year of service in a full-time position.
- 14.3.6 Employees cannot participate in this program for more than five (5) years and cannot participate after the age sixty-five (65) unless they reach age sixty-five (65) during the school year whereupon they may complete that school year. At the end of the five (5) year part-time employment period, the staff member is required to submit a resignation from employment with the County Office of Education.
- 14.3.7 Employees participating in this option and providing satisfactory service during the term of the reduced workload maintain eligibility for retirement benefits as provided under section 14.3 of this Agreement.
- 14.3.8 No more than five percent (5%) of the certificated staff may become participants in this program during each school year.
- 14.3.9 Certificated staff who are members of the California Public Employee Retirement System (CalPers) are not eligible for the Reduced Workload Option.

14.4 Temporary Service Program

The County Office of Education may contract with unit members who have retired from the COE and elect to return to work to provide services to the COE. Any person retained to furnish such services shall meet the following requirements:

- 14.4.1 The participant shall have retirement status with either the California State Teachers Retirement System or Public Employee Retirement System.
- 14.4.2 The participant shall be appropriately trained, experienced, credentialed, and competent to render services which may include: mentorship, long-term substitute, consultation, program start-up, IEP development, as well as any other needs which cannot be met within the current system.
- 14.4.3 The participating member shall be paid their hourly rate in effect at the time of their retirement.

ARTICLE 15

ASSOCIATION RIGHTS

- 15.1 The Association shall be allowed the use of County Superintendent facilities for necessary meetings when not otherwise in use. All policies and procedures regulating the use of facilities shall be followed.
- 15.2 The Association may utilize school equipment, not otherwise in use, which is normally available to staff within the employees' work areas. Association shall supply all consumable materials used and shall reimburse the County Superintendent for any repairs or damage to the equipment used.
- 15.3 The Association shall have a mail slot at the County Superintendent's main office and shall have the right to post notices of activities and matters of Association concern on bulletin boards. Bulletin boards purchased by the Association may be placed in each school building. Size and location of bulletin boards shall be as approved by the Site Supervisor.
- 15.4 The Association may use the County Superintendent interschool mail for communication to unit members.
- 15.5 Representatives of the Association shall be permitted to transact Association business on school property during non-instructional time and not in the presence of students and in conformance with the regulations of the County Superintendent.
- 15.6 The Association will be provided a roster of the names and addresses of the staff who are members of the certificated unit during the first week of October and the first week of February of each school year. All new unit members shall be requested to complete a personal information notice for the Association at the time of initial hire.
- 15.7 A representative from the Association shall have a total of six (6) days of paid leave to attend meetings of the Santa Cruz County Medical Group Joint Powers Authority. It is anticipated that there will be twelve (12) meetings per year of one-half (1/2) day duration. The representative will be responsible for sharing pertinent information with Association members; however, this is not meant to alter the responsibility of the Superintendent to notify all certificated employees of necessary health and welfare benefit information and changes.

ARTICLE 16

PROCEDURES FOR GRIEVANCES

16.1 Definitions

16.1.1 A "grievance" is an allegation by a grievant that he/she has been directly affected by a misinterpretation, misapplication or violation of the specific provisions of this Agreement.

16.1.2 A "grievant" is an employee covered by the terms of this Agreement with an alleged grievance.

16.1.3 A "day" is defined to mean a day the office of the County Superintendent is open and conducting business.

16.2 Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. The grievant must initiate this informal process within ten (10) days after the grievant knew, or by reasonable diligence would have known, of the act or omission giving rise to the grievance. Failure to file a formal grievance within the specified time limits shall be deemed an acceptance of the decision at the informal level.

16.3 Formal Level

16.3.1 Step I

16.3.1.1 Within ten (10) days after the exhaustion of the process at the informal level, the grievant must present his/her grievance in writing on the form prescribed by the County Superintendent or his/her immediate supervisor. (Appendix F)

16.3.1.2 This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly violated, the circumstances involved, the decision rendered at informal conference, and the specific remedy sought.

16.3.1.3 The immediate supervisor shall communicate his/her decision in writing within ten (10) days after receiving the grievance. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

16.3.2 Step II

16.3.2.1 In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the form prescribed by the County Superintendent to the Administrator in charge of the employee's educational program, within ten (10) days after receiving a decision from Step 1.

- 16.3.2.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for appeal.
- 16.3.2.3 The Administrator shall communicate his decision, in writing, to the grievant within ten (10) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified limits shall be deemed an acceptance of the decision.
- 16.3.2.4 In the event that the grievant's immediate supervisor is the administrator in charge of the employee's educational program, Step II is to be bypassed and the grievant may immediately proceed to Step III below.

16.3.3 Step III

- 16.3.3.1 In the event the grievant is not satisfied with the decision at Step II, the grievant may appeal the decision on the form prescribed by County Superintendent to the Assistant Superintendent having responsibility for the overall management of the employee's educational program within ten (10) days after receiving a decision from Step II.
- 16.3.3.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for appeal.
- 16.3.3.3 The Assistant Superintendent shall communicate his decision, in writing, to the grievant within ten (10) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified limits shall be deemed an acceptance of the decision.

16.3.4 Step IV

- 16.3.4.1 In the event the grievant is not satisfied with the decision at Step III, the grievant may make written appeal of the decision to the County Superintendent within ten (10) days after receiving a decision from Step III. The appeal shall take the form of a request calling for the convening of an informal fact finding committee (hereinafter "committee") and shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- 16.3.4.2 The committee shall be composed of one person of the employee's choice, one person of the County Superintendent's choice, and one person chosen by these two selected members.
- 16.3.4.3 The selection process shall be completed by both parties within ten (10) days following the appeals receipt by the County Superintendent.
- 16.3.4.4 The expenses attendant to the selection of committee members and the payment of any and all fees charged by the committee members shall be borne and paid by the appointing party.

16.3.4.5 The committee, within ten (10) days of its formation, shall meet and consider the original grievance, the decisions rendered, and the statement of the reasons for the appeal. Based solely upon the issues raised in the written record, the committee shall reach a majority position as to the facts of a grievance and recommend terms of settlement. Such recommendations, which shall be advisory only, shall be submitted in writing to the County Superintendent and to the grievant.

16.3.4.6 The committee shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit their recommended settlement to the application and interpretation of this Agreement's provisions.

16.3.4.7 Within ten (10) days following the receipt of the committee report, the County Superintendent shall review the report, the written record and render a final and binding decision on the grievance.

16.4 Miscellaneous

16.4.1 Response: If the County Superintendent or his designee fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

16.4.2 Conference: Grievants shall have the right to a conference, upon request, at each level.

16.4.3 Records: All records of the proceedings shall be retained by the Personnel Department in a separate secured grievance file.

16.4.4 Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

16.4.5 Representation: Each party may be represented by a conferee at each formal stage of the grievance procedure.

16.4.6 Pay: A grievant required to absent himself/herself by reason of these grievance procedures to appear at a conference with the County Superintendent shall not suffer any loss of pay. A grievant required to be absent from duty for the purpose of gathering information, interviewing witnesses or preparing a presentation shall not suffer any loss of pay. All first through fourth step grievance processing at the formal level, including any or all conferences, shall only occur during periods other than scheduled contact time with students.

16.4.7 Time Limitations: Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

16.4.8 Forms: Forms for filing and processing grievance shall be prepared by the administration with the cost being borne by the County Superintendent of Schools.

16.4.9 A Grievance Without Intervention: An employee may present and have resolved a grievance without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the County Superintendent shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed solution and has been given the opportunity to file a response.

ARTICLE 17

SAFETY

17.1 Specialized Health Care Procedures

- 17.1.1 Certificated bargaining unit members who are classroom teachers, DIS, or Resource Specialists shall not be required to perform specialized medical procedures (including, but not limited to gastrostomy tube feeding, catheterization, injections, suction, intravenous feeding, and drainage).
- 17.1.2 Classroom teachers, DIS, or Resource Specialists shall only dispense or administer oral medication with written authorization and permission and prior training.
- 17.1.3 Certificated bargaining unit members with students requiring specialized medical procedures shall have responsibility for monitoring whether or not such procedures are medically prescribed and are provided as scheduled, whether the individual who is performing the procedures is qualified to do so (e.g. has received training for the procedure), and whether the same individual is prepared to perform duties related to the procedure as assigned by administration. Accordingly, all certificated bargaining unit members with students requiring specialized medical procedures shall receive and participate in sufficient training to provide the oversight described above and assistance in an emergency.
- 17.1.4 The Santa Cruz County Office of Education will represent any bargaining unit member for claims or actions against the employee for an injury or death arising out of an act or omission associated with authorized dispensing or administration of medication.

ARTICLE 18

COMMITMENT TO AGREEMENT

- 18.1 It is the intent of the parties that during the term of this Agreement the members of the Unit shall faithfully and diligently perform all of the duties normally associated with their positions.
- 18.2 In the event that members of the Unit take any steps in violation of the provisions of this Article, Association shall make every effort to prevent such activities and to induce the employees to comply with the terms of this Agreement.
- 18.3 In the event of violation of this Article, the County Superintendent may terminate any right granted by this Agreement or by other provisions.

ARTICLE 19
STATUTORY CHANGES

- 19.1 Improvements in benefits which are mandated by statutory revisions or additions in California or federal laws shall be incorporated into this Agreement.
- 19.2 Changes in benefits, which are permissive as a result of statutory revisions, or additions in California or federal laws shall be negotiated as soon as possible within 30 days.

ARTICLE 20

COMPLETION OF AGREEMENT

- 20.1 This document comprises the entire Agreement between the County Superintendent and the Association on the matters within the lawful scope of negotiations.
- 20.2 The provisions of this Agreement shall supersede any rules, regulations, practices or provisions of earlier negotiated agreements, which may be contrary or inconsistent with its terms.
- 20.3 No later than February 15 of the calendar year in which this Agreement expires, the Association shall notify the Superintendent of its intention to bargain a successor Agreement.
- 20.4 No later than the end of February prior to any school year for which contract changes are being proposed (including a year in which this Contract expires), the parties will submit their initial proposals to each other. In the case of a modification to an ongoing contract, either party may seek modification of Article 6 (Compensation) plus proposals or changes/additions of no more than two (2) current or additional Articles. Additional proposals or changes/additions may be proposed by mutual consent of the Association and the County Superintendent.
- 20.5 Notwithstanding paragraph 20.4, if negotiations of an earlier contract have not concluded by May 30th, the parties shall submit their initial proposals by September 30th or thirty (30) days after ratification of the earlier contract, whichever is later.
- 20.6 The County Superintendent shall present such proposals at the first Board Meeting that occurs ten (10) or more days after submission of the proposals and shall hold a public hearing at the next Board Meeting thereafter.
- 20.7 The parties shall meet and negotiate in good faith on negotiable items on a successor Agreement beginning no later than thirty (30) days following the "sunshining" of the proposals, as described in paragraph 20.6.

