



ARISE High School

Board Meeting

Amended on June 14, 2022 at 3:54 PM PDT

Date and Time

Tuesday June 14, 2022 at 6:00 PM PDT

Location

<https://us06web.zoom.us/j/87519437044>

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Record Attendance		Ana Gomez	1 m
B. Call the Meeting to Order		Ana Gomez	1 m
II. Public Comment			
III. Consent Calendar			6:02 PM
A. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency	Vote	Ana Gomez	1 m
“Board findings pursuant to Government Code Section 54953(e)			
The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.”			
B. Approve Minutes (May 10, 2022)	Approve Minutes	Maria Arechiga	3 m

	Purpose	Presenter	Time
C. Approve Check Registers (April 2022)			
D. Approve Minutes (Board Retreat 5/20/22)	Approve Minutes	Ana Gomez	2 m
E. LCAP Approval	Vote	Karla Gandiaga	1 m
F. 22-23 ARISE Calendar	Vote	Karla Gandiaga	2 m
G. Staff Handbook	Vote	Karla Gandiaga	2 m
H. Student and Family Handbook	Vote	Karla Gandiaga	2 m
I. HR and Leadership Consulting Agreement	Vote	Karla Gandiaga	5 m
J. EPA Resolution	Vote		1 m
K. Local Indicators 22-23	Vote		1 m
L. ARISE Board Bylaws	Vote		
M. Approve Minutes	Approve Minutes		5 m
Approve minutes for January Governance Meeting on January 28, 2022			
N. Approve Minutes	Approve Minutes		5 m
Approve minutes for April Board Meeting on April 20, 2021			
O. EdTec Contract 22-23	Vote		
IV. Head of School Items			6:32 PM
A. Head of School Update	Discuss	Karla Gandiaga	20 m
22-23 School Goals			
22-23 Head of School Goals			
Hiring			
V. Governance Update			6:52 PM
A. Governance Update	FYI	Dave Bryson	5 m
B. Head of School Compensation	Vote	Dave Bryson	5 m
C. ARISE Board Calendar 22-23	Vote	Ana Gomez	5 m
VI. Finance Update			7:07 PM
A. 22-23 Budget	Vote	Dave Bryson	20 m
B. Line of Credit	Vote	Dave Bryson	5 m
VII. Academic Excellence Committee Update			7:32 PM
A. Academic Excellence Committee Update	Discuss	Gabi Netter	15 m

	Purpose	Presenter	Time
VIII. Closed Session			7:47 PM
A. Employee Evaluation	Discuss	Ana Gomez	30 m
IX. Closing Items			8:17 PM
A. Adjourn Meeting	Vote		

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted at the meeting site and the legislative body’s website, if applicable, 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body’s website, if applicable, 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least a majority of board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board’s presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.

Cover Sheet

Approve Minutes (May 10, 2022)

Section: III. Consent Calendar
Item: B. Approve Minutes (May 10, 2022)
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on May 11, 2022

APPROVED



ARISE High School

Minutes

Board Meeting

Date and Time

Wednesday May 11, 2022 at 6:00 PM

Location

Join Zoom Meeting
<https://us06web.zoom.us/j/98440054147>
Meeting ID: 984 4005 4147
One tap mobile
+16699006833,,98440054147# US (San Jose)
+13462487799,,98440054147# US (Houston)

Directors Present

A. Gomez (remote), D. Bryson (remote), D. Meister (remote), G. Netter (remote), J. Obbard (remote), R. Garcia (remote)

Directors Absent

M. Arechiga

Guests Present

melissa@arisehighschool.org (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Gomez called a meeting of the board of directors of ARISE High School to order on Wednesday May 11, 2022 at 6:02 PM.

II. Consent Calendar

A.

Approval of Board Findings Relating to Teleconference Meetings During State of Emergency

R. Garcia made a motion to approve.
J. Obbard seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Approve Minutes (April 19, 2022)

R. Garcia made a motion to approve the minutes from Board Meeting on 04-19-22.
J. Obbard seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Approve Check Registers (March 2022)

R. Garcia made a motion to approve.
J. Obbard seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Committee on Assignment Credentialing

R. Garcia made a motion to approve.
J. Obbard seconded the motion.
The board **VOTED** unanimously to approve the motion.

III. ARISE Update

A. College and Career Update

College and career team shared strengths & areas of improvement from this year including in college and career support, education, and partnerships. Shared data on college application completion, four year acceptance rate, FAFSA & CADA application completion, A-G completion

IV. LCAP Public Hearing

A. LCAP Public Hearing

Head of school presented overview of requirements, LCAP annual update, progress toward goals, and 22-23 LCAP draft. Discussed strengths, needs, and suggestions on the LCAP.

V. Governance Update

A. Board Transitions

Acknowledge departing board member Gihani Fernando

B. Vote on Board Candidates

J. Obbard made a motion to approve Melissa Iglesias joining the ARISE board.
R. Garcia seconded the motion.
The board **VOTED** unanimously to approve the motion.
D. Meister made a motion to approve Jorge Lopez joining the ARISE board.
J. Obbard seconded the motion.
The board **VOTED** unanimously to approve the motion.

VI. Finance Update

A. EdTec Presentation

EdTec team shared monthly finance update including forecast update, fund balance, and cash flow projection.

VII. Academic Excellence Committee Update

A. Academic Excellence Committee Update

No updates. EOY data and goals to be shared in June

VIII. Board Retreat

A. Board Retreat Details

Julie Obbard shared details of May 20 board retreat.

IX. Closed Session

A. Head of School Performance Evaluation

no action taken

X. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:18 PM.

Respectfully Submitted,
G. Netter

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least a majority of board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.


FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.

Cover Sheet

Approve Check Registers (April 2022)

Section: III. Consent Calendar
Item: C. Approve Check Registers (April 2022)
Purpose:
Submitted by:
Related Material: ARISE April 2022 Combined Board Check Register.pdf

Combined Board Check Register								
School:		ARISE						
Month:		April 2022						
						Total Paid By Check:	\$ 368,007.57	
						Total Paid By Credit Card:	\$ -	
Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount		
Check	32104	Fruitvale Development Corporation	4/4/2022	Bill #April 2022--Monthly Rent - April 2022		\$ 69,220.06		
Check	32105	Edtec, Inc.	4/12/2022	Bill #23899--A. Weinstein K. Williams S. Tesoro J. Reyes K. Asmussen - February 2022 Svcs & UPS Postage Charge Bill #23651--J. Reyes K. Asmussen & E. Hurdus - January 2022 Svcs & UPS Postage Charge Bill #23755--EdTec Monthly Back Office Service - March 2022		\$ 17,809.48		
Check	32106	AT&T	4/12/2022	Bill #030622--Internet services due by 03/27/22 Journal #ARIS566--	Voided	\$ -		
Check	32107	Armando Aguilar	4/12/2022	Bill #5--Cleaning Services: 03/07 - 03/11/22 Bill #6--Cleaning Services: 03/12 - 03/18/22		\$ 3,000.00		
Check	32108	Attitudinal Healing Connection, Inc.	4/12/2022	Bill #AHS22-01--Contracted Svcs Bill #AHS22-02--Contracted Svcs		\$ 5,000.00		
Check	32109	Barnes & Noble	4/12/2022	Bill #4230452--Books & Supplies Bill #4233084--Books & Supplies		\$ 508.87		
Check	32110	Alex Francois	4/12/2022	Bill #032222--Reimb: Livescan for Enrichment Instructor		\$ 72.00		
Check	32111	Trevor Gardner	4/12/2022	Bill #032222--Reimb: Gas Ukiah Trip & Ukiah Trip Portable		\$ 417.55		
Check	32112	Get Empowered	4/12/2022	Bill #ARISE0222--Afterschool Club theme: Spowen Word: 01/19 - 05/04/22		\$ 1,400.00		
Check	32113	Growing Together	4/12/2022	Bill #031422--Spring Immersion Course: Jan to Mar '22		\$ 2,800.00		
Check	32114	Hugo's Key & Lock	4/12/2022	Bill #7350--Svc; Repairs and Maintenance		\$ 365.91		
Check	32115	Mission Bit	4/12/2022	Bill #31722--Spring in-Person Workshops (Balance due)		\$ 900.00		
Check	32116	Niroga Institute	4/12/2022	Bill #3988--Dynamic Mindfulness Yoga Class: 03/11/22		\$ 1,500.00		
Check	32117	Maria Prado	4/12/2022	Bill #032222--Reimb: Advisory Retreat		\$ 308.00		
Check	32118	Seneca Family of Agencies	4/12/2022	Bill #83ARISE-FEB22--Services: February 2022		\$ 2,666.67		
Check	32119	Shelterwerk	4/12/2022	Bill #2943--Billable Time & Senior D/A (2021 Rate)		\$ 121.12		

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	32120	Kim Shotiveyaratana	4/12/2022	Bill #032222--Reimb: Monthly Parking		\$ 124.40
Check	32121	Zoom Video Communications Inc.	4/12/2022	Bill #INV136097019--Cloud Recording 500 GB: 03/02 - 04/01/22 Bill #INV131186100--Cloud Recording 500 GB: 02/02 - 03/01/22		\$ 215.00
Check	32122	Blaisdell's Business Products	4/12/2022	Bill #1693790-0--Materials & Supplies		\$ 822.64
Check	32123	Pedro Castellanos	4/12/2022	Bill #71--Installation of Complete Water Heater: 03/07/22		\$ 1,600.00
Check	32124	City of Oakland	4/12/2022	Bill #FA-57575--Carmen Flores Soccer Field: 03/25 - 06/03/22		\$ 400.00
Check	32125	Robyn Collignon	4/12/2022	Bill #031522--Reimb: Advisory Retreat Food		\$ 306.01
Check	32126	Comcast 3410	4/12/2022	Bill #142002014--Recurring Charges due by 04/01/22		\$ 720.14
Check	32127	Comcast	4/12/2022	Bill #141321772--Recurring Charges due by 04/01/22		\$ 320.98
Check	32128	Melissa Fully	4/12/2022	Bill #031522--Reimb: Advisory Retreat Donuts		\$ 16.75
Check	32129	MRC Smart Technology Solutions, Inc.	4/12/2022	Bill #IN2512633--Staple Cartridge Booklet Maker		\$ 259.09
Check	32130	Velia Navarro	4/12/2022	Bill #031522--Reimb: Advisory Retreat Food		\$ 127.19
Check	32131	Oakland Public Education Fund	4/12/2022	Bill #INV-001486--Media Programming (Design) Q2		\$ 2,900.00
Check	32132	Ben Rosen	4/12/2022	Bill #031522--Reimb: Professional Development		\$ 895.00
Check	32133	T-Mobile	4/12/2022	Bill #030222--Phone Charges: 02/02 - 03/01/22 & Adjustments		\$ 860.67
Check	32134	John Warren	4/12/2022	Bill #031522--Reimb: Monthly Bart Parking		\$ 124.40
Check	32135	Graham Woolley	4/12/2022	Bill #031522--Reimb: Advisory Retreat & Instructional Materials		\$ 421.26
Check	32136	Xerox Financial Services	4/12/2022	Bill #3125323--Lease Payment: 02/28 - 03/29/22 & Late Fee		\$ 1,953.59
Check	32137	Curative Inc	4/12/2022	Bill #INV1277--CV2 Covid Testing		\$ 25,405.00
Check	32138	Touchstone Climbing, Inc.	4/13/2022	Bill #201--ARISE Climbing Camp		\$ 500.00
Check	32139	Brenda Aguilar	4/21/2022	Bill #041922--Reimb: Food During Conference Trip		\$ 68.84
Check	32140	Amazon Capital Services, Inc.	4/21/2022	Bill #1XY6-4LKQ-P3VH--Supplies		\$ 5,514.51
Check	32141	Barnes & Noble	4/21/2022	Bill #4239822--Books & Supplies Bill #4240230--Books & Supplies		\$ 65.82
Check	32142	Sidney Barnhisel	4/21/2022	Bill #041522--Reimb: Monthly Parking Bill #041422--Reimb: Monthly Parking Oct 21 - March ' 22		\$ 871.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	32143	Arianna Caplan	4/21/2022	Bill #032822--Reimb: Staff Birthday Cake & Livescan		\$ 220.98
Check	32144	Armando Castro	4/21/2022	Bill #032822--Reimb: Girls Soccer Team Items		\$ 125.12
Check	32145	Comcast 3410	4/21/2022	Bill #144051497--Recurring Charges due by 05/01/22		\$ 720.14
Check	32146	COMCAST	4/21/2022	Bill #032522--Phone Svc: 03/30 - 04/29/22		\$ 289.07
Check	32147	Comcast	4/21/2022	Bill #142846735--Recurring Charges due by 05/01/22		\$ 320.31
Check	32148	Evan Bass of DNE Events	4/21/2022	Bill #271--Prom Photobooth Balance		\$ 850.00
Check	32149	Domain Listings, LLC	4/21/2022	Bill #242-1848--Annual Website Domain Listing : 05/15/22 - 05/14/23		\$ 288.00
Check	32150	Douglas Parking, LLC	4/21/2022	Bill #785721--Monthly Parking Fee: 04/01/22		\$ 1,873.67
Check	32151	Edtec, Inc.	4/21/2022	Bill #24002--EdTec Monthly Data Service - April 2022		\$ 13,916.67
Check	32152	Melissa Fully	4/21/2022	Bill #041522--Reimb: Dirt Prizes		\$ 203.60
Check	32153	Hip Hop for Change	4/21/2022	Bill #1000109--Hip hop for change - Rap Songwriting Graffiti Art		\$ 4,500.00
Check	32154	Jostens	4/21/2022	Bill #28196401--Cover Black & Packaging Handling and Delivery		\$ 981.27
Check	32155	Kaiser Foundation Health Plan, Inc.	4/21/2022	Bill #May 2022--Insurance Premium: May 2022 & Adjustments		\$ 35,565.36
Check	32156	McQuillen Technical Consulting, LLC	4/21/2022	Bill #4631--Technology Svc: 03/02 - 04/01/22		\$ 3,264.00
Check	32157	MRC Smart Technology Solutions, Inc.	4/21/2022	Bill #IN2549287--Xerox (XPL) Canon		\$ 259.09
Check	32158	Nasco Education	4/21/2022	Bill #249937--Chemical Properties & Periodic Table Metals		\$ 533.39
Check	32159	Christina Nixon	4/21/2022	Bill #032822--Reimb: Monthly Parking & Advisory Retreat		\$ 453.20
Check	32160	NWEA	4/21/2022	Bill #67693--MAP Growth K-12		\$ 5,250.00
Check	32161	Eli Pleaner	4/21/2022	Bill #041122--Reimb: Livescan		\$ 65.00
Check	32162	Radhika Rao	4/21/2022	Bill #001--Substitute Teaching: 03/30/22		\$ 120.00
Check	32163	Ben Rosen	4/21/2022	Bill #032822--Reimb: Backpacking Trip Van Rental & Gas		\$ 623.04
Check	32164	Alejandra Sanchez	4/21/2022	Bill #041122--Reimb: Backpacking Trip Gas		\$ 36.87
Check	32165	Seneca Family of Agencies	4/21/2022	Bill #83ARISE-MAR22--Services: March 2022		\$ 2,666.67
Check	32166	Skate Like a Girl	4/21/2022	Bill #2--Skate Classes: 03/23 - 05/04/22		\$ 1,800.00
Check	32167	Speed Power Strength	4/21/2022	Bill #032822--Arise High School Enrichment Program 50% Balance		\$ 1,400.00
Check	32168	Squads Abroad	4/21/2022	Bill #SA140122-2--Installment#2of2: Educational Services: Public Health in the Developing World		\$ 1,500.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	32169	Staples	4/21/2022	Bill #3504503854--Materials & Supplies Bill #3504503860--Materials & Supplies Bill #3504503849--Materials & Supplies Bill #3504503851--Supplies		\$ 3,913.91
Check	32170	Carlos Suarez	4/21/2022	Bill #032822--Reimb: Advisory Retreat & Udiah Trip		\$ 627.00
Check	32171	Jamen Suter-Donaldson	4/21/2022	Bill #041222--Reimb: Photography Enrichment Bill #041122--Reimb: Professional Development Transportation Bill #041522--Reimb: Chicago Conference Airbnb Bill #041522A--Reimb: Enrichment Rockstars Pizza		\$ 2,961.51
Check	32172	T-Mobile	4/21/2022	Bill #040222--Phone Charges: 03/02 - 04/01/22		\$ 909.00
Check	32173	T-Mobile	4/21/2022	Bill #032122--Monthly service charge: 02/21 - 03/20/22		\$ 28.85
Check	32174	Ma. Dolores Rosales	4/21/2022	Bill #3065473--Food Supplies: 12/09/21 - 01/25/22		\$ 400.00
Check	32175	The Advantage Group	4/21/2022	Bill #140694--Flex Administration Fee & Processing Fees: March 2022		\$ 188.00
Check	32176	Trips for Kids Marin	4/21/2022	Bill #63251--Ride Fee		\$ 700.00
Check	32177	Regents of the University of California	4/21/2022	Bill #SCCQ000057--Continuing Ed Income Fund: 02/02 - 04/20/22		\$ 2,100.00
Check	32178	United Coach Tours	4/21/2022	Bill #17894LF--30 Passenger Minibus & Service Fee		\$ 3,240.00
Check	32179	John Warren	4/21/2022	Bill #041122--Reimb: Monthly Parking		\$ 124.40
Check	32180	Xerox Financial Services	4/21/2022	Bill #3055807--Lease Payment: 01/21 - 02/20/22 + Late fee Bill #3166300--Lease Payment: 03/21 - 04/20/22 + Late fee		\$ 100.72
Check	32181	Xerox Financial Services	4/21/2022	Bill #3180656--Lease Payment: 03/28 - 04/29/22 & Late Fee		\$ 1,953.59
Check	32182	Xerox Financial Services	4/21/2022	Bill #3176178--Lease Payment: 03/27 - 04/26/22		\$ 3,117.94
Check	32183	Young, Minney & Corr, LLP	4/21/2022	Bill #75974--Services Through: 03/31/22		\$ 771.93
Check	32184	Youth Passageways	4/21/2022	Bill #15283--Ever Forward Club 2021/2022		\$ 1,875.00
Check	32185	Zoom Video Communications Inc.	4/21/2022	Bill #INV141268767--Cloud Recording 500 GB: 04/02 - 05/01/22		\$ 107.50
Check	32186	Oakland Scottish Rite Center	4/22/2022	Bill #6202--Graduation Venue		\$ 10,090.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	32187	Principal Life Insurance Company, Inc.	4/25/2022	Bill #041622--Acct #1113448-10001; Insurance Premium: May 2022 Bill #031722--Acct #1113448-10001; Insurance Premium: April 2022		\$ 7,637.95
Check	32188	Fruitvale Development Corporation	4/27/2022	Bill #May 2022--Monthly Rent - May 2022		\$ 69,220.06
Check	DB040122	Transamerica, Inc.	4/1/2022	DB040122 - Transamerica, Inc. (401k) - ACH LOAN PAYMENT		\$ 713.43
Check	DB040222	Indeed	4/2/2022	DB040222 - INDEED -		\$ 309.00
Check	DB040222A	Patreon	4/2/2022	DB040222A - Patreon - FRAUD		\$ 3.00
Check	DB040422	Capital Impact Partners	4/4/2022	DB040422 - CIP - ACH LOAN PAYMENT		\$ 16,260.90
Check	DB040422A	Microsoft Corporation	4/4/2022	DB040422A - Microsoft (MSFT) -		\$ 119.25
Check	DB040722	Zendesk	4/7/2022	DB040722 - ZENDESK -		\$ 1.00
Check	DB040822	Spotify	4/8/2022	DB040822 - Spotify - FRAUD		\$ 15.99
Check	DB041122	NACRJ Conference	4/11/2022	DB041122 - NACRJ Conference -		\$ 575.00
Check	DB041122A	NACRJ Conference	4/11/2022	DB041122A - NACRJ Conference -		\$ 575.00
Check	DB041122B	NACRJ Conference	4/11/2022	DB041122B - NACRJ Conference -		\$ 575.00
Check	DB041222	Paypal	4/12/2022	DB041222 - Paypal - FRAUD		\$ 226.68
Check	DB041322	Paypal	4/13/2022	DB041322 - Paypal - FRAUD		\$ 206.10
Check	DB041422	AT&T	4/14/2022	DB041422 - AT&T (Acct#318956278) -		\$ 330.99
Check	DB041522	Paypal	4/15/2022	DB041522 - Paypal - FRAUD		\$ 206.10
Check	DB041522A	Paypal	4/15/2022	DB041522A - Paypal - FRAUD		\$ 206.10
Check	DB041522B	Paypal	4/15/2022	DB041522B - Paypal - FRAUD		\$ 206.10
Check	DB041522C	Central Gas	4/15/2022	DB041522C - Central Gas -		\$ 50.00
Check	DB041522D	Home Depot	4/15/2022	DB041522D - Home Depot -		\$ 12.38
Check	DB042022	Bart Rapid Transit	4/20/2022	DB042022 - Bart Rapid Transit -		\$ 2,400.00
Check	DB042022A	Paypal	4/20/2022	DB042022A - Paypal - FRAUD		\$ 226.68
Check	DB042022B	Home Depot	4/20/2022	DB042022B - Home Depot -		\$ 16.25
Check	DB042122	Transamerica, Inc.	4/21/2022	DB042122 - Transamerica, Inc. (401k) - ACH LOAN PAYMENT		\$ 861.23
Check	DB042122A	Southwest Airlines (SWA)	4/21/2022	DB042122A - Southwest Airlines (SWA) -		\$ 571.97
Check	DB042122B	Southwest Airlines (SWA)	4/21/2022	DB042122B - Southwest Airlines (SWA) -		\$ 571.97
Check	DB042122C	Southwest Airlines (SWA)	4/21/2022	DB042122C - Southwest Airlines (SWA) -		\$ 571.97
Check	DB042122D	Comcast (DB)	4/21/2022	DB042122D - Comcast (DB) -		\$ 289.07
Check	DB042122E	Walgreens	4/21/2022	DB042122E - Walgreens - Enrichment Instructional Material		\$ 76.02
Check	DB042122F	Clipper Services	4/21/2022	DB042122F - Clipper Services -		\$ 50.00
Check	DB042122G	Clipper Services	4/21/2022	DB042122G - Clipper Services -		\$ 50.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	DB042522	Little Caesars	4/25/2022	DB042522 - Little Caesars -		\$ 34.25
Check	DB042722	Orbitz	4/27/2022	DB042722 - Orbitz -		\$ 529.68
Check	DB042722A	Montclair Photo	4/27/2022	DB042722A - Montclair Photo -		\$ 98.01
Check	DB042822	AC Transit	4/28/2022	DB042822 - AC Transit -		\$ 825.00
Check	DB042822A	Papa John's Pizza	4/28/2022	DB042822A - Papa John's Pizza -		\$ 99.16
Check	DB042922	AC Transit	4/29/2022	DB042922 - AC Transit -		\$ 275.00
Check	DB042922A	AC Transit	4/29/2022	DB042922A - AC Transit -		\$ 275.00
Check	DB042922B	Smart & Final	4/29/2022	DB042922B - Smart & Final -		\$ 71.27
Check	DB042922C	Smart & Final	4/29/2022	DB042922C - Smart & Final -		\$ 6.99
Check	DB042922D	Oakland Park Met	4/29/2022	DB042922D - Oakland Park Met - No receipt		\$ 1.00
Check	DB043022	National Student Clearing House	4/30/2022	DB043022 - National Student Clearinghouse -		\$ 595.00
Check	DB043022A	CSU East Bay	4/30/2022	DB043022A - CSU East Bay -		\$ 110.00
Check	DB043022B	CSU East Bay	4/30/2022	DB043022B - CSU East Bay -		\$ 110.00
Check	DB043022C	In-N-Out Burger	4/30/2022	DB043022C - In-N-Out Burger -		\$ 69.43
Check	DB043022D	Clipper Services	4/30/2022	DB043022D - Clipper Services -		\$ 50.00
Check	DB043022E	Clipper Services	4/30/2022	DB043022E - Clipper Services -		\$ 50.00
Check	DB043022F	Clipper Services	4/30/2022	DB043022F - Clipper Services -		\$ 50.00
Check	DB043022G	CSU East Bay	4/30/2022	DB043022G - CSU East Bay -		\$ 2.92
Check	DB043022H	CSU East Bay	4/30/2022	DB043022H - CSU East Bay -		\$ 2.92
Check	- None -	Curative Inc	4/12/2022	Bill #INV1277--CV2_Covid Testing Journal #ARIS559--	Voided	\$ -
Check	- None -	Curative Inc	4/12/2022	Bill #INV1277--CV2_Covid Testing Journal #ARIS558--	Voided	\$ -

Cover Sheet

Approve Minutes (Board Retreat 5/20/22)

Section: III. Consent Calendar
Item: D. Approve Minutes (Board Retreat 5/20/22)
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Retreat on May 20, 2022

DRAFT



ARISE High School

Minutes

Board Retreat

Date and Time

Friday May 20, 2022 at 12:00 PM

Location

Oakland Public Library: César E. Chávez Branch
3301 E 12th St #271, Oakland, CA 94601

Directors Present

A. Gomez, D. Bryson, D. Meister (remote), G. Netter (remote), J. Lopez, J. Obbard, M. Arechiga, M. Iglesias, R. Garcia (remote)

Directors Absent

None

Directors who arrived after the meeting opened

D. Bryson, J. Lopez

Guests Present

K. Gandiaga, flopezruiz33@gmail.com (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Gomez called a meeting of the board of directors of ARISE High School to order on Friday May 20, 2022 at 12:31 PM.

