

COPY

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 532

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT
APPROVING THE GRANT OF A CHARTER FOR A PUBLIC CHARTER SCHOOL
TO BE OPERATED BY FRIENDS OF CLARKSBURG SCHOOLS, INC.**

WHEREAS, by enacting the Charter Schools Act (Ed. Code §§ 47600, *et seq.*), the Legislature has declared its intent to provide teachers, parents, pupils, and community members the opportunity to establish and maintain schools that operate independently from the existing school district structure for the purposes specified therein; and

WHEREAS, the Legislature has declared its intent that charter schools are and should become an integral part of the California educational system and establishment of charter schools should be encouraged, and that charter schools are part of and under the jurisdiction of the Public School System and the exclusive control of the officers of the public schools; and

WHEREAS, the Charter Schools Act provides a charter may be granted for a period not to exceed five (5) years; and

WHEREAS, the Charter Schools Act provides a charter school may elect to operate as, or be operated by, a nonprofit public benefit corporation; and

WHEREAS, on or about May 16, 2006, the Board of Trustees of the River Delta Unified School District (hereinafter "Board") received a petition signed by teachers pursuant to Education Code section 47605(a)(2) requesting the River Delta Unified School District to grant a charter for the conversion of Clarksburg Elementary School to a public charter school which authorized the named Lead Petitioners to negotiate any amendments to the proposed charter necessary to secure approval by the River Delta Unified School District; and

WHEREAS, in accordance with a reconfiguration of District schools approved by the Board on March 7, 2006, the former Clarksburg Elementary School has been officially closed by the California Department of Education and reopened as Clarksburg Middle School; and

WHEREAS, the District and Friends of Clarksburg Schools, Inc. have met, negotiated and agreed to make certain amendments to the proposed charter and other pertinent documents, as set forth more fully herein below.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the River Delta Unified School District hereby finds that the foregoing recitals are true and correct; and

BE IT FURTHER RESOLVED that the Board hereby finds the Friends of Clarksburg Schools, Inc., to be a nonprofit public benefit corporation duly organized under the laws of the State of California; and

BE IT FURTHER RESOLVED that the Board hereby finds that the signatures of teachers submitted in support of the petition for a conversion charter school substantially comply with the requirements of Education Code section 47605(a)(1)(B) for the establishment of a non-conversion charter school; and

BE IT FURTHER RESOLVED that the Board hereby finds that the petition and charter proposed by Friends of Clarksburg Schools, Inc. satisfactorily responds to and substantially complies with all requirements of law as prescribed by the Charter Schools Act and District Board Policy and Administrative Regulation 0420.4, except set forth more fully herein below; and

BE IT FURTHER RESOLVED that the Board of Trustees of the River Delta Unified School District hereby authorizes and approves the grant of a charter to the Friends of Clarksburg Schools, Inc. for operation of a non-conversion ("start-up"), K-6, public charter school in accordance with those certain conditions, agreements, and understandings between the District and the Friends of Clarksburg Schools, Inc., as set forth fully herein, as follows:

- a. The charter school (which name shall be later determined by mutual agreement of the parties) shall commence operation for the 2007-2008 school year.
- b. The location of the charter school shall be within the community of Clarksburg, defined as that area bounded by Clarksburg Road, South River Road, Netherland Road, and the outermost physical boundary of Delta High School site.
- c. The initial term of the charter shall be five (5) years commencing August 15, 2006.
- d. For the first year of operation only (*i.e.*, the 2007-2008 school year), an admission preference shall be extended to students who were enrolled in the former Clarksburg Elementary School during the 2005-2006 school year.
- e. The District shall serve as the local education agency ("LEA") for special education purposes, and the charter school shall be considered a public school of the District for special education purposes. The District shall retain the special education funds received through the SELPA for District-wide enrollment (including charter school enrollment). The District shall provide special education instruction and related services to the students of the charter school in the same manner as would be provided to the students of any other school of the District. The charter school shall pay a pro-rata share of the District-wide general fund encroachment of special education costs and other costs as mutually agreed by the parties. The calculation of the pro-rata share of the District-wide general fund encroachment of special education costs, other shared costs as mutually agreed by the parties, and the respective responsibilities of the parties for the provision of special education services shall be set forth with more particularity in a memorandum of understanding ("MOU") between the District and Friends Of Clarksburg Schools, Inc.
- f. The charter school may contract with the District to provide transportation for in-District students attending the charter school, within District determined bus routes. The

cost for such services shall be agreed upon in an MOU between the District and the Friends Of Clarksburg Schools, Inc.

g. The charter school may contract with the District for food services. The cost of such service shall be agreed upon in a MOU between the District and Friends Of Clarksburg Schools, Inc.

h. The charter school and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the charter school for development of the charter school and future growth of the public school facilities.

i. The charter school may contract with the District to provide additional administrative services (*i.e.*, payroll, attendance accounting, curriculum support, etc.). The cost of such service shall be agreed upon in an MOU between the District and Friends Of Clarksburg Schools, Inc.

j. The charter school and the District agree to cooperate in the development of an outreach plan to attract pupils to the charter school from areas outside of the District, subject to the enrollment preferences and admission procedures of the charter and applicable law.