Within thirty (30) days of ratification of the Agreement by both parties herein, the Superintendent shall have the appropriate number of copies prepared and made available to Association unit members.

- 20.8 By written mutual consent of the parties to this Agreement, any provisions of this Agreement may be renegotiated at any time.

ARTICLE 21

SAVINGS

If any provision of this Agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such judgment or decision, but all other provisions or applications shall continue in full force and effect. Upon written request of the parties hereto, negotiations will be reopened for the purpose of considering a substitute provision.

IN WITNESS WHEREOF, THIS AGREEMENT has been duly ratified and accepted on the dates below, as indicated by its execution by the duly authorized representative of each party hereto.

Date _____

Date _____

Elizabeth Burnham-Grau, President
SCCEA/CTA/NEA

Michael C. Watkins
Santa Cruz County Superintendent of Schools

APPENDIX A-1

RESPONSIBILITY FACTOR

CASE MANAGEMENT

Case Management role and duties shall be defined as follows:

As case managers staff shall (1) coordinate and monitor all aspects of the IEP process, (2) provide liaison to the school districts regarding student placement and/or services and other agencies e.g. SELPA, CPS, CCS, SARB, SARC, Mental Health, (3) provide consultation to school districts and agencies regarding referral process and (4) provide in-service training to districts, other agencies, and group homes and care providers on identifying and treating students with special needs.

1. IEP PROCESS - Case managers are responsible for:
 - A. Monitoring and reviewing the IEP meeting schedule.
 - B. Identifying people to be notified and invited to the meetings.
 - C. Notifying area administrators of any needed changes.
 - D. Coordinating the assessment team for triennial assessments.
 - E. Facilitating and recording results of meetings as the administrative designee in the absence of or at the request of the administrator.
 - F. Securing all reports and forms from other professionals and parents.
 - G. Follow-up to be sure all services on the IEP are provided and goals and objectives pursued. Complete referrals for additional services as required.
 - H. Confirming through phone calls IEP status and requesting records from previous schools on transfer of students.
 - I. Facilitating the administrative placement process based on IEP from previous placement.
 - J. Consulting with group home parents, foster parents, parents, social workers, probation officers, etc. on most appropriate least restrictive educational placement for student prior to special education placement or changes in special education.
 - K. Facilitating the transfer of students from multi-graded schools to necessary district programs.
 - L. Arrange for and/or attend pre-enrollment meetings for child prior to entry in a particular program.
 - M. Coordinate regular informal reviews of SED student's programs at weekly staffings.

2. LIAISON TO SCHOOL DISTRICT RE: STUDENT PLACEMENT - the case managers are responsible for:
 - A. Responding to referrals or possible referrals by observing student in her/his current classroom or home and making recommendations to district personnel.
 - B. Making recommendations to COE administrator regarding most appropriate COE placement.
 - C. Contracting the appropriate school district personnel in the case of a COE referral to the school district or for mainstreaming of a COE student.
 - D. Attend district IEP's involving possible placement of students in COE programs and provide information regarding COE programs to members of the IEP team.
 - E. Set up and attend transition/registration meetings for special education students transferring from COE to district programs.
3. LIAISON TO OTHER AGENCIES, e.g. SELPA, SARB, CPS, SARC, Mental Health, Social Services, Public Health, Probation, Vocational Rehabilitation, etc. the case manager is responsible for:
 - A. Receive and respond to inquiries about students.
 - B. Coordinate with SARC workers regarding mutual students including sometimes attending IEP meetings upon request.
 - C. Coordinate the transition plan for older students with SARC and the Skill Center or Voc Rehab.
 - D. Make referrals to CPS in cases of abuse or suspected abuse beyond the usual legal requirement of reporting.
 - E. Assist CPS workers in investigating and sometimes mitigating abuse cases.
 - F. Provide recommendations to probation officers upon request and may include representing COE in juvenile court.
 - G. Process referrals to Mental Health in the case of Seriously Emotionally Disturbed students.
 - H. Coordinate the 3632 IEP process with Mental Health for voluntary out-of-home placements.
 - I. In the case of LCI students facilitate communications between Santa Cruz County agencies, i.e., Mental Health and Probation and agencies from county of origin to provide the most appropriate service.
 - J. Coordinate/consult with SELPA Program Specialists on low incident needs of pupils and facilitate transfer of students between programs or the need for one-to-one aide.

4. CONSULTATION AND IN-SERVICE TO DISTRICTS, agencies and group homes, the case manager:
- A. Provides consultation to school districts regarding the referral process and in-service training to identify students with exceptional needs - especially SED students.
 - B. Provides upon request in-service training to agencies regarding effective classroom and home coordinated treatment for students with exceptional needs especially in cases where a well-coordinated behavioral plan is needed.
 - C. Provides consultation and in-service training to group home staff for consistency in behavior management and awareness of special education procedures and legal mandates for service.
 - D. Consults/coordinates in-service to multi's staff on legal mandates and how to access various services for pupils from the SELPA.

APPENDIX A-2

RESPONSIBILITY FACTOR

HEAD TEACHER

1. Head Teacher role and duties shall be defined as follows:
 - A. Explain assigned programs to students, parents, staff, district, the community and other interested persons.
 - B. Monitor facility and equipment regularly and conduct appropriate follow-up.
 - C. Confer with administrator on a regularly scheduled basis.
 - D. Conduct open house activities.
 - E. Recommend equipment and services needed by operational programs.
 - F. Participate in the interviews of prospective certificated, classified, and volunteer personnel.
 - G. Serve as "contact person" on the program site.
 - H. Act as host or hostess for the site program and request all visitors to sign the visitor's register.
 - I. Act as responsible certificated staff member in all emergencies when the administrator is not available.
 - J. Identify potential or emerging problems - conduct appropriate follow-up with Area Administrator.
 - K. Maintain a strong liaison between site staff and administration.
 - L. As needed, seek clarification of roles and responsibilities of administrators, head teachers, support staff and site staff.
 - M. Conduct activities that promote established program goals and objectives.
 - N. Report assigned program activities to the administrator as directed.
 - O. Transmit to the business office of the County Office of Education any monies, time slips and forms collected at the site, including donations.
 - P. Maintain standards for staff and pupil behavior at the school site.
 - Q. Conduct orientation with new teachers and review content of staff handbook.
 - R. Encourage and maintain a functional and attractive site environment.

- S. Enlist parent and volunteer involvement in helping children, participation in parent education activities and school functions.
- T. Perform basic attendance accounting activities of teachers and aides.
- U. Be responsible for personnel time management system (time sheet).
- V. Act as chairperson for site or program parent meetings and program staff meetings, unless otherwise designated.
- W. Report accidents (of students and staff) and emergencies to administrator.
- X. Serve on Emergency Preparedness Committee, and take a leadership role in site preparation and compliance with Education Code regarding emergency drills.
- Y. Keep staff informed of new administrative directives and/or review existing directives.

APPENDIX B

SABBATICAL LEAVE

1.0 Objectives of Sabbatical Leave

- 1.1 Sabbatical leave is a leave of absence granted to certificated employees for a period not to exceed one (1) year for the purpose of permitting study or travel which will benefit the pupils in schools and classes maintained by either Superintendent of Schools or the school districts of Santa Cruz County.

2.0 Extent and Distribution of Leaves

- 2.1 Not more than one year of sabbatical leave shall be granted to certificated employees of the Santa Cruz County Office of Education in any one year.
- 2.2 Not more than one such leave shall be granted to an employee for each seven-year period of service.
- 2.3 Sabbatical leaves shall be granted to or shared by one or more certificated employees on an alternating basis beginning with the 1974-75 year. The option for 1974-75 is granted to certificated person who is in a teaching position.

In the event the option is not exercised in any given year, the non-scheduled certified class of employees may apply. Such unscheduled use of the annual option shall not interrupt the year-to-year authorization as established in the 1974-75 year.

3.0 Sabbatical Leave Requirements

- 3.1 Sabbatical leaves must be preceded by at least seven consecutive years of certificated service, all of which shall have been served while employed by the Santa Cruz County Office of Education.
- 3.2 Sabbatical Leaves for Study
 - 3.2.1 An employee on sabbatical leave for formal study shall complete at least 18 semester or 21 quarter units of upper division or graduate work during the sabbatical year. These courses shall be exclusive of correspondence courses.
 - 3.2.2 Previous to each leave, the course of study must be submitted and approved by the Superintendent. A special project or research problem may be substituted for unit requirements if approved in advance by the Superintendent.
 - 3.2.3 Evidence of the completion of the approved course of study shall be submitted to the Superintendent.

3.3 Sabbatical Leaves for Travel

- 3.3.1 Employees on sabbatical leave for travel shall remain in travel status at least 60% of the period of leave granted. Travel status may include residence in another state or a foreign country as well as following an itinerary of specified travel.
- 3.3.2 An application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objectives of travel.
- 3.3.3 Upon completion of the leave, and within sixty (60) days of the employee's return to duty, an itinerary and a written report shall be submitted to the Superintendent.

4.0 Application for Sabbatical Leave

- 4.1 Application for the sabbatical leave shall be submitted to the Superintendent after July 1, and not later than January 15, preceding the school year for which the leave is requested.
- 4.2 A sabbatical leave committee shall be appointed by the Superintendent to serve for a period of 3 years. This committee shall consist of 5 members, 2 of who shall be teachers and 3 of whom shall be program managers employed by the County Superintendent of Schools, including the manager of the employee whose application for sabbatical leave is being reviewed.
- 4.3 The sabbatical leave committee shall have the authority to interview the applicant and to request further explanation of his sabbatical leave plans. The committee shall make its recommendations on the application to the Superintendent. The Superintendent may reject or approve the application. The Superintendent shall notify the applicant within forty (40) days after receiving the committee's recommendation whether the leave will be granted.