II. Public Comment

A.

Public Comment

No Public Comment

III. Lunch & Welcome New Board Members

A. Board Member Exit (Gihani Fernando)

J. Obbard made a motion to Approve board member exits of Gihani Fernando and Razilee Tadeo.

M. Arechiga seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

M. Arechiga Aye
J. Obbard Aye
D. Meister Aye
J. Lopez Absent
R. Garcia Aye
D. Bryson Absent
M. Iglesias Aye
G. Netter Aye
A. Gomez Aye

B. New Board Member Voting

J. Obbard made a motion to Approve Frida Lopez as a new board member.

R. Garcia seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

D. Bryson Absent
G. Netter Aye
R. Garcia Aye
J. Obbard Aye
A. Gomez Aye
M. Iglesias Aye
D. Meister Aye
M. Arechiga Aye
J. Lopez Absent

C. Board Chair Voting

D. Meister made a motion to Approve Ana Gomez as board chair.

R. Garcia seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

J. Lopez Absent
D. Meister Aye
M. Arechiga Aye
A. Gomez Abstain
D. Bryson Absent
G. Netter Aye
R. Garcia Aye
J. Obbard Aye
M. Iglesias Aye

D.

Lunch & Welcome New Board Members

IV. Student & Teacher Panel

A. Student & Teacher Panel

Karla Gandiaga facilitated a student panel of current ARISE students. Students shared about their experience at ARISE and suggestions on things that could improve ARISE. Board members also had an opportunity to ask students questions. Ana Gomez facilitated an ARISE teacher panel and board members had an opportunity to ask questions.

V. Year in Review & 2022-23 Goals

A. Year in Review & Goals for 2022-23

Karla Gandiaga provided a review of the 2021-2022 school year focusing on operations, instruction and student support and culture including: COVID response, facilities, 4x4 schedule, EL program, protected PD time during the school day, academic mentors program expansion, enrichment program, restorative justice team. Karla also presented things to look forward to including: having more experienced staff, new student orientation, family engagement, grant writing and marketing.

D. Bryson arrived.

VI. Board Reflections

A. Understanding our role as Board Members in SY 2022-23

Romeo Garcia, Melissa Iglesias, and Arianna Caplan presented on the history and timeline of ARISE high school providing context for board members. Ana Gomez presented on the role of board members in the 2022-2023 school year and committee chairs presented on the successes of the 21-22 school year and recommendations for the 22-23 school year.

J. Lopez arrived.

B. Board Self-Assessment Review

Deborah Meister led the board through a review of the board assessment during which board members did individual reflection, pair discussion and group discussion.

VII. Oakland School Landscape

A. Oakland School Landscape

Item removed from agenda.

VIII. Closing Items

A. Closing Debrief and Reflections

Ana Gomez led team in a reflection and requested feedback on the meeting.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:50 PM.

Respectfully Submitted,
A. Gomez

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least a majority of board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.

Cover Sheet

LCAP Approval

Section:	III. Consent Calendar
Item:	E. LCAP Approval
Purpose:	Vote
Submitted by:	
Related Material:	ARISE_LCAP_2022.pdf

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: ARISE High School

CDS Code: 1612590115238

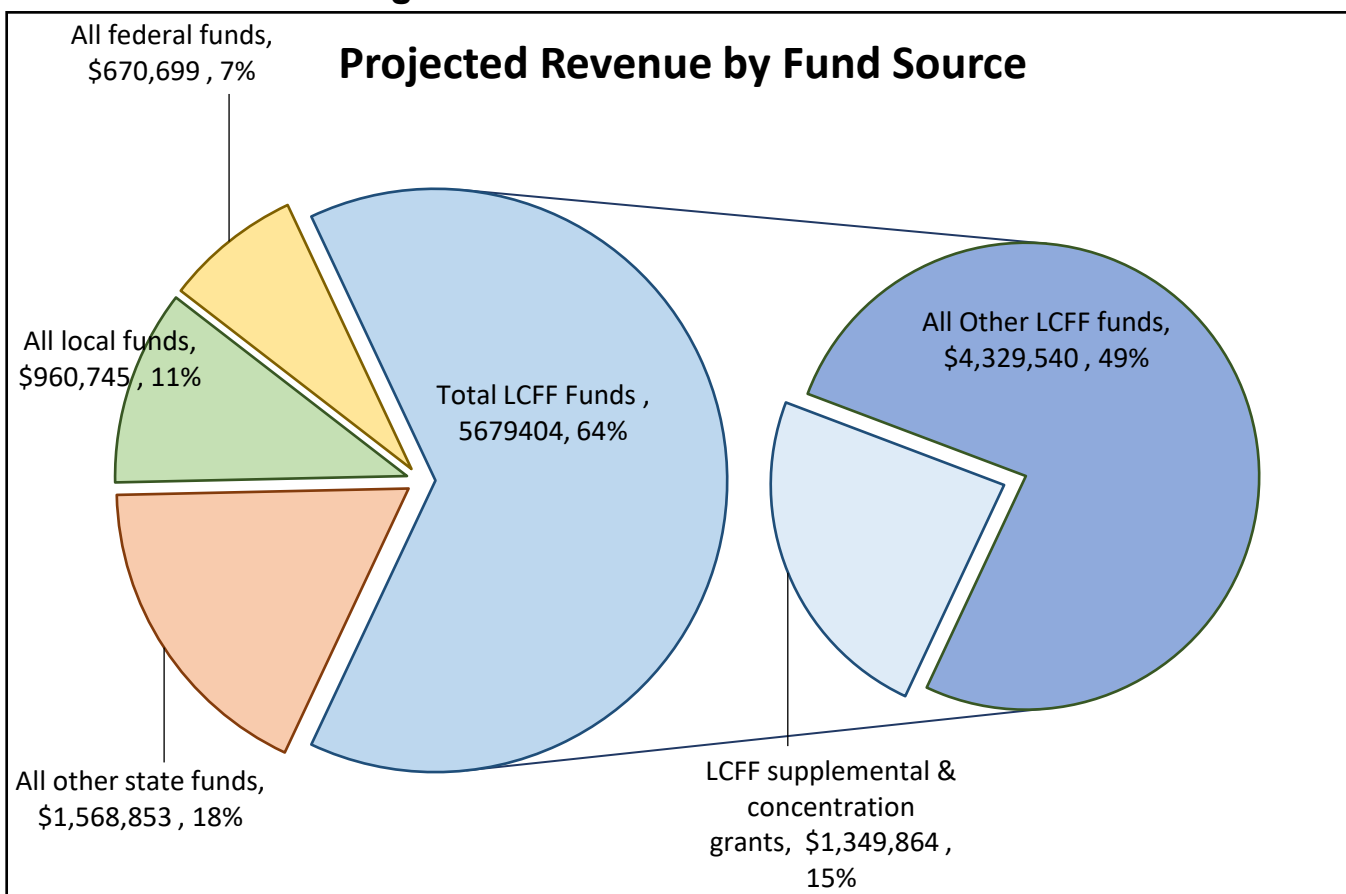
School Year: 2022 – 23

LEA contact information: Karla Gandiagakarla@arisehighschool.org 510.436.5487

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2022 – 23 School Year

Projected Revenue by Fund Source

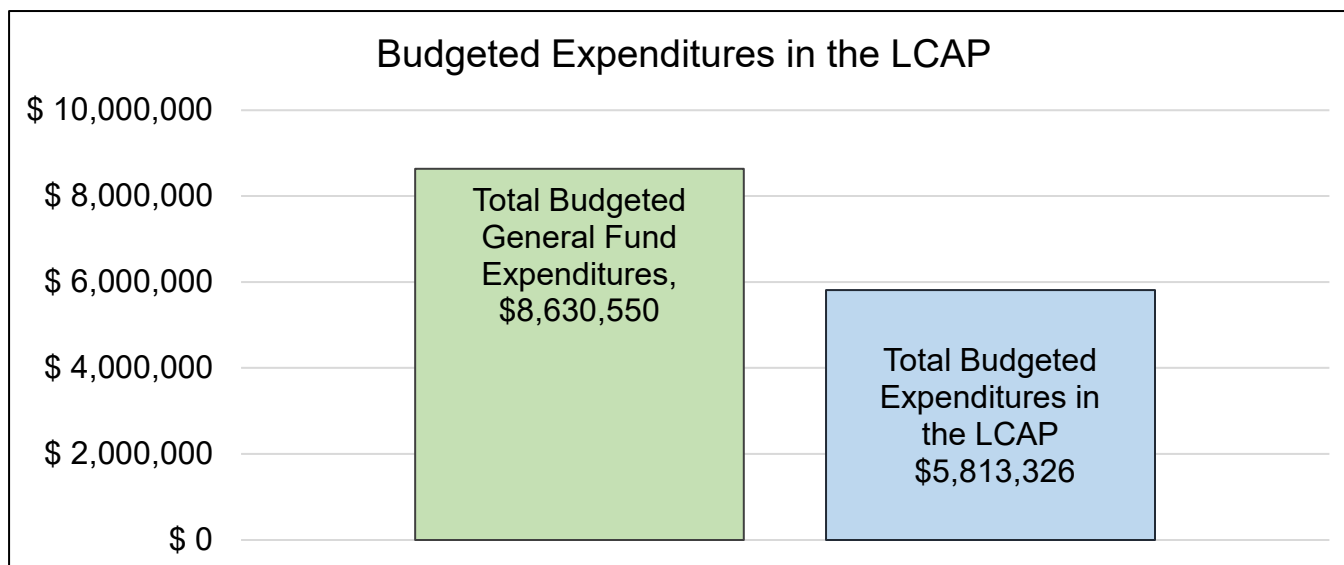


This chart shows the total general purpose revenue ARISE High School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for ARISE High School is \$8,879,701.00, of which \$5,679,404.00 is Local Control Funding Formula (LCFF), \$1,568,853.00 is other state funds, \$960,745.00 is local funds, and \$670,699.00 is federal funds. Of the \$5,679,404.00 in LCFF Funds, \$1,349,864.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much ARISE High School plans to spend for 2022 – 23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: ARISE High School plans to spend \$8,630,550.00 for the 2022 – 23 school year. Of that amount, \$5,813,326.00 is tied to actions/services in the LCAP and \$2,817,224.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

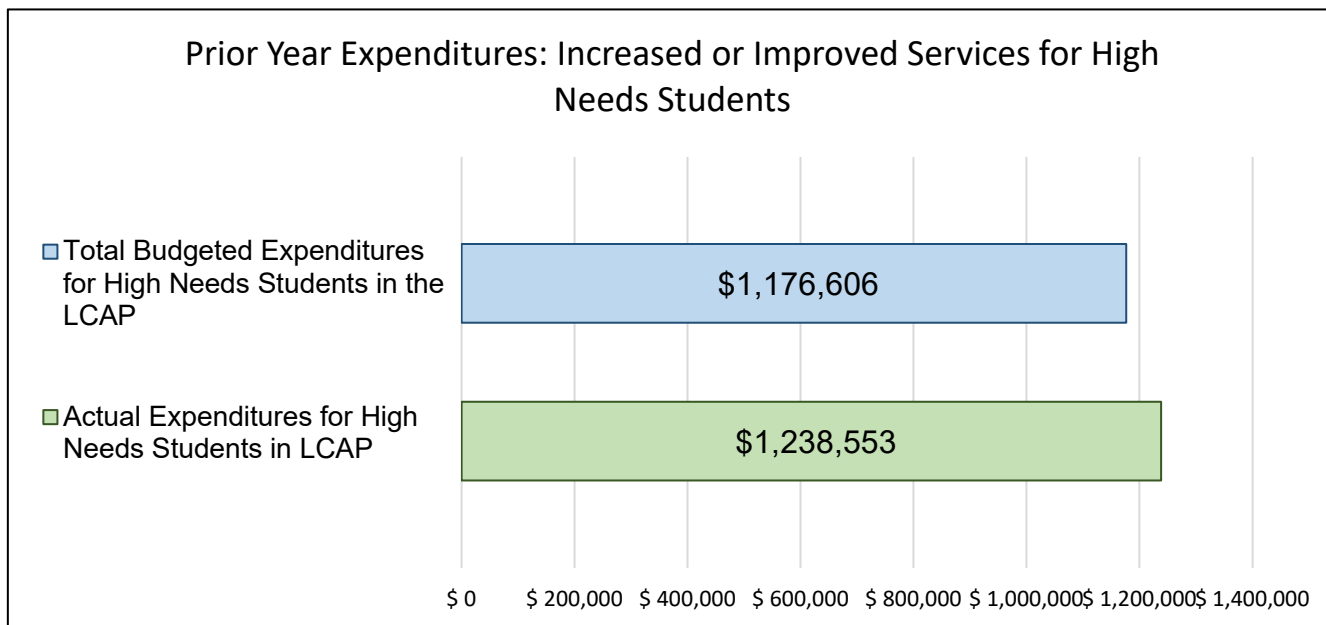
Business Services, Food Services, Postage, Equipment Leases, Depreciation, Interest, Legal and Oversight Fees

Increased or Improved Services for High Needs Students in the LCAP for the 2022 – 23 School Year

In 2022 – 23, ARISE High School is projecting it will receive \$1,349,864.00 based on the enrollment of foster youth, English learner, and low-income students. ARISE High School must describe how it intends to increase or improve services for high needs students in the LCAP. ARISE High School plans to spend \$1,388,000.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2021 – 22



This chart compares what ARISE High School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what ARISE High School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021 – 22, ARISE High School's LCAP budgeted \$1,176,606.00 for planned actions to increase or improve services for high needs students. ARISE High School actually spent \$1,238,553.00 for actions to increase or improve services for high needs students in 2021 – 22.

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
ARISE High School	Karla Gandiaga, Head of School	karla@arisehighschool.org 510.436.5487

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).

ARISE High School has a long-established foundational principle of meaningful educational partner engagement. These efforts were refined and improved through the Local Control and Accountability Plan (LCAP) development process. Details of how ARISE High School engaged its educational partners on the use of funds for this year throughout 2020-21 can be accessed in the 2021-22 Local Control and Accountability Plan here: <https://drive.google.com/file/d/1B749fJnMak5EmlR5DsxvvA48hl9bXtqZ/view> (p.6-7)

There were no additional funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan that normally would be included in the LCAP. The Cost-of-Living-Adjustment and additional concentration grant funding were included in the 2021-22 LCAP. Budget forecasts were reviewed in the 10/19/21 and 12/7/21 open public board meetings. The Educator Effectiveness Grant public hearing was held on 10/19/21 and approved at the open public board meeting on 12/7/2021.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

ARISE High School is a single school LEA, and the school has an enrollment of students who are low-income, English Learners, and/or foster youth that is greater than 55 percent. ARISE High School is using the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students by hiring additional teacher’s assistants to provide additional direct services to students through daily instructional support in their regular classrooms.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

ARISE High School has a long-established foundational principle of meaningful educational partner engagement. These efforts were refined and improved through the Local Control and Accountability Plan (LCAP) development process. The school's practices have been further enhanced during the pandemic as ARISE High School sought the input and feedback of its educational partner groups from the onset of the pandemic and continuing through the development of the Learning Continuity and Attendance Plan, the 2021-2022 LCAP, Expanded Learning Opportunities Grant and the ESSER III Expenditure Plan.

The following links and page numbers indicate how and when the LEA engaged its education partners in the use of funds received to support recovery for the COVID- 19 Pandemic.

- Local Control and Accountability Plan <https://drive.google.com/file/d/1B749fJnMak5EmlR5DsxvA48hl9bXtqZ/view> (p.6-7)
- ESSER III Expenditure Plan https://drive.google.com/file/d/1vE8Ak0o_ATygg4_ZbVPoOfOJHaqm7LWO/view (p.2)

The ESSER III Expenditure Plan was approved by the governing board at an open public meeting on 10/19/2021.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

ARISE High School is successfully implementing efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services as required by the federal American Rescue Plan Act with implementation of a robust set of safety protocols and practices including required face coverings, regular health screenings, regular cleaning and disinfection, increased ventilation, and referral of ill students and staff to health care providers for COVID-19 testing. As a result of this work and evidence of our **success**, the school did not have any school-based transmission prior to the Winter Break and has been able to provide continuity of services to the students. One **challenge** has been the additional staff time required to implement the health and safety protocols.

ARISE High School will implement the ESSER III expenditure plan actions beginning in the 2022-23 school year, and as such has no implementation or expenditure progress to report.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

ARISE High School is using the fiscal resources received for the 2021-22 school year with a specific focus on ensuring the academic and social emotional recovery of our students after spending a year or more in a distance learning format. The LCAP (Goal 1, Actions 1-9, p.10-14) prioritizes providing high-quality, standards-aligned instruction with specific supports for our highest need students. Based on our annual update reflections, the plan addresses learning loss through implementation of assessments and a multi-tiered system of academic supports (Goal 1, Action 9, p. 14).

Ensuring our students return to in-person instruction in the safest manner possible, while addressing their social emotional needs is also prioritized in the LCAP this year as outlined in the LCAP Health and Safety action (Goal 2, Action 4, p. 18-19) and the Social Emotional Learning action (Goal 2, Action 6, p.19).

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
ARISE High School	Karla Gandiaga, Head of School	karla@arisehighschool.org 510.436.5487

Plan Summary 2022-23

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The MISSION of ARISE High School is to empower ourselves with the skills, knowledge, and agency to become highly educated, humanizing, critically conscious, intellectual, and reflective leaders in our community. At ARISE we nurture, train, and discipline our school community to engage in a continuous practice of developing mind, heart, and body towards a VISION where we actively rise up. Agency and self-determination drive our struggle to improve our own material and social conditions towards a more healthy, equitable, and just society.

ARISE High School has been honored to serve the Oakland community for over 10 years and looks forward to continuing this service during our next charter term. The school was developed through a unique partnership with the Mills College School of Education, the Mills College TRIO Programs, Upward Bound, Oakland Community Organizations, and the Coalition of Essential Schools that sought to shift the discourse in urban education by challenging the traditional schooling model. Our founders, just as our staff today, believe that all children deserve a quality education that doesn't replicate inequitable and oppressive institutions. Instead, we've developed a rigorous, high engagement, and authentic learning experience for our students.

In 2017, ARISE became a Linked Learning Pathway with a theme of Public and Community Health for the People. Our pathway focuses on the four pillars of Linked Learning: Rigorous Academics, Career Technical Education, Work Based Learning, Individualized Student Support. The ARISE High School educational philosophy is rooted in educational research, our own original and innovative practices, and informed by an abolitionist and anti-racist framework, placing our students at the heart of all curricular and instructional design. We believe learning best occurs when students are fully engaged participants in a challenging college and career-prep curriculum that emphasizes knowledge of self, critical consciousness, and performance assessment. Furthermore, we believe this curriculum must be enacted in the context of a highly personalized and supportive environment, which provides wrap-around services through our families, teachers, socio-emotional counselors, college and career advisors, post secondary mentors, public health partners, and community members.

In 2020-21 ARISE High School served approximately 387 students in grades 9-12 preparing students from low-income families to be the first to attend college. Approximately 330 (85.8%) of our students qualify for free and reduced lunch; 79 (20.4%) students are English Learners; and 254 (66.1%) students are Redesignated Fluent English Proficient. In addition, about 44 (11.4%) students qualify for special education services. The LCFF Unduplicated percentage is approximately 88.29%. Approximately, 359 (92.8%) of ARISE's students identify as being Hispanic or Latino.

The purpose of this Local Control Accountability Plan (LCAP) is to address the School Plan for Student Achievement (SPSA) for ARISE high School which is the Schoolwide Program; herein referred to as the LCAP. The Charter School's plan is to effectively meet the ESSA Requirements in alignment with the LCAP and other federal, state and local programs. The plans included in the LCAP address these requirements to include focusing on three goals: ARISE students will be immersed in common-core, NGSS, CTE, and instruction which prepares students for college and career while emphasizing knowledge of self, humanizing love, and performance assessment. The ARISE community will nurture, train, and discipline our entire school to embody our core values of respect, persevere, build, and lead. Graduates of ARISE will be empowered to continue to become highly educated, critically conscious, and reflective leaders in college and career. The Charter School completed a comprehensive needs assessment of the entire school which included an analysis of verifiable state data and local performance data used to measure student outcomes as evidenced in the annual update portion of the LCAP. The needs assessment process included meeting parents, classified staff, teachers and administrators to identify areas of opportunity for the students and groups of students who are not achieving standard mastery and to identify strategies which will be implemented in the LCAP to address those areas of opportunity.