k. The District retains all of its rights under the Charter Schools Act (Ed. Code §§ 47600, *et seq.*), including but not limited to: appoint a representative to the Friends Of Clarksburg Schools, Inc. Board of Directors; make reasonable requests of the charter school and Friends Of Clarksburg Schools, Inc. and receive a prompt response; exercise oversight of the charter school and Friends Of Clarksburg Schools, Inc.; receive the fiscal reports and other reports from the charter school and Friends Of Clarksburg Schools, Inc.; inspect and/or observe the charter school and Friends Of Clarksburg Schools, Inc. at any time; and revoke the charter, in accordance with the criteria and procedures of Education Code Section 47607 and in accordance with subparagraph "s" below.

l. The charter school shall document enrollment projections which shall at least include the following information: parent/guardian/caregiver name; student name; student address; current school of attendance; current school district of attendance; birth date; entering grade for the following school year; and parent/guardian/caregiver signature.

m. The charter school shall pay the District a specified portion of the revenue of the charter school for the actual costs of supervisorial oversight, as authorized by law. The specific rate and payment schedule shall be agreed upon in an MOU between the District and Friends Of Clarksburg Schools, Inc.

n. The charter school governing board shall be the Board of Directors of the Friends Of Clarksburg Schools, Inc. The Friends Of Clarksburg Schools, Inc. will endeavor to appoint representatives from other communities in the North Area of the District (*e.g.*, Courtland and Walnut Grove) to the governing board of the charter school. Notwithstanding any rule, regulation, provision, or bylaw to the contrary, the Friends Of Clarksburg Schools, Inc. and its Board of Directors shall at all times and in all respects comply with the Ralph M. Brown Act, the Public Records Act, and applicable conflict of interests laws generally applicable to public agencies, including but not limited to Government Code section 1090 and the Fair Political

Practices Act, and Corporations Code requirements. The Parties disagree as to the application of Government Code Section 1090 to a Charter School. Friends of Clarksburg Schools, Inc. shall comply with Section 1090 except as would prohibit an employee from serving as a member of the Board of Friends of Clarksburg Schools. In the event that the State Board of Education adopts regulations that clarify the conflicts of interest requirements applicable to a charter school, Friends of Clarksburg Schools, Inc., shall comply with those regulations as the prevailing authority governing conflicts of interests in charter schools. In the event of a conflict between the corporate bylaws of Friends Of Clarksburg Schools, Inc. and any provision of the charter or an MOU with the District, the charter or MOU shall prevail, in that order of priority.

o. The charter school may, at its sole discretion, elect to be direct funded.

p. The charter school may request and the District shall consider expanding the grade level configuration of the charter school through twelfth grade, subject to final review and approval of the District Board of Trustees.

q. No later than July 1 of each year, beginning in 2007, the charter school shall provide the District proof of employment of at least one (1) appropriately credentialed, "highly qualified" full-time equivalent teacher for each twenty-five (25) pupils of projected enrollment for that school year, unless an alternative grade level or class configuration is mutually agreed upon by the Parties. The charter school agrees to employ teachers according to the applicable "highly qualified" criteria in federal and state law. The District reserves the right to review charter school hiring decisions to ensure compliance with applicable federal and state mandates regarding highly qualified teachers and to determine whether a teacher is deemed to be appropriately credentialed and "highly qualified."

r. The charter school and the District shall commit to joint use of Clarksburg Middle School facilities in coordination with the District's middle and high school programs. The District agrees to provide facilities to the charter school in accordance with Education Code section 47614 and its implementing regulations for District resident pupils in accordance with the geographic restrictions described in subparagraph "b", above. The particular schedule and terms of such joint use and the District's provision of facilities to the Charter School shall be agreed upon in an MOU between the District and Friends Of Clarksburg Schools, Inc.

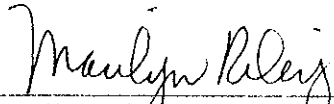
s. The District and Friends Of Clarksburg Schools, Inc. agree that the dispute resolution procedure set forth in the charter shall not apply to revocation of the charter. The District and Friends Of Clarksburg Schools, Inc. shall mutually agree in a MOU between the District and Friends of Clarksburg Schools, Inc to a separate and reasonably expeditious process, consistent with Education Code Section 47607, in the event the District determines revocation of the charter is warranted. At a minimum, the "reasonably expeditious process" shall include an initial meeting, prior to the District issuing a Notice to Cure held between: (1) the District Superintendent and, at the District's discretion, a member or members of the District Board and/or other participants, and (2) the Charter School Principal and, at the Charter School's discretion, a member or members of the Friends of Clarksburg, Inc. and/or other participants.

t. The District and Friends Of Clarksburg Schools, Inc. agree to cooperate to review and revise the proposed charter and any other pertinent documents as necessary or appropriate to give full force and effect to these subparagraphs "a" through "t", herein.

PASSED AND ADOPTED on August 15, 2006 by the Board of Trustees of the River Delta Unified School District, County of Sacramento, State of California, by following vote:

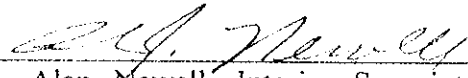
AYES: 7
NOES: 0
ABSTENTION: 0
ABSENT: 0

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 53a adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.




Marilyn Riley, Clerk of the Board of Trustees

ATTESTED:



Dr. Alan Newell, Interim Superintendent and Secretary of the Board of Trustees of the River Delta Unified School District

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL
BY: 
RIVER DELTA UNIFIED SCHOOL DISTRICT