5.0 Compensation While on Sabbatical Leave

- 5.1 Compensation while on sabbatical leave shall be fifty percent of the salary the employee would have received had he been employed in his regular position.
- 5.2 Compensation shall be paid the employee while on leave of absence in the same manner as if the employee were employed by the County Schools Department, upon the furnishing by the employee of a suitable bond indemnifying the County Superintendent against loss in the event that the employee fails to render at least two year's service in the employ of the County Superintendent following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render two years' service is caused by the death physical or mental disability of the employee.

For leaves of less than one year authorized and taken, the employee shall render a period of service in the employ of the County Superintendent of Schools following his return from leave of absence, which is equal to twice the period of the leave.

- 5.3 The County Superintendent shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of an employee of the County Superintendent employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence.

6.0 Other Compensation

Sabbatical leave will not be granted in order that an employee may accept another position for which he receives compensation. It is recognized, however, that employees on sabbatical leave may be employed for limited periods of time as consultants or to work in other jobs for a limited period of time for the purpose of gaining experience in fields related to their professional responsibilities as an employee of the County Superintendent of Schools. In every case where an employee plans to receive compensation for other work while on sabbatical leave, the nature of the work, the time involved, and the amount of compensation expected to be received shall be indicated within the application for such leave, described in paragraph 4 above.

Should an opportunity for other employment become available after commencement of the leave, the employee shall request approval of the County Superintendent for modification of the sabbatical leave contract prior to accepting such other employment.

The written report of the sabbatical leave required by 3.2.3 and 3.3.3 above shall include a description of any work actually performed, the amount of time spent and the compensation received.

7.0 Fringe Benefits

Unless otherwise specifically excluded in this policy, employees on sabbatical leave shall receive all fringe benefits accorded other employees of the office serving in similar positions.

8.0 Effect of Sabbatical Leave on Salary Increments

Such leave shall be counted as a year of service and experience on the salary schedule. Credit for units taken on sabbatical leave shall be counted as additional training units for advance in classification on the salary schedule.

9.0 Return to Service

At the expiration of the leave of absence, the employee shall be assigned, unless he otherwise agrees, be assigned to the same position previously held.

10.0 Priorities in Selection for Sabbatical Leave

10.1.1 Value of the leave to the schools and pupils of the County.

10.1.2 Length of service for the Santa Cruz County Office of Education.

10.1.3 Distribution of sabbatical leaves among the various subdivisions of the Office of Education.

APPENDIX C

ASSIGNMENT STATEMENT

For the County Superintendent of Schools, the most essential factor in making annual assignments is that which is best for the educational program and the students served by it. Some combination of the following factors will also be considered:

- 1.0 Student instructional needs are to be matched with the ability and competence of staff members so as to provide effective service in an assignment.
- 2.0 Staff members must have on file with the County Superintendent of Schools, a valid California license or credential authorizing service in an assignment.
- 3.0 Particular positions may have specified unique or special requirements that individual staff members must possess in order to be considered for assignment.
- 4.0 Past evaluations, which are overall appraisals of the staff member's effectiveness, are to be considered when making an assignment.
- 5.0 Professional attitude, which includes such factors as involvement with fellow staff members, desire to improve the instructional program and personal growth in the performance of credentialed service, will be considered when making an assignment.
- 6.0 Length of past experience in the assignment area or related service may be considered when making an assignment.
- 7.0 General work history in the County Office may be considered when making an assignment.
- 8.0 Work history or other experience gained outside of the County Office may be considered when making an assignment.
- 9.0 The ability to provide services in addition to those required by the basic position description may be considered when making an assignment.
- 10.0 The primary or minor fields of academic study of individual staff members may be considered when making an assignment.

APPENDIX D

2015-2016

MAXIMUM EMPLOYER CONTRIBUTION FOR SCCEA HEALTH AND WELFARE BENEFITS

For the 2015-2016 and 2016-17 years, October 1, 2015 through September 30, 2016, the employer shall contribute an amount equal to fund the health plans listed below:

<u>Health Plans</u>	<u>Maximum Monthly Employer Contribution</u>
Anthem Blue Cross Premier 20 HMO	\$1,448.02 ¹
Delta Dental Service; maximum coverage of two Thousand (\$2000) per year per eligible person ²	\$113.01
Vision Service Plan, Plan C (enhanced)	\$20.81
\$25,000 Employee Level Term Life Insurance	\$3.75
Long-Term Disability	The Standard Salary Schedule – (Employer Paid)

Option: Employee may buy up to either of the Anthem Blue Cross PPO Plans. Employer will offer an IRS 125 Plan for premium payments. Employee may also select one of the current lower cost Anthem Blue Cross HMO plans provided by Self Insured Schools of California (SISC).

¹ Employee contribution varies according to plan chosen by employee.

² If provider is a PPO dentist, maximum coverage is two thousand two hundred dollars (\$2,200) per year, per eligible person.

APPENDIX E

CATASTROPHIC LEAVE BANK

1. CREATION

- 1.1 The County Superintendent of Schools and the Association agree to form a Catastrophic Leave Bank. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 2 below.
- 1.2 Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 1.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 1.4 The Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the Association, hereinafter referred to as the Committee.

2. ELIGIBILITY AND CONTRIBUTIONS

- 2.1 All Unit Members on active duty with the Santa Cruz County Office of Education are eligible to contribute to the Catastrophic Leave Bank.
- 2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 2.3 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of 30 duty days after joining the Bank before becoming eligible to withdraw from the Bank.
- 2.4 The contribution shall be made on the "Certification Catastrophic Leave Bank Contribution Form" through the Personnel Office, and will be authorized by the Unit Member. The contribution is irrevocable.
- 2.5 Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment unless contribution for that year is not required. Cancellation will be submitted on the "Certificated Catastrophic Leave Bank Cancellation Form", and may be effected at any time through the Personnel Office, and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the Unit member effects cancellation.
- 2.6 Initial contributions shall be made within thirty (30) days of a request by SCCEA to implement the Catastrophic Leave Bank. All subsequent contributions shall be made between September 1 and October 1 of each school year. All new unit members will be asked by SCCEA to contribute within thirty (30) calendar days of beginning work. The Santa Cruz County Office of Education shall supply enrollment forms for the Catastrophic Leave Bank to all unit members.

- 2.7 The annual rate of contribution by each participating Unit member for each school year shall be one (1) day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code 44043.5. Members may choose to contribute more days.
- 2.7.1 An additional day of contribution will be requested of participants if the number of days in Bank falls below ten (10). Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank.
- 2.7.2 If the number of days in the bank at the beginning of a school year exceeds twenty-five (25), no contribution shall be required of returning Unit members. Those Unit members joining the Catastrophic Leave Bank for the first time and those returning from catastrophic leave, shall be required to contribute one day to the Bank.
- 2.8 Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

3. WITHDRAWAL FROM THE BANK

- 3.1 Catastrophic Leave Bank Participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the Unit member for over ten (10) consecutive days or incapacitates a member of the unit member's family for over ten (10) consecutive days which requires the unit member to take time off work to care for that family member, and taking extended time off work creates a financial hardship because he/she has exhausted all of his/her paid time off. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive days. Thus, a participant who used the Bank, after exhaustion of sick leave, for 25 days to care for his wife who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.
- 3.2 Participants must use all sick leave (but, not differential leave) as defined in Article 10, Paragraph 10.2, available to them before eligible for a withdrawal from the Bank.
- 3.3 Participants who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The County Superintendent shall pay the Participant full differential pay and the Bank shall be charged one-half (1/2) day.
- 3.4 The first ten (10) consecutive days of illness or disability must be covered by the Participant's own sick leave, differential leave, or leave without pay the first time said Participant qualifies for a withdrawal draw from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) consecutive days of illness must be covered by the Participant's own sick leave, differential leave, or leave without pay.

- 3.5 If a Participant is incapacitated, applications may be submitted to the Committee by the Participant's agent or member of the Participant's family.
- 3.6 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than ten (10) days to be used within two (2) calendar months. Participants may submit requests to the Committee for extensions of withdrawals as their prior grants expire. A Participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months. Any days approved but not used by the employee shall be returned to the Catastrophic Leave Bank.
- 3.7 Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A Participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.
- 3.8 If a participant has drawn ten (10) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the Participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the Participant's continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The Participant may appeal any termination under the procedures outlined in Section 3.13 below.
- 3.9 Leave from the Bank may not be used for illness or disability which qualify the Participant for Worker's Compensation benefits unless the Participant has exhausted all Worker's Compensation leave, his/her own sick leave, and provided further that the Member signs over any Worker's Compensation checks for temporary benefits to the County Superintendent. If there are any Worker's Compensation checks signed over to the Santa Cruz County Office of Education (SCCOE), the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that Participant. If the District challenges the Worker's Compensation claim, the Participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the County Superintendent.
- 3.10 When the Committee may reasonably presume that the Applicant for a draw may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify for further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the Participant's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the Applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

- 3.11 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the County Superintendent is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participants, in writing, of the reason for the denial.
- 3.12 Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Section 2.3 and 3.4, whichever is greater. For example, if a Participant contributed when first eligible to contribute (Section 2.3) and had ten (10) days of accumulated sick leave when the illness began (Section 3.4), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the Participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the Participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
- 3.13 Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days of the hearing. If the Participant's incapacitation does not allow participation in this appeal process, the Participant's agent or member of the family may process the appeal.

4. ADMINISTRATION OF THE BANK

- 4.1 The Catastrophic Leave Bank Committee shall have the responsibility of developing forms, maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants, to the County Superintendent, Personnel Department and Business Department.
- 4.2 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- 4.3 Applications shall be reviewed and decisions of the Committee reported to the Applicant, in writing, within ten (10) duty days of receipt of the application.
- 4.4 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- 4.5 By December 5, of each school year, following the year of initial implementation of Catastrophic Leave Bank, the County Superintendent and Business Department shall notify the Committee of the following:
 - 4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.