The identification of the process for evaluating and monitoring the implementation of the LCAP and the progress toward accomplishing the established goals will include discussing the actions and services with the use of supplemental funds at the school level through the Parent Advisory Council which will include parents of English Learners. The Parent Advisory Council will meet four times per year to inform the process. Parents, classified staff, certificated staff and an administrator will make up the council. The number of parents will exceed or be equal to the number of total staff members. The council will discuss academic performance, supplemental services and areas to make improvements with Title funds as part of the School Plan included in the LCAP conversations at the meeting in the fall and at the meeting in the spring. The teachers, staff, students and parents also participate in an annual survey which provides feedback on the goals and services. The teachers, staff and administrators actively participate in the decision making process throughout the year and during LCAP workshops. The decisions will take into account the needs of ARISE High School based on student achievement data to include SBAC, ELPAC, and interim assessment data such as NWEA MAP, cumulative assessments, and attendance and student demographic data to include the significant subgroups of Latino, Black or African American, White, socioeconomically disadvantaged, students with disabilities, and English Learners. This student achievement data and student demographic data will be used as a basis for making decisions about the use of supplemental federal funds and the development of policies on basic core services.

Each goal includes actions and services that address the needs of all students and significant subgroups which include evidence-based strategies that provide opportunities for all children, methods and instructional strategies, and particular focus on students at risk of not meeting the State academic standards.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

In this past year at ARISE we have built new classrooms, adapted to a pandemic, added fantastic new members to our staff, connected as a community at various events, celebrated a new class of graduates, and more. This plan was developed during the COVID-19 pandemic which caused school closures and disrupted state testing and local assessment activities. We therefore have less data available to measure and celebrate progress by.

We are immensely proud of our staff, students, and families, who all worked together to respond and adapt to the circumstances of the pandemic in order to continue to fully implement our program and return students safely to campus for in-person instruction. We are proud of the consistent educational partner engagement and close collaboration achieved by our parents, students, and staff in providing critical feedback and contributing to the ongoing planning required throughout the past year and prior years. We are proud to offer opportunities in Career Technical Education (CTE) and Work Based Learning. We are a Silver Certified Linked Learning school, and we have earned grants through CTE Innovation, K-12 Strong Workforce Grants, and other accolades and accomplishments.

We are proud of the sense of community we have developed and the supports we are able to provide for students. Our students, staff, and families have all communicated that they feel recognized, valued, supported, and heard throughout these difficult years. During this past year, we have implemented rigorous health and safety protocols including weekly rapid testing and continued masking in response to feedback from our partners. We have ensured that teacher professional development time is protected to ensure teachers can focus on their classroom instruction, instead of substituting or other concerns.

We have increased our mental health and wellness support. We have expanded our student support services team to include a graduate school therapy trainee to support with mental health referrals allowing us to provide therapy on site to a greater proportion of our student body. We have also integrated wellness and mental health curriculum into our weekly advisory lessons. 100% of students who were referred to our student support services team were screened and referred to support services when deemed appropriate. We have also developed a clinical training program that has the ability to create even more capacity for additional therapy support to be provided on campus in the future.

We have also identified that many of our students have academic support needs beyond our capacity to support as a significant number of our students begin high school behind grade level abilities in most subjects. As such, we have expanded our SPED team, and have brought on a Pathway Mentor and Tutoring Coordinator to develop a robust tutoring and mentoring program to connect our students to individualized academic supports.

The Academic Mentor program at ARISE exists to provide increased individual academic and social-emotional support for every student in every classroom while increasing teacher capacity to focus on excellent teaching and learning as defined by the ARISE Instructional Core. In the Fall of 2021 we expanded the Ac Mentor program so that each core class and many electives had an Ac Mentor for every period. We have one of the Academic Counselors coordinating the Ac Mentor program, and have also instituted Ac Mentor professional development in

topics such as warm demander, literacy, math, differentiation, IEP/504s, and how to best meet the needs of our students. We now have over 20 Ac Mentors in a variety of roles in the school.

What makes us most proud is the leadership and love that our students bring every day. They have organized and started the restorative student justice panel, redesigned the logo, helped design our learning model during the pandemic, organized marches for social justice, and have recently begun to amplify their voices and understand that at ARISE we need to they are the leaders that change this world to be fair to all. We are also proud to welcome back ARISE alumni serving as teacher assistants. Our Youth Truth student survey results demonstrate continuous growth in students' sense of connection to the school community. Students will continue to form strong connections with enrollment in four classes instead of six, enabling them to form a stronger relationship with teachers. This model also supports with teacher retention by decreasing the class load.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

The 2020 CA Dashboard was not produced due to lack of data in the midst of the pandemic, and therefore we are unable to identify needs related to those state indicators. The 2019 CA Dashboard data indicated Mathematics achievement as an acute area of need. We will continue to implement standards-based instruction in ELA and Math and utilize assessments to monitor progress and differentiate instruction and intervention. While math is clearly still an area of need, our 2021 CAASPP scores in Math did not decrease numerically as much as the scores in ELA, indicating that the work we are doing to support students in Mathematics has at least prevented further learning loss, even if it was not able to propel them in the distance learning environment. We began using a new math curriculum this year to support students in developing a conceptual understanding of mathematics, but need to continue professional development on use of this curriculum in order to maximize its effectiveness.

In response to our challenges with student engagement, last year we expanded our Student Engagement Committee and redesigned the model to consistently review students data and prioritize case management of students who were identified as high needs based on grades and attendance. Through this work, our case managers have identified a need for additional language support for many of our students. The vast majority of ARISE students are either Reclassified or English Learners, we have few students for whom English is their first language. As such, we have determined that a number of our students are missing key elements of instruction due to language barriers. This year we have partnered our students who recently arrived and have low English proficiency with a language support staff and added a Newcomer specific support class. Additionally, we would benefit from having someone who specializes in ELL support who can train our teachers in taking steps to make curriculum more accessible to all of our students, particularly those with low English proficiency, so we will hire an English Language Development coordinator to support teachers with designing lesson plans that support language acquisition and content knowledge development.

The great majority of ARISE students are either English Language Learners or students who were redesignated Fluent English Proficient over the course of their schooling. Because the feeder K-8 schools focus on reading as the priority in ELA instruction, many ARISE students arrive with relatively weak writing skills and are often unable to express their critical thinking in writing using academic or genre-specific vocabulary. The mission for ARISE is to empower students with knowledge, skills, and agency, and one of the most critical “Warrior Intellectual” skills is the ability to articulate an claim and put forward sufficient and compelling text-based evidence to defend one’s claim (critical thinking) and to be able to do so both verbally and in writing. We believe that if ARISE teachers across multiple content areas prioritize students’ ability to access and analyze complex text of multiple genres and use text-based evidence to support a written claim, students will be better prepared to be successful in college and career and to act as agents of change in their communities. All teachers (except Math teachers) are implementing the Literacy Priority plan that was developed to support achievement of this goal in their classrooms in 2021-22 and will continue to do so in 2022-23.

We have also identified a need with regular student attendance that has been exacerbated by the pandemic. To address this need, we will hire a staff person who is solely in charge of supporting students with regular attendance. Additionally, there are continued needs with regard to student mental health and cultivating school connectedness that we will continue to address through our School Culture and Social Emotional Learning actions.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

The 2021-24 LCAP provides our three-year plan for continued improvement and development. In 2022-23 we will continue the specific actions undertaken to address the varied academic and social-emotional needs of our students.

GOAL 1: ARISE students will be immersed in common-core, NGSS, CTE, and instruction which prepares students for college and career while emphasizing knowledge of self, humanizing love, and performance assessment. In terms of academic achievement and preparation for college and career (Goal 1), we will continue providing a comprehensive standards-aligned instructional program and intervention including Common Core State Standards, CA ELD Standards, Linked Learning, and CTE model standards with double math instruction and mastery-based instruction and grading. We will support our teachers through ongoing professional development targeting performance assessments and data driven instruction, CTE alignment, and culturally responsive practices. We will provide systemic English Language Development for our English learners and a comprehensive SPED program for our students with IEPs.

GOAL 2: The ARISE community will nurture, train, and discipline our entire school to embody our core values of respect, persevere, build, and lead. ARISE will promote a positive culture and climate (Goal 2) through implementation of a restorative justice model, attendance initiatives, activities and enrichment opportunities, social emotional learning, and family engagement. We will ensure a safe and well-maintained physical environment. We will provide wraparound services to support students in need.

GOAL 3: Graduates of ARISE will be empowered to continue to become highly educated, critically conscious, and reflective leaders in college and career. We will provide students with support and opportunities to prepare for college and career (Goal 3). We will integrate CTE public and community health pathway standards into courses, provide additional coursework in these areas, provide work based learning opportunities, and integrate college and career preparation throughout our program. Students will receive mentoring and college and career counseling.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

ARISE High School is a single school LEA that is not eligible for comprehensive support and improvement.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

ARISE High School is a single school LEA that is not eligible for comprehensive support and improvement.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

ARISE High School is a single school LEA that is not eligible for comprehensive support and improvement.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

ARISE High School has a long-established foundational principle of meaningful educational partner engagement.

Parents

Families met weekly for feedback sessions as well as monthly for longer meetings. Families also provided input during the Family Focus Groups in February and the Fall and Summer Family Focus Groups. We also received input through one-on-one connections such as text, calls, and Zoom meetings. We have surveyed our families multiple times this year as well to collect feedback.

Teachers/Other Staff

Teachers provide feedback during weekly professional development sessions, Focus Groups, Exit Tickets, WASC Group, Weekly Freire Meetings, Weekly Grade Level Meetings, Surveys, YouthTruth Survey, and individual check-ins.

The **SELPA or Special Education Administrator** provided feedback during weekly meetings and through surveys.

Students

Students provided input through Wolf Council, student leadership, surveys, advisory, and during student-led conferences.

Mixed Groups

The Wolfpack is composed of a stable group of families and students who provide input at regular meetings.

Our board meets monthly as a public hearing with the opportunity for public comment. We promoted parent participation in public meetings and public hearings through emails, phone calls, website and agenda posting. An LCAP public hearing was held on 5/10/22. The LCAP was approved by the Board on 6/14/22. Virtual meetings conducted via video conference had telephone call-in access. We provided translation as needed.

ARISE evaluated its stakeholder engagement opportunities and determined tribes, civil rights organizations, foster youth, and children who are incarcerated are neither present nor served by ARISE. Likewise, ARISE teachers and personnel are not represented by a local bargaining unit.

A summary of the feedback provided by specific educational partners.

Parents

Strengths: Parents love the communication and family engagement and the extra supports with extra staff, ac mentors, SPED, RJ team, and how much teachers help in and outside the classroom. Parents appreciate the constant communication from teachers and advisors. They

also love all the extra opportunities with enrichment and the additional supports from academic counselors, especially for college and career planning.

Needs: More opportunities after school, more opportunities for college visits, expansion of the academic mentor program, and they repeatedly requested larger facilities. There is also a need to increase dual enrollment and internships should be moved to 11th grade for students to use in college applications.

Teachers/Staff/Administrators

Strengths: The Academic Mentors, RJ Team, additional coaching, socioemotional supports, EL supports, and SPED supports are all appreciated.

Needs: Additional PD, additional coaching, more ac mentors, additional therapists are all needed.

SELPA or Special Education Administrator

Strengths: Appreciate small caseloads, great administration, organization, meeting deadlines, and the strong inclusion model.

Needs: Increase collaboration between gen ed and SPED teachers.

Students

Strengths: Students express that teachers are very supportive and the ac mentors really help. They like the new 4x4 schedule and enrichment.

Needs: Students want more school culture activities and harder classes.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

- Goal 1, Action Effectiveness Analysis was influenced by positive teacher feedback.
- Goal 3, Action 2 College and Career Readiness was modified based on parent feedback: The school did modify the action for College and Career Counseling to include the Credit Recovery program (mastery-based hybrid courses in math, science, ELA, and social science) and the College and Career Readiness Course for 11th and 12th graders. As part of this shift, students will participate in internships during 11th grade instead of 12th, so that the internship experience can be included on their college applications.
- We have planned for continued student supports and guided groups for students. We have planned for continued academic and social emotional supports. We will continue offering enrichment opportunities and look to expand the options for students. We will continue to provide professional development and coaching for teachers to increase the level of rigor in all classrooms.

Goals and Actions

Goal 1

Goal #	Description
1	ARISE students will be immersed in common-core, NGSS, and CTE aligned curriculum and instruction which prepares students for college and career while emphasizing knowledge of self, humanizing love, and performance assessment.

An explanation of why the LEA has developed this goal.

If ARISE provides Curriculum and Instructional Materials, teacher effectiveness supports, a rigorous Instructional Model adapted to meet the needs of ARISE students, professional development and resources to support data driven instruction, and Summer School, ARISE students will demonstrate progress on CAASPP ELA and Math assessments, NWEA MAP Reading and Math assessments, and report a high degree to which students feel that they are being challenged by their coursework and teachers, a high percentage of teachers fully credentialed and appropriately placed and correctly assigned, all students with access to their own copies of standards-aligned instructional materials for use at school and at home, and full implementation and sustainability of all state-adopted content standards. Additionally, if the school provides English Language Development, Special Education, and a Response to Intervention program, there will be increased English Learner Reclassification rates, English Learner Progress rates and a decrease in the Distance from Standard for our students with disabilities, English Learners, and Socioeconomically Disadvantaged students on the CAASPP assessments.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP ELA: Distance from Standard for all students and all statistically significant subgroups Source: CA Dashboard	2018-19 CAASPP ELA DFS: All students: 20.4 SED: 20.7 EL: -55.2 Hispanic/Latinx: 19.6	2020-21 All: -28 SED: -23 EL: *(fewer than 11 tested) HI: -24			All students: 28 SED: 28 EL: -40 HI: 28
CAASPP Math: Distance from	2018-19 CAASPP Math DFS:	2020-21			All students: -65

<p>Standard for all students and all statistically significant subgroups</p> <p>Source: CA Dashboard</p>	<p>All students: -108 SED: -105.2 EL: -155.4 Hispanic/Latinx: -112.3</p>	<p>All: -130 SED: -131 EL: * (fewer than 11 tested) HI: -128</p>			<p>SED: -65 EL: -90 HI: -65</p>
<p>% of students meeting NWEA MAP growth targets in Reading and Math.</p> <p>Source: NWEA extract</p>	<p>Fall 2020-Winter 2021 61% of students met growth targets in Math.</p> <p>2019 - 2020: Fall - Winter 37% of students met growth targets in Math</p> <p>Fall 2018-Spring 2019: 49% met growth targets in Reading</p>	<p>2021-2022: Fall - Spring 61% met Fall to Spring growth targets in Math</p> <p>2021-2022: 52% met Fall to Spring growth targets in Reading</p>			<p>Math: 65% meeting growth target</p> <p>Reading: 60% meeting growth target</p>
<p>% of ELs who make annual progress in English fluency as measured by the ELPAC</p> <p>Source: CA Dashboard</p>	<p>2018-19: 53.5%</p>	<p>2020-21 Level 3 or 4: 33.3% Proficient: 12.5% ELPI not provided for 2021</p>			<p>60%</p>
<p>EL Reclassification Rate</p> <p>Source: DataQuest</p>	<p>2019-20: 42.3%</p>	<p>2020-21 0%</p>			<p>50%</p>

<p>Youth Truth Student Survey: The degree to which students feel that they are being challenged by their coursework and teachers.</p> <p>Source: Annual student survey</p>	2020: 3.63	2021-22: 3.76			4.0
<p>% of teachers fully credentialed and appropriately placed and correctly assigned</p> <p>Source: SARC</p>	<p>2019-20 65% fully credentialed</p> <p>8 teachers of EL's misassigned</p>	<p>2020-21: 68% fully credentialed</p> <p>0 teachers of ELs misassigned</p>			100%
<p>% of students have access to their own copies of standards-aligned instructional materials for use at school and at home</p> <p>Source: Local measures</p>	100%	<p>2021-22</p> <p>100%</p>			100%
<p>Implementation of all adopted standards, including ELD standards and CTE model standards)</p>	Met	<p>2021-22</p> <p>100%</p>			Met

AND access to broad course of study Source: Local measures					
---	--	--	--	--	--

Actions

Action #	Title	Description	Total Funds	Contributing
1	Curriculum and Instructional Materials	We will continue to purchase curriculum and align instructional materials aligned to adopted state standards (including Common Core State Standards, CA ELD standards, Linked Learning, and CTE model standards) to ensure all students have access to rigorous content that prepares them for college and career. This includes digital platforms and licenses such as Schoology, IXL, Paxton Patterson and Newsela.	\$110,000	N
2	Teacher Effectiveness	<p>We will develop and retain highly qualified, appropriately credentialed and assigned teachers.</p> <ul style="list-style-type: none"> Utilize the ARISE Teacher Evaluation framework to provide ongoing feedback and continuously improve practice, as well as evaluate teachers. Quarterly Instructional round observations executed by administration and Instructional Leadership team using ARISE's Instructional Core Teaching Rubric. Data is used by coaches to inform whole school wide instruction as well as professional development areas of focus. Teacher Sustainability: Balance teacher salaries and work load 	\$5,200	N
3	Instructional Model	<ul style="list-style-type: none"> 4 X 4 block schedule to meet instructional demands with increased focus and rigor Double math instruction Mastery-based instruction and grading 	\$1,885,000	N

4	Professional Development	<p>Our Director of Teaching and Learning and Deans of Instruction ensure continued alignment of Scope and Sequence, Curriculum, and Performance Assessments to Common Core State Standards, English Language Development Standards, Next Generation Science Standards, and State Standards.</p> <ul style="list-style-type: none"> ● Design and implement culturally responsive curriculum that supports students in developing a strong knowledge of self and identity while mastering standards and academic independence, as well as providing teachers with ongoing professional development to support implementation ● Utilize performance assessments across curricular areas, providing students with authentic purposes and audiences to demonstrate mastery in preparation for college and career. ● Provide ongoing professional development for teachers to support practice utilizing internal and external expertise, via professional development days, critical inquiry groups, department meetings, coaching cycles, and offsite professional development. ● Support teachers in aligning curriculum to CTE and integrating SBAC/EAP and SAT preparation, providing ongoing support and practice for students. ● Support teachers in aligning curriculum to Linked Learning Pathway standards 	\$32,000	N
5	Data Driven Instruction	<p>We will expand data driven instruction to drive school wide instructional practices and student specific intervention with the support of a Data Coordinator and our Intervention Teachers.</p> <ul style="list-style-type: none"> ● Teachers Assistants (20%) provide academic support and executive functioning coaching ● Quarterly audits of student data (mastery and percentage of mastered major assessments) by coach and teachers 	\$10,000	N

		<ul style="list-style-type: none"> ● Review of data from teaching cycles in departments. Departments review lesson plans and data (NWEA, IXL) to inform upcoming instruction. ● Math quarterly review of NWEA data to provide targeted instruction small group instruction for students most below grade level ● Bimonthly grade level analysis of tier 1, 2 and 3 students done by each grade level ● Office Hours for student support <ul style="list-style-type: none"> i. all teachers 3x week after school office hours ii. all students one hour weekly on campus office hours with each teacher 		
6	English Language Development	<p>Provide all English Learners with integrated ELD instruction and designated ELD targeted to their proficiency level, in alignment to the ELD standards and designed to support them in achieving English proficiency.</p> <ul style="list-style-type: none"> ● EL Coordinator to monitor progress, teach, and provide coaching and professional development for teachers ● Majority of Teachers Assistants (80%) support EL students ● Partner with EL Achieve as part of our whole-school literacy model, which uses their Constructing Meaning program as a foundation for all teachers integrating EL-focused literacy strategies in every classroom. Teachers at ARISE are trained in the Constructing Meaning program, including several teachers who attend their 5-day seminar to develop expertise in literacy strategies. ● ARISE has one multi-level designated EL support class for students who are scoring mostly in the Beginning to Develop (1) or the Somewhat Developed (2) assessment levels on the ELPAC. 	\$120,000	Y

		<ul style="list-style-type: none"> ● Newcomer students at ARISE are assigned a designated TA in most or all of their classes to provide individual support. 		
7	Summer School	<p>Summer School</p> <ul style="list-style-type: none"> ● Dual Enrollment enrichment courses for rising 11th graders in and around public and community health intro courses provided by Merritt College ● August 1-week Orientation incoming 9th graders (model, meet advisors, intro) 	\$22,000	N
8	Special Education	<p>Special Education</p> <ul style="list-style-type: none"> ● Full Inclusion Model ● 9/10th graders with IEPs have advisory with RSP teacher ● 21-22 Afterschool on-campus supports ● In April they had in-person option for additional support ● Hired a third education specialist to service students with Individual Education Plans ● Created a Director of Special Education position to oversee program ● Director of SPED will plan initial and ongoing professional development to work with teachers in how to best support students with disabilities ● Ed Specialist interns to provide more individualized academic support to students with high needs ● Continue to use Adelante referrals to identify and evaluate potential students with disabilities. This referral can be completed by any member of the ARISE community including teachers, support staff, and families ● Hired a new student support position that will hold 504 plans 	\$463,273	N

		<ul style="list-style-type: none"> ● Priority of summer school classes given to students with IEPs ● In-person learning offered in April for highest-need students with disabilities 		
9	Response to Intervention	<p>Our Dean of School Culture (30%) will expand and refine the Response to Intervention (RTI) program</p> <ul style="list-style-type: none"> ● Identify and serve all students with Tier 1, 2, and 3 academic and social-emotional interventions (including supporting students to close gaps with peers, services under 504 plans and IEPs, services for ELLs, services for students from low-income families, and services for Latino males) with a special emphasis on creating a school-wide culture of literacy. ● Case manage student progress through the academic and personal development process using the structures of Advisory and Coordination of Services Team. ● Semester Numeracy Intensive “Step Up to Algebra” for incoming 9th graders based on data 	\$139,873	N
10	Academic Mentors	The Academic Mentor program at ARISE exists to provide increased individual academic and social-emotional support for every student in every classroom while increasing teacher capacity to focus on excellent teaching and learning as defined by the ARISE Instructional Core.	\$500,000	Y

Goal Analysis for 2021-22

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Overall the actions designed to support achievement of the goal were implemented as planned, except for in Action 7 Summer School, credit recovery, internships, and Numeracy Summer Intensive were implemented as semester long classes during the regular school day. Action 3 Instructional Model we did not need to provide a hybrid schedule at all so far this year. For Action 8, Special Education the school hired two Education Specialist interns instead of the one as originally planned.

We are proud of the additional supports we have been able to implement for students this year. Every class has an academic mentor that provides differentiated support for students in all of their courses. We have provided additional case managers to provide individualized student support as well. We have also been able to provide a high level of support for teachers this year with instructional coaches meeting weekly to support teachers with their individual growth goals. Each department has coaching support with lesson planning, instructional modeling, and new strategy implementation support. Additionally, the school provided three regular substitute teachers and used other qualified staff members to substitute as needed, so that teachers would not have to give up their preparation periods. This was an intentional prioritization of teacher planning time to ensure teachers could focus on teaching their classes. The school also created a priority plan to guide literacy instruction in all classrooms, except math classes that had their own content priority plan.

The school faced challenges with balancing the need for content pedagogy development with the need of new teachers for classroom management strategy development. There was also a challenge around student attendance and even student endurance for persevering with academic tasks on a full-time basis with the return to full in-person instruction, even with the additional support.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The Estimated Actual Expenditures for the actions were greater than budgeted due to additional pandemic-related funding becoming available to provide additional curricular resources, teachers assistants, and support staff.

An explanation of how effective the specific actions were in making progress toward the goal.

The effectiveness of the teacher effectiveness supports, a rigorous Instructional Model adapted to meet the needs of ARISE students, professional development and resources to support data driven instruction, and Summer School actions

The effectiveness of the Curriculum and Instructional Materials action is evidenced by 100% of students having access to their own copies of standards-aligned instructional materials for use at school and at home. The effectiveness of the professional development action is evidenced by 100% implementation of all adopted standards, including ELD standards and CTE model standards) AND access to broad course of study, and The Youth Truth survey indicating students feel that they are being challenged by their coursework and teachers more so than they were in 2019-20.

CAASPP ELA and Math data do indicate that students were academically impacted by over a year spent in the distance learning format. The decline in ELA scores is greater than that in Math, which is possibly a result of the increased investment in math instruction with a double block of math and a summer intensive course. We expect to see growth in this year's CAASPP scores that will better allow us to analyze the effectiveness of our teacher effectiveness supports, a rigorous Instructional Model adapted to meet the needs of ARISE students, professional development and resources to support data driven instruction, and Summer School actions from this first year back for full in-person instruction. As a result of the additional staff supports, we are seeing higher class passing rates this year.

All of these actions, specifically Curriculum and Instructional Materials, Instructional Model, Professional Development, Response to Intervention, and Data Driven Instruction were highly effective in achieving results on the NWEA Map Test, specifically 61% of students met Fall to Spring growth targets in Math and 52% of students met Fall to Spring growth targets in Reading in 2021-2022.

The effectiveness of the Teacher Effectiveness action is evidenced by the increase in the percentage of teachers fully credentialed and the reduction to 0 of misassigned teachers. It is also evidenced by teacher feedback expressing that they appreciate the support of the coaches and the protected professional development time.

Additionally, if the school provides English Language Development, Special Education, and a Response to Intervention program, there will be increased English Learner Reclassification rates, English Learner Progress rates and a decrease in the Distance from Standard for our students with disabilities, English Learners, and Socioeconomically Disadvantaged students on the CAASPP assessments. As this is the first year back for in-person instruction, we have yet to see the data to analyze the effectiveness of these actions. Each of the state metrics provides data for the previous year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The following changes were made to the actions based on analysis conducted through the year.

Action 3 Instructional Model we did not need to provide a hybrid schedule, so that part of the action has been removed.

Action 7 Summer School has been modified by removing credit recovery, internships, and intensive numeracy support from the summer program. 21st century skill development as part of the Internship program has been included in Goal 3, Action 3 CTE Work Based Learning Liaison as a year long course and Credit Recovery has been included in Goal 3, Action 2 College and Career Counseling as a semester long course.. The numeracy intensive has been changed to a semester long class and included in Goal 1, Action 9 Response to Intervention. These changes were made based on the data that indicated students needed more support in these areas than the school could provide in several weeks during the summer.

Action 6 English Language Development has been modified to include an English Language Development coordinator, as well as additional supports for Newcomers based on our reflections on the needs of this student population.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goal 2

Goal #	Description
--------	-------------

2

The ARISE community will nurture, train, and discipline our entire school to embody our core values of respect, persevere, build, and lead.

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Average daily attendance rate Source: Attendance Reports	2020-21: 97.95%	2021-22 88.06%			95%
Chronic Absence Rate for all students and all numerically significant subgroups Source: CA Dashboard California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS)	2018-19: All students: 20.8% SED: 20.2% EL: 24% SWD: 36.1% Hispanic/Latinx: 20.5%	2020-21 All Students: 4.6% SED: 4.7% EL: 8.4% SWD: 4.7% Hispanic/Latinx: 3.8%			<10%
Suspension Rate for all students and all numerically significant subgroups Source: Data Quest	2019-20: All Students: 1.9% SED: 2.2% EL: 7.3% SWD: 0%	2020-21 All Students: 0% SED: 0% EL: 0% SWD: 0% African American: 0%			<1%

	African American/Black: 0% Hispanic/Latinx: 2%	Hispanic/LatinX: 0%			
Expulsion Rate for all students and all numerically significant subgroups Source: DataQuest	2019-20: All Students: 0.3% SED: 0.3% EL: 0% SWD: 0% African American/Black: 0% Hispanic/Latinx: 0.3%	2020-21 All Students: 0% SED: 0% EL: 0% SWD: 0% African American: 0% Hispanic/LatinX: 0%			0%
HS 4-Year Cohort Dropout Rate for all students and all numerically significant subgroups Source: DataQuest	2019-20: All students 4.4% SED: 4.5% EL: 6.7% Hispanic/Latinx: 4.8%	2020-21 All: 11.0% HI: 10.3% EL: 15.0% SWD: 18.2% SED: 11.0%			<2%
% of teachers and parents feeling school is safe and that they are connected to school community	Baseline Spring 2021: Families: 95% Staff: 100%	2021-22 Teachers: 82% (feel safe from harm); 90% (feel my work			93%

<p>Source: Annual parent/teacher survey</p>		<p>contributes to the goals of my school) Parents: 78% (safe place to learn); 92% (comfortable approaching teachers about child's progress) Data Year: 2021-22 Data Source: Annual parent/teacher survey</p>			
<p>Youth Truth Student Survey: % of students who report being bullied or harassed Source: Annual student survey</p>	<p>2020: 6%</p>	<p>5% Data Year: 2021-22 Data Source: Youth Truth Student Survey</p>			<p>3%</p>
<p>Youth Truth Student Survey: The degree to which students believe that their school fosters a culture of respect and fairness Source: Annual student survey</p>	<p>2020: 3.17</p>	<p>3.49 Data Year: 2021-22 Data Source: Youth Truth Student Survey</p>			<p>3.55 or 75th percentile</p>
<p>Youth Truth Student Survey: The degree to which students feel welcome at their school and have</p>	<p>2020: 3.35</p>	<p>3.41 Data Year: 2021-22</p>			<p>3.56 or 75th percentile</p>

collaborative relationships with their classmates Source: Annual student survey		Data Source: Youth Truth Student Survey			
School Facilities in Good repair Source: Annual FIT survey	Overall Good Repair	2021-22 Overall Good Repair			Overall Good Repair
% parents attending two student-led conferences annually Source: Parent/Teacher/Student conference attendance logs	Baseline 95% for S1 96% for S2	2021-22 S1: 95% S2: 89%			98% for both semesters
% of families responding to family survey Source: Local Data	Fall 2020: 13% Spring 2021: 10%	Fall 2021: 11% Spring 2022: 40%			50%

Actions

Action #	Title	Description	Total Funds	Contributing
1	Restorative Justice	Our Dean of School Culture and School Culture Coordinator will utilize a Restorative Justice Model based on a school-wide discipline praxis that supports students in expressing ARISE core values: <ul style="list-style-type: none"> School-wide discipline praxis Student Justice Panel, group of students trained in Restorative Justice to address issues in the school community 	\$105,000	Y
2	Positive School Culture	<ul style="list-style-type: none"> Advisory, RISE Up Assemblies, and Student Leadership to create a positive school climate and to guide a personal 	\$105,000	N

		<p>development process that helps students embody ARISE's core values.</p> <ul style="list-style-type: none"> ● Student Activities Class to organize events and build positive school culture 		
3	Attendance Initiatives	<ul style="list-style-type: none"> ● Staff member dedicated to student attendance supports meets weekly with student attendance team ● Incentives for Regular Attendance ● Tiered Re-Engagement Model ● Personalized supports for students 	\$122,500	N
4	Health and Safety	With the coordination of our facilities manager, we will provide regular clearing and maintenance of our facilities, as well as improve our facilities as needed and according to health and safety guidance from local officials.	\$1,003,000	N
5	Enrichment	<ul style="list-style-type: none"> ● Clubs and activities: (Rowing, community service, Black Student Union, Guitar, Photography, Hiking, GLEE, Robotics) ● Athletics: Girls and Boys Soccer ● Extend opportunities for students to discover passions, paths, and purpose through cultural immersion programs, summer programs, college readiness, and/or youth development programs. 	\$200,000	Y
6	Social Emotional Learning	<ul style="list-style-type: none"> ● Full time Clinician and Clinical Intern ● Dean of School Culture develops advisory curriculum ● Group therapy for students ● Group therapy for staff ● Group therapy for families ● Partnerships with La Clinica and Substance Abuse program 	\$174,000	Y

		<ul style="list-style-type: none"> ● Family education on SEL and Mental health ● Advisory Program (20% programming on mental health and wellness) 		
7	Parent Engagement	<ul style="list-style-type: none"> ● Hold weekly informal “Informative Monday” parent meetings and monthly formal Parent Meetings to engage parents in their students’ academic and personal development. ● Hold regular Student Engagement Committee meetings to engage absentee students and students at risk of becoming absentees. ● Hold family meetings, focus groups, and manage surveys to get input and feedback on our school wide plans. ● Newsletter, Social Media, Parent Communication through email and Powerschool ● Translation for all documents ● Interpreting for all meetings ● Student Led Conferences where students meet with advisors and families to discuss graduation tracks and progress 	\$72,000	Y

Goal Analysis for 2021-22

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Overall the actions designed to support achievement of the goal were implemented as planned, except for in Action 1 Restorative Justice team grew from one team member to five team members. We were able to hire a full-time school culture coordinator. The team successfully codified policies and processes. The school also made substantial additional investments in health and safety this year with the purchase and installation of industrial HVAC filters in every classroom. The school also provided weekly PCR tests for everyone since August and during the surge rapid tested everyone daily. Since August, KN-95 masks have been available for everyone. We have increased daily cleaning with an additional person cleaning at night and hired a facilities manager to coordinate these efforts.

The Enrichment program has been a huge success with a unique Wednesday schedule devoted to academic support, enrichment, and internship (or other off campus opportunities). We are proud of being able to expose students to such a range of enrichment activities this year with three additional sports offered and numerous classes. We have also been able to provide both more academic and emotional counseling for our students than ever before.

Some challenges with implementation this year were that celebrations were difficult because COVID made finding space difficult. Creating a culture of love, support and joy with full wrap-around services has been difficult during this time of instability.

Students are experiencing more anxiety due to the isolation of quarantine and now interacting with so many people in-person, in addition to dealing with the realities of the learning loss they have experienced as they confront academic challenges. Student attendance has also been a challenge this year with a 1-3% drop in attendance this year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The Estimated Actual Expenditures for the Health and Safety action were greater than budgeted due to the additional expenditures for regular COVID-19 testing for students, staff, and families. The Estimated Actual Expenditures for the Enrichment action were greater than budgeted due to the additional expenditures for adding enrichment options to the enrichment schedule.

An explanation of how effective the specific actions were in making progress toward the goal.

The lack of the effectiveness of the Attendance Initiatives is evidenced by the decreased average daily attendance rate. We anticipate the 2021-22 Chronic Absence Rate will be higher than usual as well, even though last year's data showed a decrease due to the distance learning format.

The Restorative Justice, Positive School Culture, Enrichment, and Social Emotional Learning actions' effectiveness is evidenced by the increased scores on the Youth Truth student survey, and low suspension and expulsion rates. The increase in the 2020-21 dropout rate is attributed to the lack of connection with the school community that is inherent in the distance learning format. We expect to see that percentage decrease this year.

The effectiveness of the Health and Safety action is evidenced by the School Facilities rating on the Annual FIT survey and that student and parent survey data indicating a perception that school is a safe place.

The Parent Engagement action's effectiveness is evidenced by great attendance at student-led conferences, the Art Showcase, and Informative Mondays and an increased parent survey return rate. At some of our other events, there was low attendance due to hesitancy to attend large in-person gatherings during the pandemic.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The school is not making any changes to the planned goal, metrics, or desired outcomes for the coming year based on the reflections on prior practice. The school did modify the action for Restorative Justice to include the School Culture Coordinator position. Action 3 Attendance Initiatives is being modified to add a staff position to focus solely on student attendance based on our analysis of challenges with regular student attendance this year. The component of the action related to which students to prioritize for in-person instruction was removed because we do not anticipate the need to return to a hybrid learning model.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goal 3

Goal #	Description
3	Graduates of ARISE will be empowered to continue to become highly educated, critically conscious, and reflective leaders in college and career.

An explanation of why the LEA has developed this goal.

We are proud of the number of students that continue on to college after they graduate from ARISE. However, we can continue to increase the level of college preparation to ensure our graduates will be successful in college and career readiness. We can also continue to improve upon our college preparedness metrics for our subgroup populations, especially our African-American students, students with disabilities, and English Learners.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of students who stay enrolled at ARISE from May to May Source: Local Data	98%	2021-22 73.6%			95%

<p>Cohort 4 & 5-Year Cohort Graduation Rate Source: CA Dashboard</p>	<p>2019-20: 94.1%</p>	<p>2020-21 All: 89.0% HI: 89.7% EL: 85.0% SWD: 81.8% SED: 89.0%</p>			<p>98%</p>
<p>% of students who graduate with UC/CSU eligibility Source: DataQuest</p>	<p>2019-20: 100% (Dataquest)</p>	<p>2020-21 All: 100% HI: 100% EL: 100% SWD: 100% SED: 100%</p>			<p>100%</p>
<p>% of students who are college ready in ELA as measured by the UC/CSU Early Assessment Program (EAP) Source: DataQuest (CAASPP)</p>	<p>All Students 2018-19 % of students Ready or Conditionally Ready: 66.7% SED 2018-19 % of students Ready or Conditionally Ready: 64.3% Hispanic/Latino 2018-19 % of students Ready or Conditionally Ready: 66.7%</p>	<p>2020-21 All: 36% HI: 34% SWD: 8% SED: 37%</p>			<p>80%</p>

<p>% of students who are college ready in math as measured by the UC/CSU Early Assessment Program (EAP)</p> <p>Source: DataQuest (CAASPP)</p>	<p>All Students</p> <p>2018-19 % of students Ready or Conditionally Ready: 7.8%</p> <p>SED</p> <p>2018-19 % of students Ready or Conditionally Ready: 9.3%</p> <p>Hispanic/Latino</p> <p>2018-19 % of students Ready or Conditionally Ready: 6.9%</p>	<p>2020-21</p> <p>All: 5%</p> <p>HI: 6%</p> <p>SWD: 0%</p> <p>SED: 6%</p>			<p>50%</p>
<p>% of students who apply to one or more CSU</p> <p>Source: College counselor records</p>	<p>2020: 60%</p>	<p>2021-22</p> <p>99%</p>			<p>100%</p>
<p>% of students who are accepted to a four-year college or university</p> <p>College counselor records</p>	<p>2020: 47%</p>	<p>2021-22: 89%</p>			<p>85%</p>
<p>% of seniors who have completed a pathway internship</p>	<p>2020: 90%</p>	<p>2021-22</p> <p>On track for 100%</p>			<p>100%</p>

Source: College counselor records					
% of students who demonstrate mastery of 21st century skills as measured by completion of 10th grade bridge presentation and senior seminar capstone defense Source: College counseling records	2020: 70%	2021-22 On track for 100%			95%
% Career technical education (CTE) pathway completers	2020: 70%	2020-21 100% on track for completion			100%
% of graduating students who have completed 2+ college courses via concurrent and dual enrollment opportunities Source: College counseling records	2020: 57%	2020-21 95% on track for completion			100%

Actions

Action #	Title	Description	Total Funds	Contributing
----------	-------	-------------	-------------	--------------

1	CTE standards integration	<p>Integrate CTE public and community health pathway standards into courses so that students are taking courses that emphasize 21st century skills in the public health sector.</p> <ul style="list-style-type: none"> ● every student completes pathway ● internship in public/community health ● capstone presentation senior year ● interdisciplinary projects ● Success 101 college/career preparedness (9th graders) 	\$8,000	N
2	College and Career Counseling	<ul style="list-style-type: none"> ● Get Focused Stay Focused 9th grade advisory curriculum to identify career goals and aspirations and in creating an individualized 10-year college and career plan to reach those goals. ● Counselor ensures students are getting individualized support completing and enhancing their Get Focused Stay Focused 10 year plan, developing evidence for the college and career portfolio, succeeding in their CTE course to become pathway completers, A-G course requirements, and including additional support with pathway orientation. ● four college counselors 9-12 ● Provide opportunities for students to enroll in college courses via concurrent and dual enrollment opportunities aligned to our linked learning pathway. ● Credit Recovery program (mastery-based hybrid courses in math, science, ELA, and social science) ● College and Career Readiness Course for 11th and 12th graders 	\$340,000	Y
3	CTE Work Based Learning Liaison	CTE Work Based Learning Liaison -With the addition of internships built into the school day, we see an even greater need for a full time employee to help with the following (but not limited to):	\$72,000	N

		<ul style="list-style-type: none"> ● Engage with community partners ● Establish and maintain internship/externship opportunities for students and staff ● 21st century Skill building, training on resume-building, interviewing, and actual internship class as part of the school day ● Lead PD around connecting WBL learning with classrooms learning ● Co-produce weekly Linked Learning newsletter ● Manage student off site internships, including during the school day ● Execute MOU's and partnership agreements with partnership organizations ● Meet with Admin Team and Linked Learning Design Team to develop and execute WBL goals and outcomes ● Attend and participate in key CTE/Linked Learning conferences and workshops 		
4	CTE Pathway Coordinator	<p>CTE Pathway Coordinator</p> <ul style="list-style-type: none"> ● support all teachers, especially CTE teachers, with pathway implementation in their classroom. ● manages the WBL Liaison to support student work based learning ● designs and implements professional learning around linked learning, WBL, and our pathway ● works directly with the Pathway Advisory Board ● manages the Measure N grant, expenditures, site visits, and reports. ● Co-produce weekly Linked Learning newsletter, ● Execute MOU's and partnership agreements with partnership organizations, ● manage and oversee Linked Learning certifications. 	\$94,114	N
5	CTE Pathway Mentor and Student Support Manager:	The CTE Pathway Mentor and Student Support Coordinator will coordinate and manage mentorship, tutoring and individualized student support programs (91 juniors & 84 seniors, with a special concentration	\$127,366	N

		<p>on students with IEP's and/or in our dual enrollment program), occurring during school, after school and during summer bridge.</p> <ul style="list-style-type: none"> -Develop and implement a system for tracking individualized supports for pathway students, especially our target student population (includes peer and professional mentoring, peer tutoring, work with college tutors, etc.) -Coordinate the mentor-mentee program, including establishing processes and procedures as well as follow up with mentors, mentees, parents, and staff (as needed). -Develop and facilitate ARISE's Peer Tutoring Program -Coordinate 12th grade Senior Seminar Capstone mentorships -Establish and facilitate other supports for student success in college courses, including review sessions, study skills sessions, writing tutors, etc. -Complete associated paperwork data analysis, and evaluation as needed. -Provide resources and referrals for services -Pilot new Spring Mentoring program -Support IEP students and other target population students in successfully achieving their learning goals -Provide resources and referrals of services in coordination with the Pathway Case Manager 		
6	College and Career Prep Student Presentations	Engage 10th grade students in a portfolio-based Bridge Presentation, 11th and 12th grade students in Proficiency Defense, and 11th grade students in a Mock College Interview to build real life presentation and communication skills.	\$15,000	N
7	Capstone Defense	Continue to use the graduate profile as the guiding principle of the CTE Pathway Senior Seminar: Advanced Public and Community Health Capstone Defense. Continue to use 21st century skills in classrooms. Continue to incorporate Get Focused Stay Focused - My 10 Year Plan into senior defense. Students use their internship that they participate in during the winter as part of their capstone defense, emphasizing their internship and/or working experience.	\$5,000	N

8	Public and Community Health Coursework	CTE Intermediate Public and Community Health Teacher (salary and benefits) As we strive for gold certification with the Linked Learning Alliance, we must ensure that we have CTE certified teachers teaching the CTE classes and pathway sequenced courses. All CTE instructors implement course work that emphasizes the four pillars of linked learning to increase student engagement and knowledge, specifically: WBL, internships, college and career readiness, guest speakers and industry partnerships that link student learning to the real world. (CTE Public and Community health instructor holds all CTE junior classmen, total of 91 students)	\$80,00	N
9	Public Health Speaker Series	Cafe Talks: Public Health Speaker Series. Guest Speaker Stipends and Organization Honorariums for our Pathway Themed discussions. This will raise the quality and capacity of these presentations and thank our Industry Partners for their time and continued partnership with ARISE.	\$3,000	N

Goal Analysis for 2021-22

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Overall the actions designed to support achievement of the goal were implemented as planned, except for Action 10 Student Stipend Internships did not happen. The students still participated in internship programs, but were not provided a stipend.

The increase in academic counselors has been very successful this year. The school now has four counselors compared with only one last year. Every senior was assigned a counselor to support them with their college applications or career planning.. The counselors also taught a College and Career Readiness class to all 12th graders during the fall semester that also provided support with the college application process.

Implementation of the Advisory curriculum and college visits were also a success this year. Every one of the seniors has participated in an internship program that provides certification of completion of the program.

Due to the challenges that surfaced as the seniors were beginning the college application process, we realized that these students would have been better prepared if they had taken the College and Career Readiness course and had completed their internships while they were in 11th grade instead of 12th. As a result, all 11th graders were enrolled in that course in the Spring semester this year and the structure of

the internship program has been modified to ensure all students can complete their internships in 11th grade before they begin the college application process.

The entire college applications process was difficult for students this year primarily due to the lost time in school, but with the support of the additional counselors and the College and Career Readiness class, all but one student completed their college applications as planned. Many of our students have needed to work during the pandemic to help their families and it has been difficult for students to commit to college when they want to be able to help their families financially now. Also, since students weren't involved in extracurricular activities during much of the pandemic, their college applications are missing this component. This challenge inspired the creation of Enrichment Wednesdays to ensure students have opportunities to explore different topics and can include participation in these types of activities on college applications.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The material differences between Budgeted Expenditures and Estimated Actual Expenditures exist due to shifting resources around at the beginning of the year in order to meet the needs of our students returning to in-person instruction with additional classes and internship opportunities made available to students.

An explanation of how effective the specific actions were in making progress toward the goal.