- 4.5.2 The number of days contributed by Unit Members for the current year.
- 4.5.3 The names of participating Unit members.
- 4.5.4 The total number of days available in the Bank.
- 4.6 Any dispute between the Committee and the County Superintendent as to the accounting of Catastrophic Leave Bank days shall be processed through the grievance procedure as per Article 16.
- 4.7 If the number of certificated staff of the Santa Cruz County Office of Education increases or decreases appreciably, the number of days can be adjusted to reflect proportionately the needs of the staff.
- 4.8 SCCEA will be responsible for adherence to all timelines given above. Timelines will be in effect upon request of SCCEA to implement the Catastrophic Leave Bank.

APPENDIX F

GRIEVANCE FORM

FORMAL LEVEL - STEP 1

A "grievance" is an allegation by a grievant that he/she has been directly and adversely affected by a misinterpretation, misapplication, or violation of a specific provision of the existing collective negotiating agreement entered under the authority of Government Code Section 3540.1(h).

Date alleged grievance occurred _____

Grievant's Name _____

Grievant's Assignment & Program _____

Grievant's Immediate Supervisor _____

Date of Informal Conference with Immediate Supervisor _____

1. Please indicate the specific provision of the existing agreement alleged to have been misinterpreted, misapplied or violated.

2. Please state how this alleged action has directly and adversely affected you and the circumstances involved. (CONTINUE STATEMENT ON A SEPARATE SHEET OF PAPER IF NECESSARY)

3. Please state the decision rendered at the informal conference.

4. Please state the specific remedy you are seeking.

Date: _____ Signature of Grievant: _____

Date: _____ Signature of Immediate Supervisor: _____

Distribution: 1. Supervisor 2. Associate Superintendent/Student and Personnel
3. Grievant 4. Grievant's Representative

APPENDIX G

SANTA CRUZ COUNTY OFFICE OF EDUCATION

PEER ASSISTANCE AND REVIEW PROGRAM

The Santa Cruz County Office of Education (SCCOE) and the Santa Cruz County Education Association (SCCEA) are continuously striving to provide the highest possible quality education for students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through the Peer Assistance and Review (PAR) Program.

1. Joint Panel

- 1.1 The Peer Assistance and Review Program will be administered by a Joint Panel. The Panel shall consist of five (5) members, SCCOE Cabinet will select two (2) administrators, and SCCEA shall select two (2) permanent teachers: one each from Alternative Education and Special Education, and one certificated staff member from DIS (Itinerant). SCCEA has determined the following qualifications for the panel participants:
 - 1.1.1 must be SCCEA members.
 - 1.1.2 must have achieved permanent status.
 - 1.1.3 may volunteer or be nominated by SCCEA.
 - 1.1.4 Each department/group will elect their own Panel member with a simple majority.
- 1.2 Panel members agree to serve a one-year term. SCCEA members of the Panel shall receive \$1,000 and the necessary training to perform their duties. The full Panel shall meet at times and places as they shall determine, no less than four times annually. Meetings will be scheduled so as not to interfere with contact time with students. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without a loss of pay or benefits.
- 1.3 The responsibilities of the Joint Panel shall include the following:
 - 1.3.1 Select Consulting Teachers (majority vote) one (1) from Alternative Education and one (1) from Special Education. The panel's procedures for selecting consulting teachers, at a minimum, shall require the following:
 - 1.3.1.1 Consulting teachers shall be selected by the majority vote of the panel.
 - 1.3.1.2 The selection process shall include provisions for classroom observation of the candidates for consulting teacher by the panel.
 - 1.3.2 Assign Consulting Teachers, determine duties and if necessary, provide training

- 1.3.3 Prepare written guidelines/timelines for Consulting Teachers and their activities.
- 1.3.4 Review reports prepared by the Consulting Teachers.
- 1.3.5 Compile and update as appropriate, a listing of the types of assistance activities that may be utilized by Consulting Teachers.
- 1.3.6 No later than May 7, the Joint Panel will be informed of an unsatisfactory evaluation and within thirty days will assign a Consulting Teacher.
- 1.3.7 Send written notification to the home of the voluntary or referred participating teachers, the consulting teacher and administrator of participation in the PAR program.
- 1.3.8 Resolve issues and problems that may arise between a Consulting Teacher and a Participating Teacher.
- 1.3.9 Establish priorities in referrals and services for participating teachers. (i.e. who is served first, second, etc. and types of services that will be provided).
- 1.3.10 Ensure that the PAR Program is financially self-supporting by establishing an annual plan and budget.
- 1.3.11 Distribute a copy of the adopted PAR Program Rules and Procedures to all SCCEA members and administrators or notify the members and administration that the existing Rules and Procedures have not been changed.
- 1.4 All proceedings and materials related to evaluations, reports and other personnel matters shall be *strictly confidential*. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer the program except in response to a subpoena or order of the court.

2. **Participating Teachers (PT)**

2.1 Description

- 2.1.1 A teacher participant shall be a member of the bargaining unit and either a permanent employee or a temporary or probationary beginning teacher who:
 - 2.1.1.1 volunteers to participate in the program
 - 2.1.1.2 is referred for participation in the program as a result of an unsatisfactory evaluation. In addition, teachers receiving assistance may be referred pursuant to a collectively bargained agreement.
- 2.1.2 Pursuant to the evaluation process agreed upon in the contract, performance goals and objectives for a referred participating teacher shall be in writing, clearly stated, and aligned with pupil learning.

- 2.1.3 The Consulting Teacher reviews the evaluation, goals, objectives, activities and timelines with the participating teacher.
- 2.1.4 The referred participating teacher's assistance and review shall include multiple observations by the consulting teacher of a teacher during periods of classroom instruction.
- 2.1.5 The referring administrator, Joint Panel and/or Consulting Teacher shall provide sufficient staff development activities or referral to appropriate staff development activities, to assist a teacher in improving his or her teaching skills and knowledge.
- 2.1.6 The program for the referred teacher will be monitored according to the established timelines but not less than bi-monthly by the one or more of the following: consulting teacher, administrator and/or joint panel. Written records will be maintained of program participation and copies will be given to the participating teacher.
- 2.1.7 The final evaluation of a teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance.
- 2.1.8 Written records containing only the number of participants, types of activities, and costs incurred will be maintained by the consulting teacher and joint panel for all voluntary participating teachers.

3. **Consulting Teachers**

3.1 **Description and Selection**

3.1.1 The Consulting Teacher:

- 3.1.1.1 Shall be a credentialed classroom teacher and an SCCEA member with permanent status, or a teacher in retirement status.
- 3.1.1.2 Shall have substantial recent experience in classroom instruction.
- 3.1.1.3 Shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 3.1.1.4 Will apply to Joint Panel with the recommendation and approval of immediate supervisor and another teacher. All applications and references will be kept confidential.
- 3.1.1.5 Will be selected by majority vote of the panel.

- 3.1.2 The responsibilities of the Consulting Teacher shall include the following:
- 3.1.2.1 Continue all rights of bargaining unit members.
 - 3.1.2.2 Review evaluations of referred teachers with the goals and objective and develop an action plan (activities) and timeline(s) to meet the goals and objectives in conjunction with the Joint Panel and administrator.
 - 3.1.2.3 Assist Participating Teachers by providing training and assist in staff development planning and implementation by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.
 - 3.1.2.4 Obtain assistance from other subject area specialists or specialists from other districts and COE's, for the participating teacher as the need indicates.
 - 3.1.2.5 Select outside brokered teachers (i.e. subject area specialists) with approval of the panel members.
 - 3.1.2.6 Continue to provide assistance to the referred participating teacher not to exceed one calendar year from the date of assignment or the Participating Teacher is satisfactory, or that further assistance will not be productive. The Consulting Teacher will provide reports that describe program participation (anecdotal) only. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Panel. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.
 - 3.1.2.7 If there are no unsatisfactory evaluations and no voluntary participating teachers then the Consulting Teacher will research any recommended appropriate staff development activities supplemental to the administrative determined staff development activities.
- 3.1.3 Consulting teachers should be "held harmless" and are protected from legal liability in the execution of their assigned duties. The SCCOE shall provide legal defense, if necessary, at no expense to the Consulting Teacher. Consulting Teachers are not acting in a management or supervisory role and shall not be considered management under the EERA.
- 3.1.4 The program shall expect and strongly encourage a cooperative relationship between the consulting teacher and the evaluating administrator with respect to the process of peer assistance and review.

APPENDIX H

2016-2017 COUNTY OFFICE OF EDUCATION

SCHOOL YEAR CALENDAR

To review the current Santa Cruz County Office of Education calendar, please go to:

http://www.santacruzcoe.org/schools/sccoe_calendar2016-17.pdf

For the Santa Cruz County Office of Education calendar specific to Alternative Education, please go to

http://www.santacruzcoe.org/schools/alt_ed_calendar2016-17.pdf

For the Santa Cruz County Office of Education calendar specific to Special Education, please go to

http://www.santacruzcoe.org/schools/special_ed_calendar2016-17.pdf

APPENDIX I
SANTA CRUZ COUNTY OFFICE OF EDUCATION 2015-2016
CERTIFICATED SALARY SCHEDULES

Salary schedules can be found on the website at:

http://www.santacruz.k12.ca.us/student_services/hr/salary_schedules.html

and as follows on the next two pages.