Much of the state data such as College Readiness and graduation rate that is from 2020-21 shows how difficult the pandemic was for many of our students and families. 100% of the graduating cohort did complete A-G requirements during that time period. We expect the state data from this year will demonstrate the effectiveness of these actions now that our students have returned to in-person instruction with the support of the school community. The local data from 2021-22 demonstrates the effectiveness of all actions with 99% of students applying to one or more CSU, 100% of students on track to complete CTE pathway, and 95% of graduating students on track to complete 2+ college courses via concurrent and dual enrollment opportunities, 100% of students on track to demonstrate mastery of 21st century skills as measured by completion of 10th grade bridge presentation and senior seminar capstone defense, and 100% of seniors on track to complete a pathway internship. Additionally, these actions were very effective in achieving 89% of students who are accepted to a four-year college or university.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The school is not making any changes to the planned goal, metrics, or desired outcomes, for the coming year based on the reflections on prior practice. The school did modify the action for College and Career Counseling to include the Credit Recovery program (mastery-based hybrid courses in math, science, ELA, and social science) and the College and Career Readiness Course for 11th and 12th graders. Action 10

Student Stipend Internships was removed because we decided to change how the internships were implemented this year to best meet the needs of our students.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2022-23

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$1,349,864	\$135,082

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
31.18%	0%	\$0	31.18%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

A- Academic Growth and Achievement

Needs, Conditions, Circumstances

In reviewing the 2019 ELA and Math performance of our English Learners and Socioeconomically Disadvantaged students, we find our Socioeconomically Disadvantaged students at the Yellow level for ELA and the Orange level for math.

Actions

Based on a review of data, we have designed the 21-24 LCAP to implement strategies that effectively address learning gaps where needed while promoting rigorous grade level instruction. We provide Academic Mentors who provide increased individual academic and social-emotional support for every student in every classroom while increasing teacher capacity to focus on excellent teaching and learning as defined by the ARISE Instructional Core. We will also provide enrichment opportunities, such as clubs, student activities, and athletics to

ensure that our low income students, English learners, and foster youth have access to these opportunities. We will also expand our Response to Intervention programs with specific supports targeting English Learners and Socioeconomically disadvantaged students with a focus on literacy. We have added robust college and career counseling to our program to ensure that our students receive intensive support in progress monitoring, college and career exploration, and applications and matriculation.

Academic Mentors

College & Career Counseling

Enrichment

Expected Outcomes

By implementing the identified actions, we will ensure steady growth in our academic outcomes, such as SBAC ELA and Math, English Learner Progress, Reclassification rates. Current targets aim for at least approximately 8 points growth within the next three years for both ELA and 43 points growth within the next three years in Math (see expected outcomes in Goal 1), and 6.5 points' growth in the English Learner Progress Indicator and maintenance of our high English Learner Reclassification rate. We plan to use NWEA MAP data to gauge progress throughout the year.

B- Climate, Culture, and Family Engagement

Needs, Conditions, Circumstances

In 2019, our Socioeconomically disadvantaged students were at the Orange level and our English Learners were at the Yellow level for suspensions. Our Chronic Absence rate in 2019 was 20.2% for our Socioeconomically disadvantaged students and 24% for our English Learners. In 2020-21, when most of the year was spent in the distance learning format, 95% of parents responded positively to survey questions about school safety and connectedness. In 2021-22, 78% of parents agreed that the school was a safe place to learn and 92% agreed that they felt comfortable approaching teachers about child's progress) We know that parents of our socioeconomically disadvantaged students may benefit from additional communication that increases their ability to support their students' learning and parents of English Learners benefit from additional outreach to support their students in English Language Development. We also know that in order to be successful, we need to provide additional communication, in languages other than English where needed, and that the school needs continual parent input to inform plans.

Actions

Based on the data, we see positive signs of the impact of our efforts to foster a positive culture and climate in support of students both holistically and academically. A key component of these additional efforts is our social emotional learning. We implement an advisory program specifically tailored to the needs of our low income students, English learners and foster youth. We provide mental health services

to support our students who may otherwise not have access to these services. In our parent engagement action, we will engage our parents through regular meetings, surveys, and communications translated into the appropriate language.

Social Emotional Learning

Parent Engagement

Expected Outcomes

By implementing strategic actions in support of culture and climate, we hope to achieve our goals in academic growth and achievement, described above, and to maintain positive indicators that students feel safe and connected to the ARISE High School community. We are already seeing growth in indicators of student connectedness in our YouTruth survey data. We will also measure progress toward high attendance and low suspensions and chronic absenteeism (see above).

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

ARISE High plans to increase services 29.29% for unduplicated students through the following LEA-wide actions:

Academic Mentors Goal 1, Action 10 -\$450,000 =10.39%

Restorative Justice Goal 2, Action 1 - \$105,000 = 2.43%

Enrichment Goal 2, Action 2 - \$200,000 = 4.62%

Social Emotional Learning Goal 2, Action 6 - \$101,000 = 2.33%

Parent Engagement Goal 2, Action 7 \$72,000 = 1.66%

College and Career Counseling Goal 3, Action 2 - \$340,000 = 7.85%

Limited Actions

English Language Development -Goal 1, Action 6 \$120,000 (2.77%)

There is no CA Dashboard indicator for our English Learners. We had low performance in 2019 on the English Learner Progress Indicator, with 53.5% of students making progress towards English language proficiency. In 2019-20, our EL Reclassification rate was 42.3% and in 2020-21, it was 0%. We have designed a comprehensive program of English Language Development to ensure that our English Learners become proficient and are able to reclassify at high rates. We expect 6.5 points' growth in the English Learner Progress Indicator and an increase in our English Learner Reclassification rate. The school leadership team will monitor progress for our English learners to determine the effectiveness of the integrated and designated ELD support. We will review the annual academic outcomes of Reclassification rates and ELPAC scores to ensure that our students make steady progress toward the measurable outcomes.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

ARISE High School is a single school LEA with above 55 percent of foster youth, English learners, and low-income students. Goal 1, Action 10 increases the number of classified staff providing direct services to students by providing Academic Mentors. The Academic Mentor program at ARISE exists to provide increased individual academic and social-emotional support for every student in every classroom while increasing teacher capacity to focus on excellent teaching and learning as defined by the ARISE Instructional Core.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	15	ARISE High School Ratio 1:28 426 students
Staff-to-student ratio of certificated staff providing direct services to students	42	ARISE High School Ratio 1:10 426 students

2022-23 Total Planned Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$4,018,332	\$ 852,097	\$ 456,480	\$ 486,417	5,813,326	\$ 4,832,733	\$ 1,407,700

Goal #	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	Curriculum & Instructional Materials	All	\$ 106,500			\$ 3,500	\$ 110,000
1	2	Teacher Effectiveness	All				\$ 5,200	\$ 5,200
1	3	Instructional Model	All	\$ 1,885,000			\$ -	\$ 1,885,000
1	4	Professional Development	All				\$ 32,000	\$ 32,000
1	5	Data Driven Instruction	All	\$ 10,000			\$ -	\$ 10,000
1	6	English Language Development	All	\$ 120,000			\$ -	\$ 120,000
1	7	Summer School	All			\$ 22,000	\$ -	\$ 22,000
1	8	Special Education	SPED	\$ 86,055	\$ 321,374		\$ 55,844	\$ 463,273
1	9	Response to Intervention	All				\$ 139,873	\$ 139,873
1	10	Academic Mentors	All	\$ 450,000		\$ 50,000		\$ 500,000
2	1	Restorative Justice Model	All	\$ 105,000			\$ -	\$ 105,000
2	2	Positive School Culture	All	\$ 105,000			\$ -	\$ 105,000
2	3	Attendance Initiatives	All	\$ 72,500			\$ 50,000	\$ 122,500
2	4	Health & Safety	All	\$ 345,277	\$ 457,723		\$ 200,000	\$ 1,003,000
2	5	Enrichment	All	\$ 200,000			\$ -	\$ 200,000
2	6	Social Emotional Learning	All	\$ 101,000	\$ 73,000		\$ -	\$ 174,000
2	7	Parent Engagement	All	\$ 72,000			\$ -	\$ 72,000
3	1	CTE Standards Integration	All			\$ 8,000	\$ -	\$ 8,000

3	2	College & Career Counseling	All	\$ 340,000			\$ -	\$ 340,000
3	3	Work-Based Learning	All			\$ 72,000	\$ -	\$ 72,000
3	4	Pathway Coordination	All			\$ 94,114	\$ -	\$ 94,114
3	5	Pathway Mentoring & Support	All			\$ 127,366	\$ -	\$ 127,366
3	6	College & Career Student Presentations	All	\$ 15,000			\$ -	\$ 15,000
3	7	Capstone Defense	All	\$ 5,000			\$ -	\$ 5,000
3	8	Public & Community Health Coursework	All			\$ 80,000	\$ -	\$ 80,000
3	9	Public Health Speaker Series	All			\$ 3,000	\$ -	\$ 3,000
								\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -

2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$ 4,329,540	\$ 1,349,864	31.18%	0.00%	31.18%	\$ 1,388,000	0.00%	32.06%	Total:	\$ 1,388,000
								LEA-wide	\$ 1,268,000
								Limited Total:	\$ 120,000
								Schoolwide	\$ -

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	6	English Language Development	Yes	Limited	English Learners	All Schools	\$ 120,000	0.00%
1	10	Academic Mentors	Yes	LEA-wide	All	All Schools	\$ 450,000	0.00%
2	1	Restorative Justice Model	Yes	LEA-wide	All	All Schools	\$ 105,000	0.00%
2	5	Enrichment	Yes	LEA-wide	All	All Schools	\$ 200,000	0.00%
2	6	Social Emotional Learning	Yes	LEA-wide	All	All Schools	\$ 101,000	0.00%
2	7	Parent Engagement	Yes	LEA-wide	All	All Schools	\$ 72,000	0.00%
3	2	College & Career Counseling	Yes	LEA-wide	All	All Schools	\$ 340,000	0.00%

2021–22 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	\$ 5,407,911.00	\$ 6,395,497.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Curriculum & Instructional Materials		\$ 150,000	\$ 159,913
1	1			\$ 50,000	\$ 98,911
1	1			\$ 40,000	\$ 43,800
1	2	Teacher Effectiveness		\$ 5,000	\$ 5,100
1	3	Instructional Model		\$ 1,785,000	\$ 1,861,474
1	4	Professional Development		\$ -	\$ -
1	4			\$ -	\$ -
1	4			\$ 17,750	
1	4			\$ 2,000	
1	4		Yes	\$ 36,000	\$ 14,000
1	4			\$ -	
1	4			\$ -	
1	5	Data Driven Instruction	Yes	\$ 10,000	\$ 9,670
1	5		Yes	\$ 18,800	\$ 18,970
1	6	English Language Development	Yes	\$ 150,000	\$ 400,000
1	6		Yes	\$ 106,886	\$ 107,731
1	7	Summer School		\$ 12,000	\$ 25,871

1	8	Special Education		\$ 314,038	\$ 344,486
1	8			\$ 40,000	\$ 56,000
1	9	Response to Intervention		\$ 133,912	\$ 152,175
1	9		Yes	\$ 315,000	\$ 328,495
1	9			\$ 100,000	\$ 100,000
1	9		Yes	\$ 66,735	\$ 66,894
1	9		Yes	\$ 50,000	\$ 20,000
2	1	Restorative Justice Model		\$ 98,193	\$ 98,685
2	2	Positive School Culture		\$ 98,193	\$ 98,685
2	3	Attendance Initiatives		\$ 27,500	\$ 26,282
2	3			\$ 23,000	\$ 23,159
2	4	Health & Safety		\$ 10,000	\$ 40,000
2	4			\$ 422,770	\$ 868,476
2	4			\$ -	\$ -
2	4			\$ 47,529	\$ 88,437
2	5	Enrichment	Yes	\$ 80,000	\$ 121,000
2	5		Yes	\$ 80,000	\$ 115,000
2	6	Social Emotional Learning		\$ 71,771	\$ 33,606
2	6		Yes	\$ 87,996	\$ 118,261
2	7	Wraparound Services		\$ -	\$ -
2	8	Parent Engagement	No	\$ 49,460	\$ 49,460
2	8			\$ -	\$ -
2	8			\$ -	\$ -
3	1	CTE Standards Integration		\$ 7,000	\$ 8,373
3	2	College & Career Counseling	Yes	\$ 89,000	\$ 72,892
3	2			\$ 196,000	\$ 147,970
3	2			\$ 86,189	\$ 76,692
3	2		Yes	\$ 86,189	\$ 76,094
3	3	Work-Based Learning	No	\$ 72,000	\$ 68,967
3	3		No	\$ 15,000	\$ 120,000
3	4	Pathway Coordination	No	\$ 103,000	\$ 92,240

3	5	Pathway Mentoring & Support	No	\$ 78,000	\$ 71,310
3	5		No	\$ 53,000	\$ 34,910
3	6	College & Career Student Presentations	No	\$ 15,000	\$ 15,000
3	7	Capstone Defense	No	\$ -	\$ -
3	8	Public & Community Health Coursework	No	\$ 90,000	\$ 88,508
3	9	Public Health Speaker Series	No	\$ 3,000	\$ 3,000
3	10	Student Stipend Internships	No	\$ 15,000	\$ 25,000
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

2021–22 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
\$ 1,124,530	\$ 1,176,606	\$ 1,238,553	\$ (61,947)	0.00%	0.00%	0.00% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	4		Yes	\$ 36,000	\$ 14,000.00	0.00%	0.00%
1	5	Data Driven Instruction	Yes	\$ 10,000	\$ 9,670.00	0.00%	0.00%
1	5		Yes	\$ 18,800	\$ 18,970.00	0.00%	0.00%
1	6	English Language Development	Yes	\$150,000	\$ 169,546.00	0.00%	0.00%
1	6		Yes	\$106,886	\$ 107,731.00	0.00%	0.00%
1	9		Yes	\$315,000	\$ 328,495.00	0.00%	0.00%
1	9		Yes	\$ 66,735	\$ 66,894.00	0.00%	0.00%
1	9		Yes	\$ 50,000	\$ 20,000.00	0.00%	0.00%
2	5	Enrichment	Yes	\$ 80,000	\$ 121,000.00	0.00%	0.00%

2	5		Yes	\$ 80,000	\$ 115,000.00	0.00%	0.00%
2	6		Yes	\$ 87,996	\$ 118,261.00	0.00%	0.00%
3	2	College & Career Counseling	Yes	\$ 89,000	\$ 72,892.00	0.00%	0.00%
3	2		Yes	\$ 86,189	\$ 76,094.00	0.00%	0.00%

2021–22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$ 3,640,433	\$ 1,124,530	0.00%	30.89%	\$ 1,238,553	0.00%	34.02%	\$0.00 - No Carryover	0.00% - No Carryover

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

- o Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).
- o Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal

to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year’s LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The

superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.
- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated students
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP

based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.
- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.

- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.

- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs

percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action is included as contributing to meeting the increased or improved services; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services.
- If “Yes” is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring

additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column

- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)
- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)

- o This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - o This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - o This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
- o This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
- o This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
- o If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
- o This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9)

Cover Sheet

22-23 ARISE Calendar

Section:	III. Consent Calendar
Item:	F. 22-23 ARISE Calendar
Purpose:	Vote
Submitted by:	
Related Material:	ARISE 2022-2023 Calendar (2).pdf

ARISE 2022-2023 CALENDAR

KEY

STAFF PD - NO SCHOOL

HOLIDAY OR SCHOOL BREAK

SPECIAL EVENT (SLC, FIELD TRIP, ETC)

FINAL EXAMS (DIFFERENT SCHEDULE)

FAMILY MEETING/EVENING EVENT

FIRST DAY OF THE SEMESTER LAST DAY OF THE SEMESTER

AUGUST

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8/1-9 Whole Staff PD
 8/8 Family Orientation 9-10
 8/9 Family Orientation 11-12
 8/10 First Day of School
 8/24 Literacy Assessment (half day)
 8/31 First day of Fall Enrichment

SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

9/1 Back to School Night (5-7 pm)
 9/5 Labor Day
 9/10 Q1 Interim Progress Reports
 9/21 College and Career Day
 9/26 Staff PD Day (No School)

OCTOBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

10/6 Monthly Family Meeting: A-G Requirements & Financial Lit.
 10/7 Q1 Grades Due at Midnight
 10/10 Indigenous People's Day
 10/11 Advisory Retreats
 10/12-14 Student Led Conferences (all day)

NOVEMBER

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

11/10 Monthly Family Meeting: FAFSA Night (Senior Families) Veteran's Day Holiday
 11/11 Day Holiday
 11/21 Q2 Interim Progress Reports
 11/21-25 Fall Break
 11/28 Staff PD Day (No school)

DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12/8 Monthly Family Meeting
 12/12-16 Finals Week
 12/19-12/2 Winter Break

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1/1 Q2 and S1 grades due at 11:59pm
 1/3 Whole Staff PD Day
 1/4 Second Semester Begins
 1/11 Literacy Assessment (Half Day)
 1/12 Monthly Parent Meeting
 1/16 MLK Holiday
 1/25 First day of Spring Enrichment

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

2/9 Monthly Parent Meeting
 2/8 College and Career Day
 2/10 Q3 Interim Progress Reports
 2/17-20 Presidents' Day Weekend

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3/1 Advisory Retreats
 3/6 Staff PD Day (No School)
 3/9 Monthly Parent Meeting
 3/10 Grades Due for Q3 at Midnight
 3/16-17 Student Led Conferences
 3/31 Cesar Chavez Day

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

4/3-7 Spring Break (TBD w/ OUSD)
 4/10 Staff PD Day (no school for students)
 4/13 Monthly Family Meeting
 4/14 Q4 Interim Progress Reports
 4/18 Early Warrior Intellectual and Bridge Defense Calibration
 4/24-28 SBAC Testing (11th Grade Only)

MAY

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

5/11 Monthly Family Meeting
 5/22-26 Finals Week
 5/30 Warrior Intellectual & Bridge Portfolio Defense Presentations
 5/29 Memorial Day

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

6/3 Q4 and S2 Grades due at 11:59pm
 6/5 Staff Reflection Day (No Classes)
 6/6-9 Dept & Grade Level Planning Days
 6/12-13 Team Freire Planning Days
 6/10 **Class of 2023 Graduation**
 7/1-7/23 School Closed

2022-2023 CALENDARIO DE ARISE

CLAVES

REUNIÓN PD DE PERSONAL - NO CLASES

DÍA FESTIVOS O RECESO DE ESCUELA

EVENTOS ESPECIALES (SLC, VIAJES, ETC)

EXÁMENES FINALES (DIFERENTE HORARIO)

REUNIONES/EVENTOS PARA FAMILIAS

 PRIMER DÍA DEL SEMESTRE  ÚLTIMO DÍA DEL SEMESTRE

AGOSTO

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8/1-9 Reunión PD de Personal
 8/8 Orientación Familiar 9-10
 8/9 Orientación Familiar 11-12
 8/10 Primer día del Semestre 1
 8/24 Examen de Inglés (medio día)
 8/31 Primer día clases de Enriquecimiento

SEPTIEMBRE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

9/1 Noche de Regreso a la Escuela (5-7 pm)
 9/5 Día Laboral (Festivo)
 9/10 Q1 Informes de Progreso Provisionales
 9/21 Día de Universidades y Carreras
 9/26 Receso de Otoño
 Reunión de maestros (escuela cerrada)

OCTUBRE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

10/6 Reunión Mensual de Padres sobre requisitos A-G y las Finanzas
 10/7 Entrega de Calificaciones Q1
 10/10 Día de los Indígenas
 10/11 Retiro de Consejerías
 10/12-14 Conferencia de Estudiantes (todo el día)

NOVIEMBRE

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

11/10 Reunión Mensual de Padres sobre FAFSA (Familias 12° grado)
 11/11 Día de Veteranos
 11/21 Q2 Informes de Progreso Provisionales
 11/21-25 Receso de Otoño
 11/28 Reunión de maestros (escuela cerrada)

DICIEMBRE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12/8 Reunión Mensual de Padres
 12/12-16 Exámenes Finales
 12/19-12/2 Vacaciones de Invierno

ENERO

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1/1 Entrega de Calificaciones Q2 y S1
 1/3 Reunión PD de Personal (No Clases)
 1/4 Primer día del Semestre 2
 1/11 Examen de Inglés (Medio Día)
 1/12 Reunión Mensual de Padres
 1/16 Día Festivo de MLK
 1/25 Primer día de Clases de Enriquecimiento

FEBRERO

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

2/8 Día de Universidades y Carreras
 2/9 Reunión Mensual de Padres
 2/10 Q3 Informes de Progreso Provisionales
 2/17-20 Fin de Semana del día del Presidente

MARZO

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3/1 Retiro de Consejerías
 3/6 Reunión de maestros (escuela cerrada)
 3/9 Reunión Mensual de Padres
 3/10 Entrega de Calificaciones Q3
 3/16-17 Conferencia de Estudiantes
 3/31 Cesar Chavez (Día Festivo)

ABRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

4/3-7 Receso de Primavera (será determinado)
 4/10 Reunión PD de Personal (no clases)
 4/13 Reunión Mensual de Padres
 4/14 Q4 Informes de Progreso Provisionales
 4/18 Calibración Temprana de Guerrero Intelectual y Defensa de Puente
 4/24-28 Examen de SBAC (Solo para 11° grado)

MAYO

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

5/11 Reunión Mensual de Padres
 5/10-12 Presentación de Guerrero Intelectual y Defensa de Puente
 5/15-19 Exámenes Finales
 5/29 Día conmemorativo

JUNIO

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

6/3 Entrega de Calificaciones Q4 y S2
 6/5 Día de Reflexión del Personal (No Clases)
 6/6-9 Día de Planificación de Maestros
 6/12-13 Día de Planificación Equipo Freire
 6/10 Graduación de Clase de 2023
 7/1-7/23 Escuela Cerrada

Cover Sheet

Staff Handbook

Section: III. Consent Calendar
Item: G. Staff Handbook
Purpose: Vote
Submitted by:
Related Material: ARISE Staff Handbook 22-23.docx.pdf



ARISE High School Staff Handbook 2022 - 2023

3301 E. 12th Street, Suite 205
Oakland, CA 94601
Phone: (510) 436-5487
Website: www.arisehighschool.org

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of ARISE High School’s Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding ARISE High School’s expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of ARISE High School’s policies.

Just as I am free to terminate the employment relationship with ARISE High School at any time, ARISE High School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and ARISE High School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. This is the entire agreement between ARISE High School and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with ARISE High School, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook (including the at-will employment policy).

ARISE High School reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than the ARISE High School Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee _____ Name _____ (Print)

Employee Signature: _____ Date: _____

TABLE OF CONTENTS

SECTION 1 – WELCOME

DISCLAIMER

SECTION 2 – OUR MISSION/VISION/PHILOSOPHY

MISSION STATEMENT

VISION STATEMENT

ACADEMIC PHILOSOPHY

HOW LEARNING BEST OCCURS

SECTION 3 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

EQUAL EMPLOYMENT OPPORTUNITY

AT-WILL EMPLOYMENT

EXPECTATIONS OF CREW

OPEN COMMUNICATION POLICY

ARISE EMPLOYEE COMMUNICATION EXPECTATIONS

REASONABLE ACCOMMODATION

**POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION,
AND RETALIATION**

PUBLIC RELATIONS

WHISTLEBLOWER POLICY

SECTION 4 – THE EMPLOYMENT PROCESS

EMPLOYEE STATUS AND CLASSIFICATIONS

WORK SCHEDULES

WORKWEEK AND WORKDAY

SCHOOL HOLIDAYS

EMPLOYEE EXPENSE REIMBURSEMENT

ACADEMIC FREEDOM

ATTENDANCE AND PUNCTUALITY

TIME RECORDS (NONEXEMPT EMPLOYEES)

OFF THE CLOCK WORK (NONEXEMPT EMPLOYEES)

MEAL PERIODS (NONEXEMPT EMPLOYEES)

REST PERIODS (NONEXEMPT EMPLOYEES)

LACTATION ACCOMMODATION

PAYDAYS

PAYROLL WITHHOLDINGS

SECTION 5 - CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

CREDENTIAL REQUIREMENTS

CONTINUING EDUCATION

TUBERCULOSIS TESTING

CRIMINAL BACKGROUND CHECK

CHILD ABUSE AND NEGLECT REPORTING ACT

FIRST-AID AND CPR TRAINING

PERSONNEL FILES

CHANGES IN EMPLOYMENT

SECTION 6 – PERFORMANCE

EMPLOYEE PERFORMANCE REVIEW

SECTION 7 – LEAVES

FAMILY CARE AND MEDICAL LEAVE

PREGNANCY DISABILITY POLICY

UNPAID LEAVE OF ABSENCE

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)

KIN CARE

BEREAVEMENT LEAVE

JURY DUTY LEAVE

TIME OFF TO VOTE

SCHOOL APPEARANCE AND ACTIVITIES LEAVE

VICTIMS OF ABUSE LEAVE

BONE MARROW AND ORGAN DONOR LEAVE

DRUG & ALCOHOL REHABILITATION LEAVE

VOLUNTEER CIVIL SERVICE LEAVE

CIVIL AIR PATROL LEAVE

SECTION 8 – BENEFITS

VACATION/PERSONAL TIME OFF (PTO)

SICK LEAVE

INSURANCE BENEFITS

COBRA BENEFITS

SOCIAL SECURITY/MEDICARE

STATE DISABILITY INSURANCE

WORKER'S COMPENSATION INSURANCE

SECTION 9 – EMPLOYEE COMMUNICATIONS

COMPUTER, EMAIL AND INTERNET POLICY

SOCIAL MEDIA POLICY

EQUIPMENT POLICY

TELEPHONE CALLS AND TEXTING

NO SOLICITATION/DISTRIBUTION POLICY

NEPOTISM POLICY

BUILDING SECURITY/SCHOOL KEYS

INTERNAL INVESTIGATIONS & SEARCHES

INTERNAL

COMPLAINT

REVIEW.....

VIOLENCE IN THE WORKPLACE

SECTION 10 – STANDARDS OF CONDUCT

PERSONAL APPEARANCE/STANDARDS OF DRESS

PROFESSIONAL BOUNDARIES: TEACHER-STUDENT INTERACTIONS

CUSTOMERS & PUBLIC RELATIONS

PROHIBITED CONDUCT

CONFIDENTIAL INFORMATION

CONFLICTS OF INTEREST

SECTION 11 – SAFETY

DRUG AND ALCOHOL POLICY

SMOKING

SECURITY

PARKED VEHICLES

USE OF PERSONAL VEHICLE FOR SCHOOL BUSINESS

PERSONAL PROPERTY

SAFETY POLICY

ERGONOMICS

CHEMICAL EXPOSURE WARNING

SECTION 12 – TERMINATION

VOLUNTARY TERMINATION

INVOLUNTARY TERMINATION

DISMISSAL, DISCIPLINE, AND TERMINATION OF EMPLOYMENT

EXIT INTERVIEWS

VERIFICATION AND REFERENCE POLICY

SECTION 13 - TEACHER SPECIFIC INFORMATION

TEACHER ATTENDANCE RECORDS

GRADING PROCEDURES

APPENDICES

Appendix A – Harassment/Discrimination/Retaliation Complaint Form

Appendix B – Internal Complaint Form

Appendix C – ARISE Staff Evaluation Process and Log 2020-2021

SECTION 1 – WELCOME

Welcome to ARISE High School!

ARISE High School (or the “School”) has been honored to serve the Oakland community since 2007 and looks forward to continuing this service during our next charter term. The School was developed through a unique partnership with the Mills College School of Education, the Mills College TRIO Programs, Upward Bound, Oakland Community Organizations, and the Coalition of Essential Schools that sought to shift the discourse in urban education by challenging the traditional schooling model. Our founders, just as our staff today, believe that all children deserve a quality education that doesn’t replicate inequitable and oppressive institutions. Instead, we’ve developed a rigorous, high engagement, and authentic learning experience for our students.

Ultimately, the ARISE High School program is designed to support students to be agents of change - in control of their own lives and able to effect change in our community. Through active research over the past ten years, we have developed a Community and Public Health Pathway that serves as a pipeline for our students to college and career opportunities when they graduate. In deep partnership with community organizations, students have multiple, transformative opportunities to explore a broad range of college and career opportunities. Through these experiences, students develop agency over their own college and career options as well as the ability to see themselves as agents of change within our community at large.

ARISE High School currently serves approximately over 390 students in grades 9-12, and prepares students from low-income families to be the first to attend college. Currently 86% of our students qualify for free and reduced lunch, 89% speak English as a Second Language, and 86% are first-generation college-bound. We are incredibly proud of our students’ successes. Each year, we have had at least 85% of our graduates matriculate into 2- and 4- year colleges and universities.

We are happy to have you join us at ARISE High School. We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of ARISE High School, its personnel policies and procedures, and your benefits as an ARISE High School employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No ARISE High School guideline, practice, manual or rule may alter the “at-will” status of your relationship with the School.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, ARISE High School reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever the School determines that such action is warranted. For these reasons, we urge you to check with the Head of School (or Designee) to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

I welcome you and look forward to supporting our community together.

Sincerely,

Karla Gandiaga
Head of School

DISCLAIMER

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at ARISE High School. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Head of School (or Designee). You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other ARISE High School document confers any contractual right, either expressed or implied, to remain in ARISE High School's employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by ARISE High School or you may resign for any reason at any time.

No supervisor or other representative of ARISE High School except the Head of School (or Designee) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside ARISE High School, other than to individuals affiliated with ARISE High School whose knowledge of the information is required in the normal course of business.

SECTION 2 – OUR MISSION/VISION/PHILOSOPHY

MISSION STATEMENT

The mission of ARISE High School is to empower ourselves with the skills, knowledge, and agency to become highly educated, humanizing, critically conscious, intellectual, and reflective leaders in our community

VISION STATEMENT

At ARISE High School, we nurture, train, and discipline our school community to engage in a continuous practice of developing mind, heart, and body towards a VISION where we actively rise up. Agency and self-determination drive out struggle to improve our own material and social conditions towards a more healthy, equitable, and just society

ACADEMIC PHILOSOPHY

The ARISE High School educational philosophy is rooted in educational research and our own original and innovative practices, placing our students at the heart of all curricular and instructional design. We believe learning best occurs when students are fully engaged participants in a challenging college-prep curriculum that emphasizes knowledge of self, critical consciousness, and performance assessment. Furthermore, we believe this curriculum must be enacted in the context of a highly personalized and supportive environment, which provides wrap-around services through our families, teachers, socio-emotional counselors, college advisors, and community members.

Toward this end, ARISE High School believes that learning best occurs when a Relevant and Rigorous Curriculum is provided within a Collaborative School Culture. Furthermore, it believes additional core practices must be in place that transcend both of these areas, as detailed below.

HOW LEARNING BEST OCCURS

At ARISE High School, we believe learning best occurs when a Relevant and Rigorous Curriculum is provided within a Collaborative School Culture. Core features of each of these components are as follows:

- **Relevant and Rigorous Curriculum** - Utilizing two main methodologies, Understanding By Design and the Workshop Model, ARISE students are supported in practicing and applying academic skills and knowledge in a manner that:
 - Is aligned to state and national standards, utilizing standards-based grading
 - Allows for equitable, flexible, and individualized support for and engagement of all learners

- Challenges each learner to think critically and creatively
 - Offers multiple opportunities to revise, reflect, and incorporate feedback in order to continuously improve their work
 - Constructs visible, active, and performance-based demonstrations of growth, learning, and understanding
 - Provides explicit modeling to support skill and academic development
- **Collaborative School Culture** - The ARISE community fosters a collaborative school culture, to support students in their development through the following:
 - Students are explicitly taught and consistently challenged to work in a variety of constructs - from individual tasks and pairs to group projects and challenges - in order to grow, learn, and support one another to excel as scholars and a caring community of learners
 - Staff work in a highly collaborative and accountable manner to support our students, build/improve the curriculum, and identify areas of focus and growth for both adults and youth
 - Families consistently partner with ARISE to ensure and provide effective support, resources, and input that support continuous growth and improvement

In addition, the following research-based pedagogical principles transcend both of these core areas:

- **Culturally Responsive** - We believe culturally responsive teaching is not just about motivating disengaged students - it's about rebuilding trust with them through a learning partnership. It is that partnership that builds rapport and trust, in turn allowing educators to get permission from students to push them into their zone of proximal development. (Hammond, 2015)
- **Cognitive** - We believe the most powerful learning comes from developing sophisticated understanding of concepts and higher order thinking associated with various fields of inquiry. (Bruner, 1966 & 1996; Wiggins & McTighe, 2005)
- **Critical** - We believe students should be taught skills for learning how to examine information through a critical lens rather than simply provided information. Through authentic dialogue, students develop an awareness of reality and bias which then helps them examine new possibilities. (Burbules, 1993; Cortez, 1986; Freire, 1996; Olsen, 1999; Shor, 1992; Wiggins & McTighe, 2005)
- **Reflective** - We believe learners should be provided with ample opportunities to look back, to reflect, and to debrief about both what they know and don't yet know. (Dewey, 1971; Doll, 1993; Freire, 1996)

- **Standards-Based** - We believe students' proficiency must be measured on well-defined course objectives. (Tomlinson & McTighe, 2006)
- **Restorative** - We believe that an implicit curriculum (Inlay, 2010) exists in schools, and that ARISE educators are culture builders who can support the school's core values (Keinfeld, 1975; Ware, 2006; Hollie, 2011; Inlay, 2010; Claassen, 2008). As well, we shift the paradigm of discipline from a focus on punishment to a focus "on responsibility, accountability, and a goal of restoration for all impacted by the offense." (Claassen, 2008)
- **Appropriate** - We believe effective intervention must include a process that can identify students by name and by need and then provide them with timely, directive, precise, and systematic support to keep them moving forward with their learning. (Dufour & Marzano, 2011)
- **Collaborative** - We believe cooperative learning activities tap the social power of learning, especially for students learning a second language. We understand that learning is socially constructed, and as such, students working together collaboratively in a variety of different groupings maximizes learning for all students regardless of their achievement levels. (Cummins, 1986; Lindholm-Leary, 2001; Lazarowitz & Karsenty; Slavin, 1994; Vygotsky, 1978, 1990)
- **Transformational** - We believe students do not just receive knowledge, but create it within the cognitive systems they encounter. In doing so, they develop new ways to see and do things. (Doll, 1993; Freire, 1996, Bruner, 1966; Shor, 1992)
- **Performative** - We believe performance assessment - the opportunity to perform, create, or produce something with transferable real world application - taps into students' higher order thinking skills. Researchers have found that the use of performance assessments can produce positive instructional changes in classrooms (Koretz et al., 1996; Matthews, 1995); increase student skill development (Spalding and Cummins, 1998); increase student engagement and post-secondary success (Foote, 2005); and strengthen complex conceptual understandings (Chung & Baker, 2003). Fundamentally, performance-based assessments Ruth Chung Wei, Raymond L. Pecheone, and Katherine L. Wilczak (December 2014) provide a means to assess higher order thinking skills while helping teachers and principals support students in developing a deeper understanding of content. (Vogler, 2002)
- **Data-Driven** - We believe that to be effective, teachers must provide instruction within a child's zone of proximal development. In order to provide this finely calibrated instruction, teachers must use a variety of assessments and informational sources to effectively target their instruction to meet the

needs of the learner. (Bruner, 1966 & 1996; Piaget 1969; Jamentz, 1996; McTighe, 2005; Wiggins, 1998; Leahy, Lyon, Thompson, Wiliam, 2005)

- **Collegial** - We believe students learn best when their teachers are engaged in continuous and collaborative reflection and professional learning. (Boudett and Steele, 2005; Darling-Hammond, 1993; Nelson & Hammerman, 1996; McLaughlin & Oberman, 1996)
- **Familial** - We believe students are successful when they are supported by caring adults, and when school and home work as partners to set high expectations for student behavior and achievement. (Brandt, 1989; Delgado-Gaitan, 1990)

Our educational program structures are explicitly designed to support an ambitious and authentic vision of student achievement that encompasses both academic and socio-emotional outcomes.

Instructional Core

In order to achieve our instructional goal, teachers we are focused on the growth and development of all teachers around our Instructional Core, which is [linked here](#).

SECTION 3 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

ARISE High School relies upon the accuracy of the information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EQUAL EMPLOYMENT OPPORTUNITY

ARISE High School is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity and gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military service and veteran status;
- Any other consideration made unlawful by federal, state or local laws.

Also in accordance with applicable law, the School prohibits discrimination against any qualified disabled employee or applicant. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, ARISE High School prohibits all forms of unlawful harassment of a sexual or other

discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of the School.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both employees and ARISE High School will have the right to terminate their employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, ARISE High School may eliminate or change any term or condition of employment (including but not limited to an employee's job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called "employment at will," and no one other than the Head of School (or Designee) of ARISE High School has the authority to alter an employee's employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Head of School (or Designee). Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict ARISE High School's right to terminate at-will.

EXPECTATIONS OF CREW

- We are adults and highly educated professionals working together in alignment around a specific vision, mission, and set of values.
- The work we do and how we do it, whether as an individual or as a collective has tremendous consequences to our students.
- We have to be clear on what we are holding adults accountable for.
- In addition to the specifics of a particular job description, school cohesion, or other guidelines associated with the school's processes and protocols, there are some ***basic expectations*** as outlined in this Handbook for what we must be accountable for on a daily, weekly, monthly and annual basis.

OPEN COMMUNICATION POLICY

ARISE High School strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength

lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisor any problems or suggestions they believe would make our organization better and stronger. ARISE High School is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with the Head of School (or Designee). Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. ARISE High School will attempt to keep the employee's concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law.

ARISE EMPLOYEE COMMUNICATION EXPECTATIONS

- 1) **Professionalism** - Any contact made with student, parent, colleague and/or member of the community shall be done in a professional manner, language and tone and stay focused on school-based issues (no cursing, no N word, nothing racially charged, nothing sexually charged, no gendered-speech, offensive, derogatory in nature, flirting (inappropriate exchanges), etc.)
- 2) **Timeliness** - All forms of communication received (unless otherwise stated) shall be returned (or acknowledge receipt) by the end of the day of the next business day.
- 3) **Specificity** – Each employee should specifically state what hours of communication are and how staff/students should communicate to them. Set clear boundaries of communication.

Addressing Gray Areas:

- 1) **Mandating Reporting** - All staff at ARISE are mandated reporters. If an employee suspects that a student may be in harm or may harm him/herself, that employee is obligated by law to report.
- 2) **Sexual Harassment / Suggestive in Tone / Inappropriate** - Report to Director of Operations and/or Head of School immediately.
- 3) **Use of Emojis** – Employees should be mindful when texting emojis or using emojis to express thoughts, especially to students. It might be interpreted and viewed as inappropriate.
- 4) **Social Media Usage** - Be mindful when posting on social media. All it takes is one screenshot to paint a narrative. Employees should not post anything that could be used against them at a later time. Per ARISE Staff Handbook, staff cannot be "friends" with ARISE students or parents. In the event an employee is already "friends" with students, then that employee must change their settings so that students cannot see the employee's personal posts. When a student graduates from ARISE, then employees are allowed to be "friends" with former students and parents.

5) Be smart! Do the right thing! When in doubt, ask someone first.

REASONABLE ACCOMMODATION

ARISE High School is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is the School's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such an individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, ARISE High School will provide reasonable accommodation to a qualified individual with a disability who has made the School aware of their disability, provided that such accommodation does not constitute an undue hardship on the School. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Head of School (or Designee). ARISE High School encourages individuals with disabilities to come forward and request reasonable accommodation.

POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

ARISE High School is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. ARISE High School's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

ARISE High School does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Head of School or designee.

When ARISE High School receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Head of School) or the Head of School or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. ARISE High School is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

ARISE High School is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of unwanted sexual advances, request for sexual favors and other unwanted verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All ARISE Employees will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the

use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Head of School.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - o Rape, sexual battery, molestation or attempts to commit these assaults and
 - o Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - o Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - o Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - o Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are

sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;

- o Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- o Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate ARISE High School policy.

PUBLIC RELATIONS

The success of ARISE High School depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of ARISE High School and its interest in our school will be formed in part, by ARISE High School employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, ARISE High School and our school's services.

Below are several things employees can do to help leave people with a good impression of ARISE High School.

These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times
- Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the work week
- Employees should take great pride in their work and enjoy doing their very best

WHISTLEBLOWER POLICY

ARISE High School is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of ARISE High School policy, specifically the policies contained in ARISE High School's Employee Handbook.

An employee who wishes to report a suspected violation of law or ARISE High School policy may do so confidentially by contacting the Head of School (or Designee) or the Board of Directors.

ARISE High School expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of ARISE High School. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that they has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Head of School (or Designee) or the Board of Directors. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform the Head of School (or Designee) or Board of Directors.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Head of School (or Designee) and a member of ARISE High School management will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

SECTION 4 – THE EMPLOYMENT PROCESS

EMPLOYEE STATUS AND CLASSIFICATIONS

An “employee” of ARISE High School is a person who regularly works for ARISE High School on a wage or salary basis. “Employees” may include exempt, nonexempt, regular full-time, regular part-time, and temporary persons.

Exempt

Employees whose positions meet specific criteria established by state and federal law and who are exempt from overtime pay requirements.

Nonexempt

Employees whose positions do not meet specific criteria established by state and federal law and who are paid time and one-half the employee’s regular rate of pay for hours worked in excess of 8 hours in any one workday or 40 hours in any one workweek.

Regular Full-Time

Employees who are regularly scheduled to work 30 or more hours per week are generally eligible for the ARISE High School’s benefit package, subject to the terms and conditions, and limitations of each benefit program.

Regular Part-Time

Employees who are regularly scheduled to work less than 30 hours per week, and generally not eligible for ARISE High School’s benefit package.

Temporary (Full-Time or Part-Time)

Those whose performance is being evaluated to determine whether further employment in a specific position or with ARISE High School is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of ARISE High School’s benefit programs. Temporary employees scheduled to work more than 30 hours per week on a regular basis may be entitled to the school’s benefit package.

WORK SCHEDULES

Employees should refer to the current school calendar to see their annual work schedule. Instructional employees are expected to work all days that students are present and any days indicated as professional development days on the calendar. Non-instructional employees are expected to follow the same calendar, with some additional days of work during school breaks.

Instructional Employees:

The normal working hours for instructional employees at the school sites are from 8:15 a.m. to 5:00 p.m. Instructional Employees may be required to work other than the normal hours and to take their lunch breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours, such as instructional prep, evening and Saturday family workshops, or special meetings.

The Head of School (or Designee) must approve any exceptions to the regular work schedule for instructional employees.

Non-Instructional Employees:

The Head of School (or Designee) will determine the normal working hours for non-instructional employees. Non-exempt, non-instructional employees are entitled to two ten (10) minute rest breaks and a thirty (30) minute uninterrupted meal break and are entitled to overtime pay as required by law. Generally, non-instructional employees work year-round.

Exempt employees, including all Administrative positions, will be expected to work the number of hours necessary to complete their assigned responsibilities.

WORKWEEK AND WORKDAY

ARISE High School's workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M.

SCHOOL HOLIDAYS

The School observes the following paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's day

- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Unless otherwise provided in this policy, all ARISE High School employees will receive time off with pay at their normal base rate for each observed holiday. Temporary and part time employees are not eligible to receive holiday pay, unless otherwise provided for by specific agreement in writing.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Head of School (or Designee). The employee may use paid vacation (or PTO) if the employee has unused paid time off available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

Staff members may take (1) PTO day before or after a holiday per year.

EMPLOYEE EXPENSE REIMBURSEMENT

ARISE High School will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of ARISE High School business. Expenses must be approved before any staff member purchases any item. In order to be eligible for reimbursement, employees must follow the protocol set forth in the school's policy regarding expenditures. In general, the Head of School (or Designee) must have previously approved all expenses. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted to the Head of School (or Designee) for payment process. All expense reimbursement requests should be made in the month following the expenditure but in no event more than thirty (30) days after the expenditure is made.

ACADEMIC FREEDOM

Teachers must be free to think and to express ideas, free to select and employ materials and methods of instruction within the School's curriculum framework, free from undue pressures of authority, and free to act within their professional group. Such freedom should be used judiciously and prudently to the end that it is in concert with established community standards, the vision and mission of the school, and its charter, and promotes the free exercise of intelligence and student learning.

Academic freedom is not absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our academic traditions and methods;
- A concern for the welfare, growth, maturity and development of children;
- The use of accepted scholastic methods; and
- Application of good taste and judgment in selecting and employing materials and methods of instruction.

ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Because we are a small school each position is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. If an employee is unable to report for work on any particular day, they must email (not text or call) the Head of School, Director of Operations, and their evaluator at least 2 hours before the time they are scheduled to begin working for that day. If an employee emails less than two hours before their scheduled time to begin work, they will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing an employee from work for a period of time, the employee must email on any day they are scheduled to work and will not report to work.

More than three instances of tardiness by a nonexempt employee or instructional employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

ARISE High School reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Nonexempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Nonexempt employees are not to work or to continue working after their scheduled hours unless specifically assigned by the supervisor. Nonexempt employees are not allowed to work "off the clock." Attendance at school-sponsored functions is not compensated unless the supervisor has required an employee to attend and work at the function and has written approval from the Head of School (or Designee) to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

If an employee fails to report for work without any notification to the Head of School (or Designee) and the absence continues for a period of two (2) business days, the School will determine that the employee has abandoned their job and voluntarily terminate employment.