Years Of Service	<u>Intern/Permit</u> <u>BA</u> <u>"A"</u>	<u>Fully Credentialed</u>			
		BA + 30 "I"	BA + 40 "II"	BA + 60 "III"	BA + 80 "IV"
1	\$40,884	\$46,609	\$46,865	\$47,121	\$47,248
2	\$41,398	\$46,736	\$46,995	\$47,248	\$47,906
3	\$41,907	\$46,865	\$47,121	\$47,906	\$50,180
4	\$42,418	\$46,995	\$47,248	\$50,180	\$52,456
5	\$42,929	\$47,121	\$47,906	\$52,456	\$54,730
6	\$43,440	\$47,248	\$50,180	\$54,730	\$57,007
7		\$47,906	\$52,456	\$57,007	\$59,279
8		\$50,180	\$54,730	\$59,279	\$61,555
9			\$57,007	\$61,555	\$63,829
10			\$59,279	\$63,829	\$66,103
11			\$61,555	\$66,103	\$68,379
12				\$68,379	\$70,655
13				\$70,655	\$72,928
14				\$72,928	\$75,204
15					\$77,488
16					\$79,420
19					\$81,359
22					\$83,345
25					\$85,378

Association members holding a valid California Credential are eligible for placement in Columns I-IV

185 day work year

Daily Rate for Additional Days

MA \$1500 Stipend (pro-rated) \$400 minimum

Ph.D./Ed.D. \$400 Stipend (pro-rated) \$100 minimum

Bilingual \$1500 Stipend (pro-rated) *

*when identified as a requirement of the position

Responsibility Factor: (an additional 10%)

10% - Head Teacher

10% - Program Specialist

10% - Resource specialist**

**Assigned Case Managers Only

Years of Service	<u>Intern/Permit</u> <u>BA</u> <u>"A"</u>	<u>Fully Credentialed</u>			
		BA + 30 "I"	BA + 40 "II"	BA + 60 "III"	BA + 80 "IV"
1	\$48,619	\$55,427	\$55,732	\$56,036	\$56,189
2	\$49,230	\$55,577	\$55,884	\$56,189	\$56,970
3	\$49,836	\$55,732	\$56,036	\$56,970	\$59,673
4	\$50,444	\$55,884	\$56,189	\$59,673	\$62,380
5	\$51,051	\$56,036	\$56,970	\$62,380	\$65,085
6	\$51,659	\$56,189	\$59,673	\$65,085	\$67,793
7		\$56,970	\$62,380	\$67,793	\$70,493
8		\$59,673	\$65,085	\$70,493	\$73,199
9			\$67,793	\$73,199	\$75,905
10			\$70,493	\$75,905	\$78,611
11			\$73,199	\$78,611	\$81,314
12				\$81,314	\$84,020
13				\$84,020	\$86,726
14				\$86,726	\$89,433
15					\$92,148
16					\$94,446
19					\$96,751
22					\$99,112
25					\$101,530

Association members holding a valid California Credential are eligible for placement in Columns I-IV.

220 day work year

Daily Rate for Additional Days

MA \$1500 Stipend (pro-rated) \$400 minimum

Ph.D./Ed.D. \$400 Stipend (pro-rated) \$100 minimum

Bilingual \$1500 Stipend (pro-rated)*

*when identified as a required of the position

Responsibility Factor: (an additional 10%)

10% - Head Teacher

10% - Program Specialist

10% - Resource Specialist**

**Assigned Case Managers Only

Years Of Service	<u>Fully Credentialed</u>			
	Speech & Language Pathologist 190 days	Nurse 190 days	Psychologist 195 days	Speech & Language Pathologist Early Start 200 days
1	\$61,646	\$67,518	\$69,294	\$64,890
2	\$63,113	\$69,126	\$70,946	\$66,435
3	\$64,581	\$70,735	\$72,597	\$67,980
4	\$66,049	\$72,344	\$74,249	\$69,525
5	\$67,517	\$73,954	\$75,900	\$71,070
6	\$68,984	\$75,563	\$77,552	\$72,615
7	\$70,452	\$77,172	\$79,203	\$74,160
8	\$71,920	\$78,781	\$80,854	\$75,705
9	\$73,388	\$80,389	\$82,505	\$77,250
10	\$74,855	\$81,998	\$84,157	\$78,795
11	\$76,323	\$83,608	\$85,808	\$80,340
12	\$77,791	\$85,217	\$87,459	\$81,885
13	\$79,259	\$86,826	\$89,110	\$83,430
14	\$80,726	\$88,435	\$90,763	\$84,975
15	\$82,194	\$90,044	\$92,414	\$86,520
16	\$83,662	\$91,652	\$94,065	\$88,065
19	\$85,130	\$93,262	\$95,716	\$89,610
22	\$86,597	\$94,871	\$97,368	\$91,155
25	\$88,065	\$96,453	\$98,992	\$92,700

Daily Rate for Additional Days

MA \$1500 Stipend (pro-rated) \$400 minimum

Ph.D./Ed.D. \$400 Stipend (pro-rated) \$100 minimum

Bilingual \$1500 Stipend (pro-rated) *

***when identified as a requirement of the position**

Enrollment Assumptions	2018-19	2019-20	2020-21	2021-22
Grades 9-12	120	140	145	145
ADA %	93%	93%	93%	93%
Total ADA	111	130	135	135
Free and Reduced Lunch Students (FRL)				
English Language Learners (EL)				
Foster Youth				
Unduplicated Count (FRL,EL,Foster Youth)				
Special Education Students				
Resident LEA Unduplicated % for LCFF Concentration Grant				
Percentage of LCFF gap Closure Increment projected				
Funding Rates				
LCFF Statutory COLA Rate	2.71%	3.46%	2.86%	2.92%
Grade 9-12	1,096,860	1,313,897	1,392,895	1,433,564
Federal Revenues				
Special Education - Federal per student				
Child Nutrition - Federal per student				
Other Federal Revenue - Provide listing, including amounts				
State Revenues				
Special Education - State funding per student \$540 (less SELPA agreements)		57,942	62,487	64,748
Child Nutrition - State per student				
Lottery per ADA	151	151	151	151
Lottery Restricted per ADA	53	53	53	53
Mandate Block Grant	45	47	48	48
Other State Revenue - Provide listing including amounts				
Explanation : Special Ed is per the local AB602 plan and the State Allocation. All other estimates are based on the School Services Dart board				
Local Revenues _ Based on Prior CYPRESS estimates	18570	10000	15000	15000

SCCOE Cypress Charter Revenue Assumptions

Expenditure Assumptions	2018-19	2019-20	2020-21	2021-22
<i>Certificated Salaries</i>				
Number of FTE - Teachers	8.16	8.16	8.16	8.16
Number of FTE - Pupil Support Salaries	1	1	1	1
Number of FTE - Supervisor/Admin Salary	1	1	1	1
Number of FTE - other Certificated				
COLA percentage increase		1.03	1.02%	0.00%
Step and Column		1.5	1.5	1.5
Explanation: The same level of staffing is being projected for the charter as what is currently in place. The COLA amount represent increases that have already been negotiated with the unions.				
<i>Classified</i>				
Number of FTE - Instructional Aides' salaries	0.25	0.25	0.25	0.25
Number of FTE - Non- certificated Support Salaries	0.525	0.525	0.525	0.525
Number of FTE - Supervisor/Admin salaries				
Number of FTE - Clerical and Office Salaries	0.875	0.875	0.875	0.875
Number of FTE - Other non-Certificated Salaries				
Total FTE	11.81	14.34	13.3202	13.31
COLA percentage increase		1.02%	0	0
Step and Column		1.5	1.5	1.5
Explanation: The same level of staffing is being projected for the charter as what is currently in place. The COLA amount represent increases that have already been negotiated with the unions.				
<i>Benefits</i>				
STRS (rate)	16.28%	17.10%	18.10%	17.46%
Number of STRS employees	11	11	11	11
PERS (rate)	18.06%	20.70%	23.40%	25.00%
Number of PERS employees	2	2	2	2
Health and welfare (per qualified FTE)	\$19,476	\$20,060	\$20,662	\$21,282
Number of eligible employees for Health Benefits	8	8	8	9
FICA (rate) and medicare	7.70%	7.70%	7.70%	7.70%
Unemployment Insurance (rate)	0.01%	0.01%	0.01%	0.01%
Workers Comp Insurance (rate)	1.84%	1.84%	1.84%	1.84%
OPEB	3.00%	3.00%	3.00%	3.00%

SCCOE Cypress Charter Revenue Assumptions

Step and Column	1.02%	1.50%	1.50%	1.50%
Books and Supplies				
The charter will need some supplies for facility u	57,303	77,303	50,303	57,303
Services and Other Operating Expenditures				
The charter will need services for technology up	61,420	132,957	141,345	143,606
Capital Outlay		50,000		10,000
The charter building will need a new roof and other upgrades after transition				
Other Outgo				
Indirects	1,123	1,123	1,123	1,123
Oversight fees and Rent	75,765	83,139	93,929	94,336
Indirects	8.03%	8.03%	8.03%	8.03%
Other Financing Sources				
Other Financing Uses				