TIME RECORDS (NONEXEMPT EMPLOYEES)

Nonexempt employees must accurately complete time records within the School's timekeeping system on a daily basis. Each time record must show the exact time work

began and ended, the meal periods taken, and an employee signature. Absences and overtime must be accurately identified on the time record. Nonexempt employees are not allowed to work "off the clock." All time worked must be recorded. Employees cannot record time and/or submit a time record for another employee. Each employee must sign and submit their own time record. Employees must record all time actually worked; working off the clock is prohibited.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact the Administrator with any questions concerning their pay so that inadvertent errors can be corrected.

OFF THE CLOCK WORK (NONEXEMPT EMPLOYEES)

ARISE High School prohibits all nonexempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

MEAL PERIODS (NONEXEMPT EMPLOYEES)

Nonexempt employees scheduled to work more than five (5) hours in a day are given a thirty (30) minute duty-free paid meal period.

REST PERIODS (NONEXEMPT EMPLOYEES)

Nonexempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Supervisors may schedule rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

Hours Worked	Number of Rest Periods
3.5 hours to 6 hours	one 10-minute rest period
Over 6 hours to 10 hours	two 10-minute rest periods
Over 10 hours to 14 hours	three 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the employee's supervisor immediately. Employees are encouraged to report any

concerns regarding meal or rest periods to the Director of Operations and Head of School.

LACTATION ACCOMMODATION

ARISE High School accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

ARISE High School will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such a room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

PAYDAYS

Paydays are biweekly in the middle and end of the month, paydays are shared by the head of school through Paylocity. The Head of School (or Designee) or their designee will distribute checks to those who do not have direct deposit. If a normally scheduled payday falls on a weekend or holiday, paychecks will be distributed the preceding business day

A written, signed authorization is required for mail delivery or for delivery of a paycheck to any other person. If an employee has an automatic deposit for their paycheck, funds will be deposited to the financial institution requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to an employee's account before the actual "payday," the school is not responsible for automatic payments or withdraws dated prior to the actual payday and employees should not depend on early deposits of pay.

If a wage order is received by ARISE High School for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from their supervisor or the Administrator as soon as possible.

PAYROLL WITHHOLDINGS

ARISE High School is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), employee pension contributions (STRS or PERS) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be

delivered, ARISE High School must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans (outside of CalSTRS), employee portion of insurance premiums, or any other benefits made available to employees.

ARISE High School prohibits improper deductions from the pay of any employee. If an employee believes an error has been made in their pay or deductions ARISE High School will work in good faith to resolve errors as soon as possible. The employee should notify the Head of School (or Designee) of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/pay stub. If the employee does not understand the deduction, then they should ask the Head of School (or Designee) to explain it. The employee may change the number of withholding allowances they wish to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Head of School (or Designee).

SECTION 5 - CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

ARISE High School employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms. Former employees who are rehired must also complete the form if they have not completed an I-9 with ARISE High School within the past three years or if their previous I-9 is no longer retained or valid. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

CREDENTIAL REQUIREMENTS

If an employee is a credentialed team member, they must provide copies of their credentials, transcripts, and test scores each fall prior to their first day of actual work. Failure to provide these documents may delay their ability to begin work.

Employees are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both the Head of School and the School with verification of renewals. Failure to provide these updated documents to the school may result in adverse employment action, up to and including termination of employment.

If an employee allows a credential, certificate, registration, or required course deadline to expire, or if they fail recertification, training, or testing, ARISE High School is required to remove the employee from the work schedule until they meet the requirements or renew their credential.

CONTINUING EDUCATION

ARISE employees are required to keep their credentials current and to keep their professional training and knowledge current through ongoing educational experiences that may include travel, retreat, university courses, workshops and other means, which will further their personal growth and enhance their teaching skills.

Reimbursement or time-off for educational experiences must be approved in advance by the Head of School, or designee.

TUBERCULOSIS TESTING

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

CRIMINAL BACKGROUND CHECK

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Head of School.

CHILD ABUSE AND NEGLECT REPORTING ACT

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

ARISE High School will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or

reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of their personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Director of Operations. All requests should be put in writing via email. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within thirty (30) days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYMENT

An employee is responsible for notifying the Director of Operations about changes in the employee's personal information and changes affecting the employee's status (for example, name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

SECTION 6 – PERFORMANCE

EMPLOYEE PERFORMANCE REVIEW

Each employee will receive a minimum of one (1) formative and one (1) summative evaluations each year conducted by the supervisor.

After the evaluation, employees will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their supervisor, and that they are aware of its contents.

ARISE's evaluation system will in no way alter the employment at-will relationship or the ability to terminate the employee.

Response to Formal Observation and Review Findings

All employees shall have the right to make their own written comments in response to the observations or review findings within two weeks of receipt. This response will be attached to the observation and/or evaluation and kept in the employee's Confidential Personnel File.

In addition to these more formal performance evaluations, ARISE High School encourages employees and their supervisors to discuss job performance on an ongoing basis.

Basis for Determining Pay

Several factors may influence the rate of pay. Some of the items ARISE High School considers are the nature and scope of the job, what other employers pay their employees for comparable jobs (external equity), what ARISE High School pays their employees in comparable positions (internal equity), and individual, as well as ARISE High School, performance. It is ARISE High School's goal to have a current Job Description on hand for each employee that broadly defines the job responsibilities and essential functions for each position.

Wage or Salary Increases

Each employee's hourly wage or annual salary will be reviewed at least once each year. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to school policies, and procedures, ability to meet or exceed duties per job description and achievement of performance goals.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

SECTION 7 – LEAVES

FAMILY CARE AND MEDICAL LEAVE

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

- Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave.

- Events That May Entitle an Employee To FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
 - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient”

when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

- c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a sibling, adult child, child of domestic partner, grandparent, grandchild, spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
 4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 3. The "twelve month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's

business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrued during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

ARISE High School may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave
 1. An employee should request FMLA leave by emailing the Director of Operations and Head of School with the time and reason for the leave.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which they is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a

comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Limitations on Reinstatement
 1. ARISE High School may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees.
 2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.
 - Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee

who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

PREGNANCY DISABILITY POLICY

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each birthing employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a birthing parent is actually disabled by pregnancy, childbirth, or related medical conditions.

- **Employee Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- **Events That May Entitle an Employee to Pregnancy Disability Leave**

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four

months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

ARISE High School shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. ARISE High School can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.

- There is a non-pregnancy related medical condition requiring further leave.
- Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Head of School . An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
 2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. In accordance with ARISE High School policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Employment during Leave**

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

UNPAID LEAVE OF ABSENCE

ARISE may grant unpaid leaves of absence to employees in certain circumstances. It is important to request such leave in writing as far in advance as possible. If an employee fails to return to work on the day agreed upon, ARISE has the right to terminate employment.

Upon returning from an unpaid leave of absence, the employee will be given priority to appropriate available positions for which they are qualified. However, employees should be aware that ARISE does not continue to pay premiums for health insurance coverage for employees on unpaid leaves of absence except where required by law. The employee may self-pay the premiums under the provisions of COBRA.

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

ARISE High School shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, ARISE High School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if they left a full-time position, the employee must

apply for reemployment within forty (40) days of being released from active duty, and if they left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling their covered service obligation under the USERRA or California law shall be credited, upon their return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

ARISE High School shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)

ARISE High School, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Head of School ;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Head of School ; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. ARISE High School, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Head of School and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

BEREAVEMENT LEAVE

ARISE High School provides employees up to seven (7) days paid bereavement leave due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, step-sibling, grandparent or grandchild.

JURY DUTY LEAVE

Nonexempt employees may take up to three (3) days leave of absence for jury duty. Exempt month employees jury duty is paid time. Instructional employees on a 10-month calendar are asked to postpone a summons to perform jury duty to the summer period. Employees who receive a jury duty summons and who desire a written verification of this policy should contact the Human Resource Manager (or Designee).

Employees who receive jury duty summons and need to take time off must notify their supervisor immediately.

TIME OFF TO VOTE

The School will allow any nonexempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work unless the School and the employee agree otherwise. The employee may be required to prove they are a registered voter.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Vacation or personal hours which have accrued but not been used may be paid to the employee for this time off

SCHOOL APPEARANCE AND ACTIVITIES LEAVE

As required by law, ARISE High School will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of ARISE High School, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

VICTIMS OF ABUSE LEAVE

ARISE High School provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to

ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide ARISE High School with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide ARISE High School one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, ARISE High School will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Head of School .

BONE MARROW AND ORGAN DONOR LEAVE

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that they are a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

DRUG & ALCOHOL REHABILITATION LEAVE

ARISE High School will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the school. Reasonable accommodation includes time off without pay and adjusting work hours. Employees may use accrued and unused sick leave. All reasonable measures to safeguard privacy will be maintained.

VOLUNTEER CIVIL SERVICE LEAVE

Employees are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter, reserve police officer or emergency rescue personnel. This is an unpaid leave but the employee may use any earned sick, vacation and/or PTO.

CIVIL AIR PATROL LEAVE

ARISE High School provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the company.

To be eligible, employees must have been employed with the company for 90 days immediately preceding the commencement of leave. Additionally, the company may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees may use accrued, unused paid time off (including [vacation/personal leave]) for leave taken under this policy.

SECTION 8 – BENEFITS

VACATION/PERSONAL TIME OFF (PTO)

Staff accrue 7 days of PTO for the year divided by their biweekly pay periods. Academic Mentors do not earn vacation leave. The maximum PTO hours that can be accrued is 200 hours. Part-time employees will receive a pro-rata “day” of PTO for each month of contractual employment.

If an employee leaves ARISE employment, they will receive payment for their accrued unused PTO at their current rate of pay.

Requests to use vacation days by employees must be submitted in writing at least 2 weeks in advance to the Head of School, Director of Operations, and evaluator (or Designee). These employees will not be approved for more than 10 days of vacation in a single academic year unless they fall on days that are not considered work days for teachers.

SICK LEAVE

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. If the employee has no spouse or registered domestic partner, the employee may designate one (1) person as to whom the employee may use paid sick leave to aid or care for that person in lieu of a spouse or registered domestic partner. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all ARISE High School employees who work two (2) hours per week, and work for ARISE for at least thirty (30) days within the span of a single calendar year from the commencement of employment. Eligible employees shall accrue one (1) hour of sick time for every thirty (30) hours worked in accordance with local and state law.

The School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than three (3) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick

leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by ARISE High School. These insurance benefits will include medical, dental, and vision. The school may set a defined contribution towards the employee's insurance premiums that are sponsored by ARISE High School. This amount will be determined on an annual basis. At this time there is no cost to the employee for insurance benefits but that will be reviewed periodically and may change due to enrollment and/or budgetary restrictions. The employee's portion, if any, of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

Eligibility

Employees are eligible for medical coverage if they are a full-time regular employee working for ARISE or if they are a part time employee who works a minimum of twenty-five (25) hours per week. Part-time employees will be responsible to pay a prorated share of the costs for medical coverage.

"Full-time" employee means that an employee is hired to work at least thirty (30) regular hours per week.

Temporary, and internship employees are not eligible to participate in the plans.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

At this time, the ARISE plan does cover the cost of medical coverage for dependents.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than four (4) months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage

under ARISE High School's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at ARISE High School group rates plus an administration fee. ARISE High School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under ARISE High School's health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

If an employee is a full-time regular employee contributing to a teacher's retirement system (PERS/STRS), earnings from this job are not covered under Social Security. When an employee retires, or if they become disabled, they may receive a pension based on earnings from this job. If an employee does, and they are also entitled to a benefit from Social Security based on either their own work or the work of their husband or wife, or former husband or wife, their pension may affect the amount of Social Security benefit an employee receives. Medicare benefits, however, will not be affected.

ARISE High School withholds income tax from all employees' earnings and participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

STATE DISABILITY INSURANCE

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Head of School (or Designee).

WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, they must report the injury immediately to their supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

SECTION 9 – EMPLOYEE COMMUNICATIONS

COMPUTER, EMAIL AND INTERNET POLICY

Every employee is responsible for using the ARISE High School's computer system, including, without limitation, its electronic mail (email) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Head of School (or Designee).

The computers that employees use at work and the email system are the property of ARISE High School and have been provided for use in conducting ARISE High School business. All communications and information transmitted by, received from, created, or stored in its computer system (whether through word processing programs, Email, the Internet or otherwise) are ARISE High School records and property of ARISE High School. The computer system is to be used for school purposes only. Employees may, however, use ARISE High School technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with ARISE High School business, and does not violate any ARISE High School policies:

- To send and receive necessary and occasional personal communications;
- To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during mealtimes or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

No Expectations of Privacy

Although ARISE High School does not wish to examine personal information, from time to time, ARISE High School may need to access its technology resources. ARISE High School has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing email sent and received by users. Further, ARISE High School may exercise its right to monitor its computer system for any reason and without the permission of any employee. Employee use of ARISE High School's computer system constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from ARISE High School's computers is not assured. Use of passwords or other security

measures does not in any way diminish ARISE High School's right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to ARISE High School for any reason that ARISE High School, in its discretion, deems appropriate. Further, employees should be aware that deletion of any email messages or files will not truly eliminate the messages from the system. All email messages and other files may be stored on a central backup system in the normal course of data management. Employees should have no expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though ARISE High School has the right to retrieve, read and delete any information created, sent, received or stored on its computer system, email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any email messages that are not sent to them or by them. Any exception to this policy must receive prior approval of the Head of School (or Designee).

Professional Use of Computer System Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on ARISE High School letterhead. Because email and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in email or computer files that would not reflect favorably on the employee or ARISE High School if disclosed in litigation or otherwise (see email expectations).

Offensive and Inappropriate Material

ARISE High School's policy preventing harassment, discrimination and retaliation applies fully to ARISE High School's computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in ARISE High School's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Head of School (or Designee).

ARISE High School may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by ARISE High School networks. Notwithstanding the foregoing, ARISE High School is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to ARISE High School's blocking software.

Solicitations

ARISE High School's computer system (including, without limitation, its Email system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Head of School (or Designee) is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the Head of School (or Designee).

Games and Entertainment Software

Employees may not use a ARISE High School Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to ARISE High School's "Confidential Information" policy, contained herein, for a general description of what ARISE High School deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

Copyrights and Trademarks

ARISE High School's computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Head of School (or Designee). Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any ARISE High School-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of ARISE High School, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of ARISE High School."

CIPA Compliance

The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the internet. In 2001, the FCC issued rules implementing CIPA and provided updates to those rules in 2011.

Under CIPA compliance, ARISE receives e-Rate funding which requires ARISE to protect children from adult content from the Web. Through our IT Specialist, we are able to block adult content from web searches and control how students log-on. ARISE ensures that staff members and students use their laptops appropriately, and any violation of CIPA is handled by our HR Manager, Dean of School Culture and Head of School.

Maintenance and Security of the System

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to ARISE High School's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer an employee is using is not connected to ARISE High School's network.

Files obtained from sources outside ARISE High School including disks brought from home; including files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage ARISE High School's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non- ARISE High School sources, without first scanning the material with ARISE High School-approved virus checking software. If an employee suspects that a virus has been introduced into the ARISE High School network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of this Policy

ARISE High School reserves the right to modify this policy at any time, with or without notice. ARISE High School may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

Acknowledgement

Employees acknowledge this policy by signing the receipt of this handbook.

SOCIAL MEDIA POLICY

ARISE High School has adopted the following policy with regard to employee behavior on social networking sites as it pertains to both employee and student initiated communication. If an employee wishes to use networking protocols as a part of the educational process, please work with administrators and technology staff to identify and use a restricted, school-endorsed networking platform.

Employees shall not accept students or the students' parents as friends on any personal social networking sites and are to decline any student or parent-initiated friend requests. Employees are not to initiate "friendships" with students or parents and must delete any students or parents already on their "friends" list immediately.

Due to security risks, employees must be cautious when installing the external applications that work with the social networking site. At a minimum, educators should have all privacy settings set to "Only Friends". The settings "Friends of Friends" and "Networks and Friends" open content to a large group of unknown people, including students.

Personal or Professional Blogs

If an employee is developing a website or writing a blog that will mention ARISE High School they must identify that they are an employee of the organization and that the views expressed on the blog or website are theirs alone and do not represent the views of ARISE High School. Unless given permission by the Head of School (or Designee), employees are not authorized to speak on behalf of ARISE High School or to represent that they do so. If an employee is developing a site or writing a blog that will mention ARISE High School, as a courtesy to the organization, they should let the Head of School (or Designee) know in advance of publication. The Head of School (or Designee) may choose to visit an employee's blog or social networking site from time to time.

Employees may not share information that is confidential and proprietary with regard to ARISE High School. This includes, but is not limited to, information about curriculum, school dynamics, school programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what ARISE High School considers confidential and proprietary. If an employee has any questions about whether information has been released publicly or doubts of any kind, they should speak with the Head of School (or Designee).

All employees who engage in social networking are legally liable for anything he/she writes or presents online. Employees can be disciplined by ARISE High School for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. Employees can also be sued by ARISE High School's employees, competitors, and any individual or company that views commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

Teachers may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the school without express written permission of the Head of School (or Designee).

Failure to comply with ARISE High School's social media policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

ARISE High School attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the school. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, employee guides, laptops, and any other equipment that may be assigned to them or their classroom if the loss is due to willful misconduct or negligence.

Laptop Computers

Each staff member assigned a laptop for professional use shall be required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct and/or negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty classroom or office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
 - immediately report the incident to his/her immediate supervisor and Chief representative;
 - obtain an official police report documenting the theft or loss; and
 - provide a copy of the police report to his/her immediate supervisor and Chief representative.

If the employee fails to adhere to these procedures, the employee will be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

TELEPHONE CALLS AND TEXTING

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, ARISE High School has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed or controlled by ARISE High School.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to perform work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to perform work tasks.

Additionally, distribution of written materials of any kind by ARISE High School employees is prohibited at all times in all working areas on school premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by ARISE High School.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the school. The Head of School (or Designee) must approve any postings prior to posting.

ARISE High School reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the school's business.

Employees are required to leave school premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on

school premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from the Head of School (or Designee).

Definitions

School "premises": property owned, leased, operated, managed or controlled by the school, including buildings, parking lots, and play areas that the school has the right to use exclusively or in common with others, vehicles owned or operated by the school, and any location where school-sponsored activities are taking place, such as restaurants, banquet halls, athletic facilities, parks or other recreational facilities.

Work time: any time when employees are engaged in or required to be performing work tasks. Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the school where employees are performing work, except cafeterias, employee break areas, and parking lots (non-work areas).

Employee Responsibility

If an employee has a need to solicit and/or distribute materials on school premises, it must be in compliance with this policy. If any employee has questions, they should talk with the Head of School (or Designee). If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If an employee is subjected to such behavior at any time, employees should report the activity to their supervisor. If solicitation or distribution occurs while an employee is working, report the activity to the Head of School (or Designee).

NEPOTISM POLICY

ARISE High School permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of ARISE High School, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. ARISE High School will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary,

hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. If in the opinion of ARISE High School, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

The Board of Directors must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a BUILDING KEY DISBURSEMENT FORM upon receiving the key.

Employees will be assigned all appropriate building keys needed to conduct their daily job responsibilities. Employees are responsible for all keys. Duplication of any key is not allowed and strictly prohibited. It is against School policy to loan or distribute any assigned keys to another employee or non-employee of the School. If school keys are lost, misplaced, destroyed, or stolen, employees must report it immediately to the Head of School (or Designee).

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on school property after hours without prior approval.

INTERNAL INVESTIGATIONS & SEARCHES

From time to time ARISE High School may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in ARISE High School's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) and personal belongings (i.e. briefcases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for ARISE High School property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to ARISE High School. ARISE High School will generally try to obtain

an employee's consent before conducting a search of work areas and personal belongings, but it may not always be able to do so.

INTERNAL COMPLAINT REVIEW

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Head of School or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Head of School or designee:

1. The complainant will bring the matter to the attention of the Head of School as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts. The Head of School or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Head of School, the complainant may file their complaint in a signed writing to the President of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Head of School or Board President (if the complaint concerns the Head of School) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Head of School (or designee) shall abide by the following process:

1. The Head of School or designee shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Head of School (or designee) finds that a complaint against an employee is valid, the Head of School (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Head of School (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Head of School's (or designee) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Head of School) or the Head of School or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

VIOLENCE IN THE WORKPLACE

ARISE High School has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect ARISE High School or which occur on ARISE High School property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at ARISE High School or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on ARISE High School premises, regardless of the relationship between ARISE High School and the parties involved.

All threats or acts of violence occurring off ARISE High School premises involving someone who is acting in the capacity of a representative of ARISE High School.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy ARISE High School property
- Making harassing or threatening phone calls, emails, texts or notes
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapon

ARISE High School's prohibition against threats and acts of violence applies to all persons involved in ARISE High School's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on ARISE High School property. Violations of this policy by any individual on ARISE High School property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to the Head of School (or Designee).

SECTION 10 – STANDARDS OF CONDUCT

PERSONAL APPEARANCE/STANDARDS OF DRESS

The Board of Directors believes that teachers and other ARISE High School staff serve as role models.

The Board of Directors encourages staff; during school hours, to wear clothing is safe and appropriate to the educational environment.

- The Head of School (or Designee) will be the final arbiter of what constitutes appropriate dress and attire.

PROFESSIONAL BOUNDARIES: TEACHER-STUDENT INTERACTIONS

ARISE High School recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

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.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Boundaries Defined

For the purposes of this policy the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member’s perspective, but some of these activities can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students but to prevent relationships that could lead to, or may be perceived as inappropriate or sexual misconduct.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member’s obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when an employee is unsure if certain conduct is acceptable, is to ask themselves, “Would I be engaged in this conduct if my family or colleagues were standing next to me?”

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students if the content is not about school activities.

Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any after-school activities on or off campus (exclusive of tutorials).
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment).
- Keeping the door open when alone with a student.
- Keeping reasonable and appropriate space between you and the student.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.

- Asking for advice from senior-staff or administration if you find yourself in a difficult situation related to “boundaries.”
- Involving your direct supervisor about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
- Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-fives, and handshakes are appropriate.
- Keeping your professional conduct a high priority during all moments of student contact.
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

Reporting

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, they must report the suspicion to the Head of School (or Designee) promptly. A reasonable suspicion means something more than mere suspicion but less than absolute knowledge. It is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Investigating

The Head of School (or Designee) will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as they deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Head of School (or Designee) shall report to the Governing Board any conclusions reached. The

investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

CUSTOMERS & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If any employee witnesses conduct in violation of this policy, they should immediately bring it to the attention of their supervisor or the Head of School (or Designee).

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records.
- Recording the work of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on School property or job sites.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Unreported absence on scheduled workdays.

- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Making or accepting personal telephone calls during working hours except in emergencies.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Working overtime without authorization or refusing to work assigned overtime.
- Failure to possess or maintain the credential/certificate required of the position.