SCCOE Cypress Charter Revenue Assumptions

SCCOE Cypress Charter School													
Multi Year Projection		2018-19			2019-20			2020-21			2021-22		
Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
REVENUES													
LCFF Revenue Limit Sources													
State Aid Current year	8011	603,273		603,273	722,643		722,643	766,092		766,092	788,460		788,460
EPA	8012												-
State Aid Prior years	8019												-
Charter Schools in Lieu Property Tax	8096	493,587		493,587	591,254		591,254	626,803		626,803	645,104		645,104
Other Revenue Limit Transfers	8091-8097												-
Total Revenue Limit Sources		1,096,860		1,096,860	1,313,897		1,313,897	1,392,895		1,392,895	1,433,564	-	1,433,564
Federal Revenues													
Not Child Left Behind	8290												-
Spical education Federal	8181-8182												-
Child Nutrition Federa	8220												-
Other Federal Revenue	110,8260-8299												-
Total Federal Revenue											-	-	-
Other State Revenues													
Special Education - State	State Rev SE					57,942	57,942		62,487	62,487	-	64,748	64,748
All Other State revenue	Stae Rev AO	49,304		49,304	25,639	6,870	32,510	26,853	7,147	34,000	26,853	7,147	34,000
Total Other State Revenue		49,304		49,304	25,639	64,812	90,452	26,853	69,635	96,487	26,853	71,895	98,748
Other Local revenues													
All Other Local revenues	Local Rev AO	18,270		18,270	10,000		10,000	15,000		15,000	15,000		15,000
Total Local Revenues		18,270		18,270	10,000		10,000	15,000		15,000	15,000	-	15,000
CONTRIBUTION FROM COE	89XX				45,500		45,500	-		-	-45,500		-45,500
TOTAL REVENUES		1,164,434		1,164,434	1,395,036	64,812	1,459,849	1,434,748	69,635	1,504,382	1,429,917	71,895	1,501,812
EXPENDITURES													
Certificated Salaries													
Certificated Teachers	1100	529,342		529,342	553,400.59		553,401	567,319		567,319	575,828		575,828
Certificated Pupil support	1200	59,073		59,073	61,757.87		61,758	63,311		63,311	64,261		64,261
Certificated supervisors/Admin	1300	111,018		111,018	116,063.27		116,063	118,982		118,982	120,767		120,767
Other Certificated Salaries	1900												-
Total Certificated salaries		699,433		699,433	731,222		731,222	749,612		749,612	760,856	-	760,856
Classified Salaries													
Instruction Aides	2100	5,247		5,247	5,326		5,326	5,406		5,406	5,487		5,487
Classified Support	2200												-
Supervisor/Admin	2300												-
Clerical and Office Salaries	2400	43,610		43,610	45,149		45,149	45,827		45,827	46,514		46,514
Other Classified	2900	-								-			-
Total Classified Salaries		48,857		48,857	50,475	-	50,475	51,232		51,232	52,001	-	52,001
Employee Benefits													
STRS	3101-3102	113,135		113,135	125,039		125,039	135,680		135,680	132,845		132,845
PERS	3201-3202	8,825		8,825	10,448		10,448	11,988		11,988	11,629		11,629
OASDI/MedicareAlternative	3301-3302	14,203		14,203	3,861		3,861	3,919		3,919	3,978		3,978
Health and Welfare	3401-3402	145,854		145,854	160,482		160,482	165,297		165,297	191,538		191,538
Unemployment	3501-3502	37		37	39		39	40		40	41		41
Workers Compensation	3601-3602	13,769		13,769	14,383		14,383	14,736		14,736	14,957		14,957
OPEB	3701-3702	833		833	21,937		21,937	23,843		23,843	24,221		24,221
Other Employee Benefits	3901-3902						-			-	-		-
Total Employee Benefits		296,655		296,655	336,190	-	336,190	355,503	-	355,503	379,208	-	379,208
Books and Supplies													
Approved Textbooks and Core Cur	4100	4,400		4,400	4400		4,400	4400		4,400	4400		4,400
Books and other Reference Mater	4200	3,990		3,990	3990		3,990	3990		3,990	3990		3,990
Materials and Supplies	4300	48,913		48,913	42063	6850	48,913	31766	7147	31,913	31766	7147	38,913
Non Capitalized Equipment	4400				20000		20,000	10000		10,000	10000		10,000
Food	4700									-			-
Total Books and Supplies		57,303		57,303	70,453	6,850	77,303	50,156	7,147	50,303	50,156	7,147	57,303
Services and Other Operating Expenditures													
Subagreements for services	5100												
Travel and Conference	5200	4,983		4,983	4,983		4,983	4,983		4,983	4,983		4,983
Dues and memberships	5300	2,220		2,220	2,220		2,220	2,220		2,220	2,220		2,220
Insurance	5400	11,405		11,405	8,000		8,000	8,000		8,000	8,000		8,000

SCCOE Cypress Charter Revenue Assumptions

Operations and Housekeeping Serv	5500	1,300		1,300	1,300		1,300	1,300		1,300	1,300		1,300
Rentals, leases, Repairs and nonca	5600	23,255		23,255	20,255		20,255	23,255		23,255	23,255		23,255
Transfers of Direct Costs	5700-5799	131		131	131		131	131		131	131		131
Professional Consulting Services at	5800	16,576		16,576	36,576	57942	94,518	37,419	62,487	99,906	37,419	64748.34	102,167
Communication	5900	1,550		1,550	1,550		1,550	1,550		1,550	1,550		1,550
Total Services and other Operating Exp		61,420		61,420	75,015	57,942	132,957	78,858	62,487	141,345	78,858	64,748	143,606
Capital Outlay													0
Site and Improvements to site'	6200												0
Building and Improvements of Bui	6300												0
Books and media for New major E	6400				50000		50,000				10000		10000
Equipment	6500												0
Equipment Replacement	6900												0
Depreciation Expense					50,000		50,000				10,000	-	10,000
Total Capital Outlay													
Other Outgo													
Tuition to other schools	7110-7143												0
Transfers of Pass Through Rev to c	7211-7213												0
Transfer of Apportionments to oth	7221-7223SE												0
Transfers of Apportionments to ot	7221-7223AO												0
All Other Transfers	7281-7299	75,765		75,765	83,139		83,139	93,929		93,929	94,336		94,336
Indirects	73xx	1,123		1,123	1,123		1,123	1,123		1,123	1,123		1,123
Debt Service							-			-			-
Interest	7438						-			-			-
Principal	7239						-			-			-
Total Other outgo		76,888		76,888	84,262	-	84,262	95,052	-	95,052	95,459	-	95,459
TOTAL EXPENDITURES		1,240,556		1,240,556	1,397,617	64,792	1,462,409	1,380,413	69,634	1,443,047	1,426,537	71,895	1,498,433
EXCESS OF REVENUES OVER EXPENDITURES BEFO		-76,122		-76,122	-2,580	20	-2,560	54,335	0	54,335	3,379	0	3,379
OTHER FINANCING SOURCES/USES													
Other Sources	8930-8979						0			0			0
Less Other Uses	7630-7699						0			0			0
Contributions Between Unrestrict	8980-8999						0			0			0
TOTAL OTHER FINANCING SOURCES/USES		-		-	-	-	-	-	-	-	-	-	-
NET INCREASE (DECREASE) IN FUND BALANCE		-76,122	-	-76,122	7,420	20	7,440	54,335	0	54,335	3,379	0	3,379
FUNDS BALANCE RESERVES													
Beginning Fund Balance	9791	120,691		120,691	44,569		44,569	51,989		51,989	106,324		106,324
a. As of July 1	97,939,795												
b. Adjustments to Beginning Balance													
c. Adjusted Beginning Balane													
Ending Fund Balance, June 30		44,569		44,569	51,989		51,989	106,324		106,324	109,702		109,702
Components of Ending Fund Balance													
a. Nonspendable Reserve for Uncertainty		37,217		37,217	41,629		41,629	41,412		41,412	42,796		42,796
Revolving Cash	9711												
3. Unrestricted net Postion	9790A	7,352		7,352	10,360		10,360	64,911		64,911	66,906		66,906

SCCOE Cypress Charter Revenue Assumptions

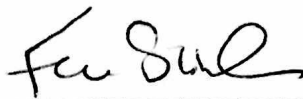
BUDGET AS OF 01-31-19 for 19-20		Object	Budget/Bal	July	August	September	October	November	December	January	February	March	April	May	June	Subtotal	Accruals	Adjustments	Total
EST. ACTUALS THRU MONTH OF:																			
A. BEGINNING CASH		9110	2,638	2,638	5,611	31,046	24,376	17,705	9,035	52,890	46,220	37,549	31,179	35,353	85,366	2,638	0	0	2,638
B. RECEIPTS																			
Revenue Limit				0.05	0.05	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.0585	0.09	0	0.8785	0.1215		
Principal Ap		8010-8019	722,643	36,132	36,132	65,038	65,038	65,038	65,038	65,038	65,038	65,038	42,275	65,038	87,801	722,643	0	0	722,643
Property Tax		8020-8079	591,254	29,563	29,563	53,213	53,213	53,213	53,213	53,213	53,213	53,213	34,588	53,213	71,837	591,254	0	0	591,254
State Aid timing adjustments				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other		8080-8099	0													0	0	0	0
Federal Revenue		8100-8299	0													0	0	0	0
Other State Revenue		8300-8599	90,452						45,226					45,226		90,452	0	0	90,452
Other Local Revenue		8600-8799	10,000						5,000					5,000		10,000	0	0	10,000
Interfund Transfers In		8910-8929	45,500	45,500												45,500	0	0	0
All Other Financing Sources		8931-8990	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL RECEIPTS			1,459,849	111,195	65,695	118,251	118,251	118,251	168,477	118,251	118,251	118,251	76,863	168,477	159,638	1,459,849	0	0	1,459,849
C. DISBURSEMENTS																			
Certificated Salaries		1000-1999	731,222	6,160	8,332	71,673	71,673	71,673	71,673	71,673	71,673	71,673	71,673	71,673	71,673	731,222		0	731,222
Classified Salaries		2000-2999	50,475	2,495	3,000	4,498	4,498	4,498	4,498	4,498	4,498	4,498	4,498	4,498	4,498	50,475		0	50,475
Employee Benefits		3000-3999	336,190	1,000	1,500	33,369	33,369	33,369	33,369	33,369	33,369	33,369	33,369	33,369	33,369	336,190		0	336,190
Supplies		4000-4999	77,303	30,000	5,000	500	500	2,500	200	500	2,500	200	200	200	35,003	77,303		0	77,303
Services		5000-5999	132,957	30,000	9,360	9,360	9,360	9,360	9,360	9,360	9,360	9,360	9,360	9,360	9,360	132,957		0	132,957
Capital Outlay		6000-6999	50,000	40,000	10,000											50,000		0	50,000
Other Outgo		7000-7399	84,262	0											84,262	84,262		0	84,262
Interfund Transfers Out		7600-7629	0															0	0
All Other Financing Uses		7438-7439	0															0	0
Other Disbursements/Non																		0	0
TOTAL DISBURSEMENTS			1,462,409	109,655	37,192	119,400	119,400	121,400	119,100	119,400	121,400	119,100	119,100	119,100	238,165	1,462,409	0	0	1,462,409
D. BALANCE SHEET TRANSACTIONS																			
Assets: (source) or use																			
Revolving Cash Etc.		9111-9199	0													0	0	0	0
Accounts Receivable		9200-9299	0													0	0	0	0
PrYr Deferral			0													0	0	0	0
Due From Other Funds		9310	0													0	0	0	0
Stores		9320	0													0	0	0	0
Prepaid Expenses		9330	0													0	0	0	0
Other Assets		9340	0													0	0	0	0
SUBTOTAL ASSETS:			0																
Liabilities: source or use																			
Accounts Payable		9500-9599	0													0	0	0	0
Due To Other Funds		9610	0													0	0	0	0
Interfund Loans		9640	0													0	0	0	0
Deferred Revenue		9650	0													0	0	0	0
SUBTOTAL LIABILITIES:			0																
NET BALANCE SHEET Source			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(B - C + D)																			
E. NET INCREASE/(DECREASE)			-2,560	1,540	28,503	-1,149	-1,149	-3,149	49,377	-1,149	-3,149	-849	-42,237	49,377	-78,526	-2,560	0	0	-2,560
F. ENDING CASH (A + E)			78	4,178	32,681	31,532	30,383	27,234	76,611	75,462	72,313	71,464	29,227	78,604	78	78	78	78	78
G. ENDING CASH WITH ACCR																78	78	78	78

PETITION FOR THE ESTABLISHMENT OF A CHARTER SCHOOL

We the undersigned believe that the submitted charter merits consideration and hereby petition the Santa Cruz County Board of Education to grant approval of the charter pursuant to Education Code 47605 to enable the creation of Cypress Charter High School of Santa Cruz County. Cypress agrees to operate the school pursuant to the terms of the Charter Schools Act of 1992 and the provisions of the school's charter. The petitioners listed below certify that they are credentialed administrators and teachers who are meaningfully interested in teaching at the school.

By the Lead Petitioner:

Faris Sabbah



2/12/19

Name (please print)

Signature

Date

The petitioners authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Santa Cruz County Board of Education for Cypress Charter High School of Santa Cruz County.

MEGAN TRESHAM



2/11/19

Name (please print)

Signature

Date

Valerie Neer




2/11/19

Name (please print)

Signature

Date

Travis Parker



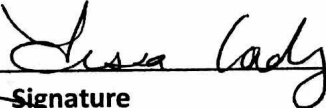
2-11-19

Name (please print)

Signature

Date

TESSA CADY



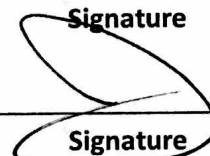
2-11-19

Name (please print)

Signature

Date

Jennifer Nicholson



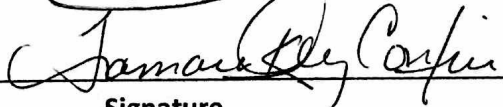
2/11/19

Name (please print)

Signature

Date

Tamara Kley Contini



2/11/19

Name (please print)

Signature

Date

NARAZEND POSSI  2/11/19
Name (please print) Signature Date

Rachel Star  2/12/19
Name (please print) Signature Date

Lindsey Smith  2/12/19
Name (please print) Signature Date

Name (please print) Signature Date

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Name (please print) Signature Date

Name (please print) Signature Date

Name (please print) Signature Date

Max Mobley
Parent of Cypress Charter High School student Davey Mobley
maxmobley@gmail.com
831-252-0835

Dana Sales, President of the Board
Santa Cruz County Board of Education
400 Encinal St.
Santa Cruz, CA 95060

Dear Dana Sales and Santa Cruz County Board of Trustees;

I am writing to you to convey my support of Cypress Charter High School and why it's been so important in my son's education.

My son Davey had always gotten excellent grades and enjoyed public school in Santa Cruz County. Then he started public high school and everything changed. His grades suffered even though he was no longer challenged by the curriculum. His general feeling of safety and happiness suffered. The strong relationships he had with classmates and teachers was no longer present. I learned that at lunch he would hide in a corner of the library, and on breaks he would walk around the quieter parts of the campus. In short, he struggled to fit in with the social and academic dynamics of a public high school with a large student body. We spoke to the well-meaning but resource-constrained staff. They shared our concern but were also busy on bigger problems from students doing things more detrimental to themselves and the student body. My son had also just come out as transgender, and his previous group of friends were unable and unprepared to support his transition. Same with some of the teachers, sadly.

Seeing the trajectory our formerly bright son was on, I researched an alternative solution. That's how I discovered Cypress. Despite his shyness, he was so desperate to get out of his current school situation, he eagerly accepted an opportunity to shadow a student at Cypress for a day. Here's what he found there:

- Students who wanted to be there, wanted to learn, wanted to be challenged academically.
- Students who, due to their own experiences with previous schools and challenging social environments, exhibited a high degree of empathy and acceptance toward their diverse classmates.
- Students being held accountable for their actions by teachers and administrators.
- Challenging curriculum delivered by passionate, highly engaged, empathetic teachers who do not suffer disruptions to learning.
- Teachers and students earning respect from each other and honoring that respect, resulting in strong learning partnerships.

Upon recognizing these important traits, my family and Cypress administrators worked hard to transfer my child to their school mid-way through his freshman year.

Max Mobley
Parent of Cypress Charter High School student Davey Mobley
maxmobley@gmail.com
831-252-0835

The result:

My son has taken ownership of his learning and has earned a strong support network among his peers and his teachers. He no longer hides from others. His GPA returned to a hard-earned 4.0 and he is eager to take his SATs and go to college—now a popular subject in our household. He looks teachers in the eye, and does not hesitate to ask for their help, and to offer his. He volunteers at school events where you can find him doing whatever the school needs, and then proudly sharing lunch or dinner with the principal and other administrators. He is eager to do homework, no matter how hard, no matter how much, because he wants to thrive and he wants to impress his teachers and classmates. He went from having no friends upon coming out LGBT to leading an LGBT club on campus and making strong relationships with equally respectful and engaged students of diverse backgrounds. His joy of learning is once again obvious. He is thriving at a remarkable level that is inspiring to friends and relatives. Thanks to Cypress Charter High School's investment in my son and the accountability they hold him to, he has become a very impressive young man with a bright future. An asset to the community at large. My wife and I could not be more grateful. We know this was not easy. We recognize that Cypress teachers, administrators, and fellow students worked selflessly to make this happen. It is a central dynamic to the institution.

I was an instructional designer in vocational training and once skeptical of the charter school concept—mostly out of ignorance. I now know from personal experience that young people unable to thrive in large public high schools, or who struggle with the adversity in their lives, need an option like Cypress. I am not exaggerating when I say that, given the current financial challenges of many public schools and the current socio-economic challenges of many American youth, of which no small number have been marginalized due to gender, identity, income equality, and race, Cypress's genuinely amazing success is nothing short of remarkable. And the need for such a school in Santa Cruz County could not be greater. For some families like my own, it has literally saved our kids.

If Cypress was not an option for my family, I frankly have no idea where I would send my son to finish high school. We cannot afford private school. Nor can we afford to revisit the troubling times of his pre-Cypress high school experience. Without Cypress, we would be in trouble, that's all I know for certain.

I urge you to protect this important institution through sensible funding and support.

Regards,



Max Mobley
maxmobley@gmail.com
831-252-0835

Dianna Hill
P.O. Box 853
Capitola, CA 95010

January 28, 2019

Dana Sales, President of the Board
Santa Cruz County Board of Education
400 Encinal St.
Santa Cruz, CA 95060

Dear Trustee Sales,


I am writing in support of the proposed charter of Cypress High School. As a parent of a sophomore at Cypress and (former Live Oak Elementary School District) teacher, I have a deep appreciation for all that Cypress has to offer the students in attendance as well as their families. I strongly urge the Board to vote in favor of the County Office of Education accepting the charter.

In the year and a half our son has attended Cypress, we have seen him mature into a thoughtful young man with a renewed sense of purpose. The combination of academic rigor and the staff's very intentional commitment to an inclusive community is priceless. Like all schools, Cypress is responsible for planning to improve student outcomes for English learners, students from low-income families, and those who are foster youth. While our son and daughter were foster youth, we appreciated the how the Live Oak School District treated them.

With our adoption finalized seven years ago, we chose to move our children to the school district where I teach fifth grade in Los Gatos. However, as our son prepared to leave middle school, we had to decide: Los Gatos, or Santa Cruz County high schools? Fortunately for us, Cypress High School offered just what our son needed: A-G offerings in a small classroom setting and a caring community. We returned to Santa Cruz schools specifically *because of Cypress*, and we are so very thankful for the opportunity to help him continue to mature academically and socially. Cypress is just what our son needs to move forward and make meaningful relationships and grow academically. **He is successful because Cypress is a community of teachers, staff and students equally committed to every student's success.**

Thank you for considering offering the Cypress Charter to continue under the umbrella of Santa Cruz County Schools.

Sincerely,



Dianna Hill
Cypress Parent
Fifth Grade Teacher
President, Los Gatos Elementary Teachers Association

Kris Hill

PO Box 853
Capitola, CA 95010
831-252-2959
krishill@mac.com

Wednesday, January 30, 2019

Dana Sales, President of the Board

Santa Cruz County Board of Education
400 Encinal St.
Santa Cruz, CA 95060

Dear Ms. Sales,

When looking for high schools in Santa Cruz with our son, we cast a wide net. We looked at the local public high schools and private schools. While our son was accepted at the local private schools and offered scholarships, we kept coming back to Cypress. The staff greeted students with laughter, respect, and warmth as they walked in the door. We saw students who cared about each other and respected each other's differences, and we saw teachers who took the time to plan meaningful lessons that engage kids in learning. We chose Cypress because we wanted a school where our son felt like he belonged, had friends, and still prepared him for college.

Our son is now a sophomore. He talks about the philosophical dilemmas he is studying in Philosophy. He is grappling with his own sense of self and what he believes. He is beginning to crack through the tough suit of armor that kids often grow as they make their way through elementary and middle school. He is learning how to make real connections with his friends. The process of growing up is never easy, and is filled with mistakes. Cypress has viewed him as a whole person, worthy of getting to know and to support, even through he makes mistakes. The school's use of a Justice Circle really connected our son to his strengths and allowed him to open up so he could connect with people.

Without Cypress, our family would struggle. Our son would likely put that suit of armor back on, and protect himself, or act out. Early childhood trauma heals only with a dedicated group of caring people and Cypress has been that for him and our family. We are staunch supporters of this wonderful school, and the overworked, caring, and dedicated staff that make Cypress what it is.

Sincerely,

Kris Hill
Cypress Parent and previous Cypress teacher

Chris and Tim Deppmeier
111 Princeton St.
Santa Cruz, CA 95060

February 10, 2019

Dear Santa Cruz County Office of Education,

We'd like to share with you our family's experience with and love for the community of Cypress High School as you consider the charter proposal.

Cypress High School, its teachers and staff, have changed our daughter's life. Diana is a sophomore who loved school, but in the fourth grade started having health issues that kept her from the classroom. Diana fell behind, and also became very isolated from her peers and teachers. We were searching for a school with small class sizes and large hearts, who could meet Diana with compassion and understanding.

Cypress is that community. Megan and her staff listened to us and to Diana about her struggles, and created a plan to help Diana succeed. The amazing part is that this plan took into consideration Diana as a whole person, not just a student. The teachers and staff took the time to get to know our daughter and consistently make adjustments to help her. They have kept her engaged even when she suffers the most with health issues.

Admittedly skeptical at first as to what Cypress could provide academically due to its small size, what can not be overlooked is its high quality of education. Cypress has stellar, challenging teachers who understand life. There is no other way to say it. They challenge our daughter academically and push her to do the best she can do at any given moment. They understand some moments will be better than others. There is no doubt Diana will be ready to attend a four year college should she choose.

Cypress would be a great addition to the SCCOE family of schools.

Thank You,

Chris Deppmeier
Chris and Tim Deppmeier

Dana Sales, President of the Board
Santa Cruz County Office of Education
400 Encinal St
Santa Cruz, CA 95060

4 January 2019

Dear Dana and other members of the Board:

I'm the mother of a Junior at Cypress High School. I want to share our family's story with you, as I think it's representative of a fair number of students who've chosen to attend this school. Em has always been a hard-working student and attended Pacific Collegiate starting in 7th grade. The PCS culture encourages students to be involved in many activities in addition to maintaining excellent grades in AP courses. By the time Em was in 10th grade, they were suffering from depression and anxiety. Em is also non-binary and few teachers there respected their pronouns. If you know any children undergoing a change in gender identity, then you realize how this wears you down on a daily basis.

Em's father and I wanted Em to be in a school environment where they felt accepted, but also could continue to challenge themselves academically. We heard about Cypress and were impressed by the classes offered by such a small school. There is more diversity than at PCS and Em felt immediately welcomed by students and faculty. They are currently taking 3 AP courses, an Honors class, 2 regular courses, and are the editor of Cypress's school newspaper (which began this year). While I know they would proudly point out that they have all A's, I'm most happy about the change in their mood! They are back to the child that we know. Organized, hard-working, and excited about their future!

Although Em will be graduating next year, so we are not personally concerned that they won't be able to finish at Cypress, I felt that it was important to speak up for younger students who are like Em. Kids who are motivated and want to have a variety of classes to choose from, but (for various reasons) need a smaller, more accepting school than what is currently available.

I would love to see Cypress have more resources available to them and I believe that moving their charter to the Santa Cruz County Office of Education would give them those resources! In return, you would gain a school that values individual differences, encourages support instead of competition, and helps every student find the path that's right for them.

Respectfully submitted,

Donna Certo Ilstrup
(Resident in SCCS district)

Xaloc Cabanes
1941 Portola Drive
Santa Cruz, CA 95062

1/15/2019

Santa Cruz County Office of Education
400 Encinal Street
Santa Cruz, CA 95060

Endorsement of Santa Cruz County Office of Education Trustees to adopt Cypress Charter High School as a charter with The Santa Cruz County Office of Education.

Dear Esteemed Board Members of Santa Cruz County Office of Education,

I would like to recommend that the board adopt Cypress Charter High Schools Charter. I have had the fortunate opportunity to work with Les Fortster, Daniel Bloomberg, and Megan Tresham. All have contributed to grow an amazing successful and inclusive small high school community in Live Oak. I have seen many students find their success at Cypress after failing at more traditional schools. I think Cypress has a unique location and a wonderful culture that would be a great fit for Santa Cruz County Office of Education. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Xaloc Cabanes', with a long horizontal line extending to the right.

Xaloc Cabanes

P.O. Box 1672
Capitola, CA 95010

January 29, 2018

Dear County Office of Education Trustees:

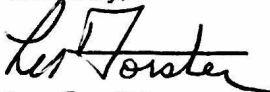
For the second time in 17 years, I am endorsing the adoption of Cypress High School in Live Oak, this time by the County Office of Education. The first was in 2002, when I was part of the steering committee that eventually orchestrated the school's launch in 2003, after which I had the honor of serving as its administrator for 13 years.

The original intent of the school was to provide a small, safe, comprehensive high school campus in the heart of Santa Cruz County. Hitherto Cypress' opening, there had been no high school in the mid-county region, and its survival and continuity speaks to students', staff's, and families' appreciation of the school's ongoing commitment to student success in all forms: academic, emotional, and social.

I currently serve as the Coordinator of y/our **Inside Education** program, which strives to shine the light on many aspects of local public education. Invariably, schools and programs that impact the cohort most significantly, are the ones where visitors sense the palpable benefits of close, supportive relationships between students and staff. Your endorsement of this new COE program will serve to continue the legacy of strong county programs where students attend **by choice**, largely because of the personal investment made by staff at these schools, and the guidance and counseling--in all forms--provided.

I view this as a timely, unique opportunity for you to support this transition (from district to COE), and continue this school's legacy, albeit with some changes within program offerings such as Independent Study, Career Technical Education, and site-based, a-g aligned curriculum. I commend you for seizing the moment and wholly supporting this new partnership. Please contact me if I can illuminate any of you further with respect to the school's origin and/or history.

Sincerely,



Les Forster

lforster@santacruzcoe.org

(831) 246-0988

**BOARD OF EDUCATION**

Ms. Jane Royer Barr
Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Dana M. Sales
Mr. Abel Sanchez
Mr. Bruce Van Allen

Dr. Faris Sabbah, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5600 • Fax (831) 466-5607 • www.santacruzcoe.org

February 15, 2019

Dear Superintendent,

I am writing to share that we will be presenting a countywide dependent charter petition at the next meeting of the Santa Cruz Board of Education. As we discussed at the Superintendents' Council meeting on January 10, 2019 the Santa Cruz County Office of Education has developed a petition to authorize Cypress Charter High School under the authority of Santa Cruz County Board of Education.

The Live Oak School District and Cypress Charter School approached the County Office of Education (the "COE") regarding the possibility of authorizing the charter of the Santa Cruz County Board of Education. The Santa Cruz County Office of Education has identified a significant, vulnerable student population of youth who benefit from a small, supportive learning environment. These students who currently attend Cypress Charter High School, need access to challenging coursework delivered with a focus on their social/emotional well-being as the top priority. Cypress will offer deliberate and systemic solution the mental health crisis youth are facing in our county and provide student the knowledge, skills and tools to earn a high school diploma and maximize their post-secondary options.

Santa Cruz County Cypress Charter High School will seek to support students in achieving the following outcomes:

- Attainment of a high school diploma
- Completion of A-G University of California High School requirements
- Successful transition to community college, four year university
- Successful transition to family – sustaining employment

Cypress intends to open in the fall of 2019 at the current location of Cypress Charter High School at 2039 Merrill St., Santa Cruz, CA 95062.

We look forward to continue partnering with in our shared mission to provide the very best learning and support systems for the students of Santa Cruz County. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Faris Sabbah'.

Faris Sabbah



BOARD OF EDUCATION
Ms. Jane Royer Barr
Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Dana Sales
Mr. Abel Sanchez
Mr. Bruce Van Allen

Santa Cruz County Board of Education • 400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5900 • santacruzcoe.org

Santa Cruz County Board of Education

RESOLUTION 19-07

RESOLUTION TO APPROVE THE CHARTER PETITION OF THE SANTA CRUZ COUNTY CYPRESS CHARTER HIGH SCHOOL

WHEREAS, on February 21, 2019, pursuant to Education Code section 47605, subdivision (j), Petitioners submitted the Petition to the Santa Cruz County Office of Education ("County Office"), seeking approval of the school's charter petition for a five year term commencing on July 1, 2019 and ending June 30, 2024; and

WHEREAS, the Santa Cruz County Board of Education ("County Board") held a public hearing on March 21, 2019, as required by Education Code section 47605, for the purpose of considering the level of support for the Petition by parents, teachers and other employees of the districts within the jurisdiction of the County Office; and

WHEREAS, the Santa Cruz County Superintendent of Schools and his charter school review team, along with legal counsel, have reviewed and analyzed the Petition, including all supporting documentation submitted by Petitioners to the County Office following submittal of the Petition, for legal, programmatic and fiscal sufficiency, and have submitted a Staff Report and Proposed Findings of Fact ("Staff Report") to the County Board, which Staff Report was made part of the agenda for this meeting and shall be deemed integrated into this resolution as Exhibit A; and

WHEREAS, Notwithstanding the deficiencies set forth in the Staff Report, it is the determination of the County Board that such deficiencies can be addressed with the Charter School through an operational memorandum of understanding ("Operational MOU") setting forth obligations of the Charter School to address and remedy the identified deficiencies.

NOW THEREFORE, BE IT RESOLVED, that the Santa Cruz County Board of Education, having fully considered and evaluated the Petition and supporting documentation hereby approves the Petition of the Charter School.

PASSED AND ADOPTED by the Santa Cruz County Board of Education, County of Santa Cruz, State of California, this day _____ of _____, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

///

///

///

Dana M. Sales, Board President
Santa Cruz County Board of Education

ATTEST:

Dr. Faris M. Sabbah
Santa Cruz County Superintendent
Secretary, Santa Cruz County Board of Education



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: April 18, 2019

☒

Action



Information

TO: Santa Cruz County Board of Education and Superintendent

FROM: Dr. Faris M. Sabbah, County Superintendent of Schools

SUBJECT: Expulsion Appeal (Pupil Appeal #19-01)

BACKGROUND

The Santa Cruz County Board of Education will conduct a closed hearing regarding Scotts Valley Unified School District's (SVUSD) decision to expel a student (Pupil Appeal #19-01). The County Board's decision shall be limited as follows (Education Code 48923):

1. Where the County Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced, or which was improperly excluded at the hearing before the governing board, the County Board may remand the matter to the governing board for reconsideration or grant a hearing de novo.
2. Where the County Board determines that the governing board's decision is not supported by findings required to be made by Education Code 48915, but evidence supporting such findings exists in the record of the proceedings, the County Board shall remand the matter to the governing board for adoption and inclusion of the required findings.
3. In all other cases, the County Board shall either affirm or reverse the decision of the governing board. If the County Board reverses a governing board's decision, the County Board may direct the governing board to expunge all references to the expulsion action from the COE and student's records, and the expulsion shall be deemed not to have occurred.

A confidential Board Packet containing information about the specific expulsion decision and appeal request will be provided to the County Board in closed session.

FUNDING IMPLICATIONS

None.

Board Meeting Date: April 18, 2019

Agenda Item: #7.7