CONFIDENTIAL INFORMATION

Employees may, during the course of their duties be advised of certain confidential business matters and affairs of the School regarding its business practices, students, suppliers and employees. Employee duties may also place an employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, personnel information and financial information. Employees shall not, either during their employment with the School or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the School, except to the extent required in the ordinary course of an employee's duties.

Upon termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Head of School (or Designee) so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

ARISE High School expects employees to devote their best efforts to the interests of our school. ARISE High School recognizes an employee's right to engage in activities outside of their employment, which are of a private nature and unrelated to School business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with an employee's ability to fully perform job duties at ARISE High School or create a conflict of interest with an employee's statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with ARISE High School whether as a regular employee or as a consultant.

If employees have any questions about whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact the Head

of School (or Designee) to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

Full time employees are expected to devote their full professional effort to their position at ARISE High School. If an employee wishes to participate in outside work activities they are required to obtain written approval from the Head of School (or Designee) prior to starting those activities. Approval will be granted unless the activity conflicts with ARISE High School's interests. In general, outside work activities are not allowed when they:

- Prevent employees from performing work for which they are employed at ARISE High School.
- Involve organizations that are doing or seek to do business with ARISE High School including actual or potential vendors.
- Violate any provisions of law or any ARISE High School policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Employee obligations to ARISE High School must be given priority. Full time employees are hired and continue employment with the understanding that ARISE High School is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

SECTION 11 – SAFETY

DRUG AND ALCOHOL POLICY

It is the intent of ARISE High School to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or School success.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol during working hours, including meal and break periods, or in the presence of pupils.
- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol on School property at any time.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform their specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or medical condition for which it is prescribed. No employee shall use or have in their possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes and vaping. Smoking is prohibited within twenty (20) feet of a school building and within twenty-five (25) feet of a school playground.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If an employee is leaving late at night or are in any other situation that presents security concerns or where an employee does not feel comfortable, that employee should seek the assistance of the Head of School (or Designee), other employees or call 911. Employees should report any suspicious persons or activities to the Head of School (or Designee). Employees must secure their desk or work area at the end of the day or when called away from their work area for an extended length of time, and should not leave valuable and/or personal articles

that may be accessible in or around the work area. Please report any problems with our security systems to the Head of School (or Designee).

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on ARISE High School property. Vehicle break-ins are on the rise throughout California. Be cautious: employees should keep personal possessions out of sight and lock their car. Insuring employee vehicles and personal property against loss and damage is recommended for employee protection.

USE OF PERSONAL VEHICLE FOR SCHOOL BUSINESS

Personal vehicles used by employees to conduct ARISE High School business must be insured by the employee's personal automobile insurer. ARISE High School's liability insurance applies on a secondary basis if the underlying personal auto insurance is insufficient. In no event does ARISE High School's automobile liability insurance coverage pay for damage to the employee's vehicle. Insuring employee vehicles against collision damage is recommended for employee protection.

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

ARISE High School cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on ARISE High School's premises, including the parking area, or away from school property while on school business. ARISE High School employees are prohibited from using personal property for work-related purposes unless approved in advance by the Head of School (or Designee).

SAFETY POLICY

ARISE High School is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Employees should report all unsafe conditions or hazards to their supervisor or the Head of School (or Designee) immediately, even if an employee believes they have corrected the problem. If an employee suspects a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, the employee should bring it to the attention of their supervisor or the Head of School (or Designee) immediately.

Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Head of School (or Designee) regarding the problem.

All workplace injuries and illnesses must be immediately reported to an employee's supervisor and the Head of School (or Designee).

ARISE High School has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review.

ERGONOMICS

ARISE High School has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. Employees should report any ergonomic concerns to the Head of School (or Designee).

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If employees have any questions or concerns about possible chemical exposure in any work area, contact the Head of School (or Designee).

SECTION 12 – TERMINATION

VOLUNTARY TERMINATION

ARISE High School will consider an employee to have voluntarily terminated their employment if the employee does any of the following: (1) elects to resign from ARISE High School; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice to ARISE High School for two (2) work days. ARISE High School requests that employees provide at least two weeks written notice of a voluntary termination. All ARISE High School property must be returned immediately upon terminating employment. ARISE High School retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of ARISE High School's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, ARISE High School reserves the right to terminate an employee at any time, with or without advance notice and with or without cause.

DISMISSAL, DISCIPLINE, AND TERMINATION OF EMPLOYMENT

ARISE High School reserves the right to terminate an employee at any time, with or without cause or notice and nothing in this policy or handbook alters the at-will nature of employment with ARISE High School.

The following list, while not complete, gives examples of behavior that can result in the immediate termination of employment. Employees should be aware that conduct not specifically listed below also might result in disciplinary action up to and including termination.

- Breaching confidentiality.
- Fighting, violence, or using abusive language or conduct that is hostile or disrespectful to a student, co-worker, supervisor, board member, volunteer, or any other persons associated or served by the school, including parents.
- Falsifying or altering school records or student achievement data
- Violating the school's equal opportunity or harassment policies
- Unauthorized use of school property.
- Unsatisfactory performance, where the employee has been given written notice of the deficiency and an opportunity to cure the deficiency;

- Unfit for service, including the inability to appropriately instruct students or associate with students;
- Insubordination;
- Falsifying or concealing information on employment records, employment information, an employment application, time record, or other ARISE High School record;
- Willfully or maliciously making false statements regarding any co-worker or ARISE High School, making threats or using abusive language toward fellow employees, supervisors, students, parents, or visitors, or otherwise violating ARISE High School's policy concerning workplace violence;
- Theft or the deliberate or careless damage or destruction of ARISE High School property, or the property of ARISE High School's employees, students or anyone on ARISE High School property;
- Possessing weapons on ARISE High School's property at any time or while acting on behalf of ARISE High School;
- Refusal to comply with any federal or state regulation or law, or refusal to comply with any ARISE High School policy or procedure;
- Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing ARISE High School, such as at a professional conference, or otherwise violating ARISE High School's Drug and Alcohol Policy;
- Engaging in criminal conduct whether or not related to job performance
- Gross negligence leading to the endangerment or harm of a child or children;
- Excessive absenteeism;
- Willfully violating any safety, health, security, or school policy, rule, or procedure;
- Reduction in force or school closure.

EXIT INTERVIEWS

All employees who leave employment at ARISE High School will be asked to take part in an exit interview with the Head of School (or Designee) to communicate their challenges and growth while employed at ARISE High School. Information shared during an exit interview will be treated as confidential.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the Head of School (or Designee). Only the Head of School (or Designee) is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, ARISE High School will disclose only the dates of employment and the title of the last position held. ARISE High School will verify or disclose additional information about the employee only if the employee provides

written authorization for ARISE High School to provide the information. However, ARISE High School will provide information about current or former employees as required by law or court order. ARISE High School will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Head of School (or Designee).

APPENDIX C

ARISE STAFF EVALUATION PROCESS AND LOG 2022-2023

Our supervision model is to create support and accountability for all staff following the [Accountability of the Crew](#) as well as supporting staff in following through on the various elements of their job descriptions.

Evaluator: ARISE administrator that serves to coach, evaluate, and supervise staff members and give reminders and or feedback of any violation of the Accountability of Crew. All feedback that is given by the Evaluator needs to be documented. The Head of School is secondary evaluator to all ARISE staff and will collaborate with primary evaluators to supervise, coach, and give feedback to any staff member.

Staff Evaluation Process:

Self-Assessment is submitted by **August 30th**

- based on Instructional core Criteria for Proficiency (for teachers) and on job description, Leader Profile (where applicable), and Accountability of Crew for all other staff members
- choose 3 areas of strength and 3 for growth: these inform your goals

Evaluator meeting to review self-assessment by **September 5th** Goals submitted by **September 9th**: Goals must be tied to School Wide Priorities Initial Evaluator Meeting by **September 13th** to approve and/or modify goals

Formative Evaluation Due **December 1st**

Summative Evaluation Due **April 1st** (unless otherwise noted on improvement plan)

Chain of Consequence for Major Violations:

- 1) Evaluator will meet with supervisee and review the violation and remind of the consequence chain. A written warning will be issued. Depending on the severity of the violation a written reprimand or suspension will be issued.

This must be followed up with an email summarizing the information discussed in the meeting with HR cc'd.

- 2) Write up (HR and Head of School informed by Managing Admin)
- 3) Improvement plan (HR and Head of School informed by Managing Admin)
- 4) Suspension and/or termination depending on severity of violation (Head of School)

Crew Accountability for a Professional Teaching & Learning Community

As adults and highly educated professionals working together in alignment around a specific vision, mission, and set of values, the work we do and how we do it, whether as an individual or as a collective has tremendous consequences for our students. As such, we have to be clear on what we must be accountable for doing. **In addition to the specifics of your particular job description, school cohesion, or other guidelines associated with the school's processes and protocols**, there are some **basic expectations** for what we must be accountable for on a daily, weekly, monthly and annual basis. The following is a list of these basic crew expectations with their associated accountability structures:

TIMELINESS

EXPECTATIONS	ACCOUNTABILITY STRUCTURE
<p>Starting the day:</p> <ul style="list-style-type: none"> ● Operations Team members start the day based on individual schedules ● Staff are encouraged to be here by 8:00am but expected to be here at 8:15am. 	Attendance and Data Tracker
<p>Teacher Office Hours:</p> <ul style="list-style-type: none"> ● Teachers will hold office hours one day per week for one hour. ● Teachers will explicitly communicate to students their office hours and be present during that time. 	Week 1 Checklist
<p>Submitting attendance:</p> <ul style="list-style-type: none"> ● Teachers must take attendance within the first 5 minutes of class. This is mandatory and non-negotiable. 	Attendance Reports - Monitored by Administrative Assistant
<p>Deliverables (by stated due dates) including:</p> <ul style="list-style-type: none"> ● Curriculum plans - Week 1 Checklist and as needed ● Class syllabus - Week 1 Checklist ● Progress reports - Each Quarter by listed Due Date ● Entering grades into Powerschool - Each Semester by listed Due Date ● Updating grades and entering new grades into Powerschool every week ● Any agreed upon action items 	Deans of Instruction and Directors of Teaching and Learning and STEM

EXPECTATIONS	ACCOUNTABILITY STRUCTURE
Professionalism <ul style="list-style-type: none"> ● Follow the ADULT PLC Codes of Respect ● Follow the Classroom Entry Protocol 	Documentation of violations - follow up with an improvement plan if needed.
Professional Development: <ul style="list-style-type: none"> ● Staff will attend and be engaged in all PD's: Weekly PD, staff work days, staff retreats, and Department & Grade Level meetings <ul style="list-style-type: none"> ○ If you are going to be absent from or need to leave early from PD, you must communicate and get approval from the Head of School and Deans of Instruction at least 24 hours ahead of time. 	Teacher Attendance and Data Tracker
Collaborative student support meetings: <ul style="list-style-type: none"> ● Familia ● IEP meetings 	IEP Data Tracker
Instructional Duties: <ul style="list-style-type: none"> ● Teaching duties ● Advisory ● Post Session ● Office Hours 	Evaluator
Mandatory Events Attend and hold strong presence for all school events	Evaluator

COMMUNICATION

EXPECTATIONS
Email: Professional use of email will be expected of all employees. All staff emails will be for A-team and designees only.
Communication between Adults: Staff must follow the Professional Learning Community Codes of Respect when communicating with fellow adults. If a staff member has concerns about the professionalism of another staff member or concerns about the violation of the Professional Learning Community Codes of Respect they should attempt to address that issue with the staff member first and if it is not able to be resolved, they can disclose such to either the Head of School or the staff member's

evaluator.

Communication between Adults and Students: All conversations including emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes.

Announcements and Newsletter:

When possible the Head of School and A-team will limit announcements to the Newsletter in order to limit all staff emails.

All staff are expected to read the newsletter.

Leaving early: Staff leaving early must communicate via email and get approval from the Head of School and copy their evaluator, A-team, and Admin Assistant.

- If it's a foreseeable early leave, at least 24 hours notice in advance, the more advance notice the better.

Absences

- All staff will communicate clearly and ahead of time, at least 24 hours, about absences to in an email to Head of School copying their supervisor, Director of Operations, and Admin Assistant
- Teachers will provide [sub lesson plans](#) provided at least 24 hours in advance and text/email Head of School and Sr. Administrative Assistant with lesson plans and learning materials (handouts)
- Staff will not be allowed to participate in additional PDs/ workshops/conferences if you have five or more absences

Paid Time Off (PTO):

PTO requests should be made 2 weeks in advance using Paylocity. An email to the Head of School, Director of Operations, as well as the staff member's evaluator should also be sent making the request.

Discipline: Communicating minor behavior issues to the following where appropriate:

- Student's advisor
- Student's parent
- Other teachers (as needed)
- RJ Team via Behavior Log

Discipline: Communicating major behavior issues to the following where appropriate:

- RJ Team via [Behavior Log](#) (and if immediate response required via text)
- Grade Team Leads
- Student's advisor
- Student's parent

Vandalism/Property Damage/Theft: Teachers must communicate any vandalism/property damage/theft to the following stakeholders:

- Head of School
- Dean of RJ
- Director of Operations
- Facilities Manager

Cover Sheet

Student and Family Handbook

Section: III. Consent Calendar
Item: H. Student and Family Handbook
Purpose: Vote
Submitted by:
Related Material: ARISE Student and Family Handbook 22-23.pdf



ARISE HIGH

Authenticity • Rigor • Inspiration • Success • Empowerment

Student and Family Handbook 2022-2023

3301 E. 12th St. Suite 205 Oakland, CA 94601

Table of Contents

Section	Page #
Introduction	
D Welcome	2
D Admissions	3
D Mission & Vision	5
D Contact Information	6
Schedule	
D Calendar	8
D School Hours	9
Course Program	
D Graduation Requirements	10
D Course Listings	11
D Grading	12
D PowerSchool Grading	18
D Concurrent Enrollment	20
D Advisory	22
D Special Education & 504's	26
D Adelante Student Services	29
D English Language Learners	30
School Wide Expectations	
D Attendance	31
D Open Campus	32
D Codes of Respect	33
D Scholar Athletes	34
D Dress Code	36
D Transportation	38
D Technology Use Policy	39
D Field Trips	40
Safety	
D Emergency and Medical Procedures	40
D Fire Drills	42
D Visitors	43
D Mandated Reporting	45
D Uniform Complaint Policy	50
Disciplinary Policies & Procedures	
D Restorative Praxis	50
D Suspension and Expulsion Policy	52
D Personal & Community Expectations	53
D Conflict Resolution	55
D Vandalism	56
D Harassment	56
D Respect Agreements	57
D Academic Honesty	58

Welcome

ARISE High School has been honored to serve the Oakland community since 2007 and looks forward to continuing this service during our next charter term. The school was developed through a unique partnership with the Mills College School of Education, the Mills College TRIO Programs, Upward Bound, Oakland Community Organizations, and the Coalition of Essential Schools that sought to shift the discourse in urban education by challenging the traditional schooling model. Our founders, just as our staff today, believe that all children deserve a quality education that doesn't replicate inequitable and oppressive institutions. Instead, we've developed a rigorous, high engagement, and authentic learning experience for our students.

Ultimately, the ARISE High School program is designed to support students to be agents of change - in control of their own lives and able to effect change in our community. Through active research over the past eleven years, we have developed a Community and Public Health Pathway that serves as a pipeline for our students to college and career opportunities when they graduate. In deep partnership with community organizations, students have multiple, transformative opportunities to explore a broad range of college and career opportunities. Through these experiences, students develop agency over their own college and career options as well as the ability to see themselves as agents of change within our community at large.

ARISE High School currently serves approximately 425 students in grades 9-12, and prepares students from a diversity of backgrounds to attend college. Currently 90% of our students qualify for free and reduced lunch, 89% speak English as a Second Language, and 86% are first-generation college-bound. We are incredibly proud of our students' successes. Each year, we have had at least 85% of our graduates matriculate into 2- and 4- year colleges and universities.

Admissions

ASSURANCES

ARISE High School makes the following assurances regarding admissions:

- ARISE High School will enroll all pupils who wish to attend to the extent that space allows.
- ARISE High School will be an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.) as outlined in Education Code § 47605(d)(2)(A). No test or assessment shall be administered to students prior to acceptance and enrollment into the school.
- ARISE High School will comply with all laws establishing minimum and maximum age for public school attendance.
- ARISE High School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, 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).
- As part of the Fall Information Update, ARISE High School will notify the District in writing of the application deadline and proposed lottery date. ARISE High School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.
- Admission eligibility will not be determined by the place of residence of a pupil, except as otherwise required by law.

ADMISSIONS PROCESS

As a member of Oakland Enrolls, we will be participating in a common application for the 2022-2023 school year. As a result there are several ways that you can now apply to ARISE. Should OUSD adopt a Common Enrollment platform under the Equity Pledge, ARISE High School would be willing to engage in a discussion on shifting its admissions process to participate in Common Enrollment.

The following admission requirements, timelines, and procedures apply at ARISE High School.

Apply - Open enrollment: November, 2022 (date TBD by Enroll Oak)

Accept Offer - Confirm School: March, 2023 (date TBD by Enroll Oak)

Application Process

Application to attend ARISE High School is comprised of the following:

- Completion of a student application form, comprising of basic contact information and grade level (available online at oaklandenrolls.org, in person at school site, or via telephone at 510-454-9360)
- Proof of Residence (if a student would like to use their residence for admissions preference)
- Copy of recent transcript for grades 10th-12

After admission, students will be required to submit an enrollment packet, which shall include the following:

- Proof of immunization
- Proof of withdrawal from previous school (if applicable)
- Detailed demographic information
- Home Language Survey
- Completion of emergency medical information form
- Proof of minimum age requirements, e.g. birth certificate
- Release of records form

Admission Process - Public Random Drawing

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications will enter a lottery by grade level through SchoolMint, with the exception of existing students, who are guaranteed enrollment in the following school year. Should ARISE receive more applications than open seats in a grade, a waitlist will be generated. ARISE will use the waitlist to fill open seats throughout the school year.

Lottery for admission to ARISE High School shall be granted in the following order of preference and according to the following rationale with the exception of existing students, who will be guaranteed admission in the following school year:

1. Siblings of enrolled and admitted students of ARISE High School
2. Children of ARISE High School Staff and Board Members (not to exceed 10% of enrollment)
3. Students zoned to attend underperforming schools within OUSD¹ in which 70% or more of students qualify for free and reduced lunch (a minimum of 60% of the available spots)
4. Other prospective students residing within OUSD boundaries
5. All other applicants

Mission & Vision

¹ An underperforming school is defined as a public school currently designated as a Program Improvement School under No Child Left Behind. OUSD underperforming schools are defined for the 2016-2021 charter term as schools that were "red" or "orange" according to the most recent OUSD Strategic Regional Analysis.

The MISSION of ARISE High School is to empower ourselves with the skills, knowledge, and agency to become highly educated, humanizing, critically conscious, intellectual, and reflective leaders in our community.

At ARISE we nurture, train, and discipline our school community to engage in a continuous practice of developing mind, heart, and body towards a VISION where we actively rise up. Agency and self-determination drive our struggle to improve our own material and social conditions towards a more healthy, equitable, and just society.

Contact Information

Staff	Position	Email
A-Team		
Karla Gandiaga	Head of School	karla@arisehighschool.org
Trevor Gardner	Director of Teaching and Learning	trevor@arisehighschool.org
Christopher Rozeville	Director of STEM	chris@arisehighschool.org
Arianna Caplan	Director of Student Support	arianna@arisehighschool.org
Gaby Sanchez	Director of Operations	gaby@arisehighschool.org
Operations		
Olga Pelayo	Administrative Assistant - 200	olga@arisehighschool.org
Susana Torres	Administrative Assistant - 205	susana@arisehighschool.org
Estela Mora-Hernandez	Custodian	estela@arisehighschool.org
Martha Diaz de Arellano	Lunch Coordinator/Custodian	martha@arisehighschool.org
Antonio Aguilar	Facilities Manager	antonio@arisehighschool.org
Aleah Fajardo	Sr Administrative Assistant	aleah@arisehighschool.org
Adelante Student Services		
Jonathan Willis	Dean of Restorative Justice	jwillis@arisehighschool.org
Danny Wilcox	Mental Health Clinician	dannywilcox@arisehighschool.org
Jay Barnhisel	Mental Health Clinician	jayb@arisehighschool.org
Brittany Albert	Academic Counselor 9th Grade	brittany@arisehighschool.org
Jeannette Hernandez	Academic Counselor 12th Grade	jeannette@arisehighschool.org
Daniela Marquez	Academic Counselor 11th Grade	daniela@arisehighschool.org
Katherine Bermudez	Academic Counselor 10th Grade	katherine@arisehighschool.org
Robyn Collignon	Director of Special Education	robyn@arisehighschool.org
Anabelen Roiz	Academic Intervention & Resource Specialist	anabelen@arisehighschool.org
Armando Castro	Resource Specialist & PE Teacher	armando@arisehighschool.org
Nataly Moreno	Resource Specialist Teacher	nataly@arisehighschool.org
Velia Navarro	Parent Liaison	parents@arisehighschool.org
Community Based Learning		
John Warren	Dean of Community Based Learning	john@arisehighschool.org
Danny Maxwell	Pathway Coordinator	danny@arisehighschool.org
Viridiana Morales	Community Based Learning Liaison	viridiana@arisehighschool.org

Calendar and Bell Schedule

2021-2022 WEEKLY 4X4 BELL SCHEDULE

TIME	MON	TUE	WED	THU	FRI
8:30 - 9:00	ADVISORY (30)	ADVISORY (30)	ADVISORY (115)	ADVISORY (30)	ADVISORY (30)
9:05 - 10:25	PERIOD 1 (80)	PERIOD 4 (80)		PERIOD 1 (80)	PERIOD 4 (80)
10:30 - 11:50	PERIOD 2 (80)	PERIOD 3 (80)	ENRICHMENT BLOCK 1 (80)*	PERIOD 2 (80)	PERIOD 3 (80)
11:50 - 12:30	LUNCH (40)	LUNCH (40)	LUNCH (40)	LUNCH (40)	LUNCH (40)
12:30 - 1:50	PERIOD 3 (80)	PERIOD 2 (80)	ENRICHMENT BLOCK 2 (80)	PERIOD 3 (80)	PERIOD 2 (80)
1:55 - 3:15	PERIOD 4 (80)	PERIOD 1 (80)	ENRICHMENT BLOCK 3 (80)	PERIOD 4 (80)	PERIOD 1 (80)
3:15 - 4:15	OFFICE HOURS	STAFF PD (NO OFFICE HOURS)		OFFICE HOURS	OFFICE HOURS

NOTES: *For the first 4-6 weeks of school, this will be continued Advisory time for students not yet enrolled in an Enrichment program.

Office Hours

The front office will be open as follows:
 Mon through Fri: 8:00am-4:00pm

ARISE 2022-2023 CALENDAR

KEY

STAFF PD - NO SCHOOL

HOLIDAY OR SCHOOL BREAK

SPECIAL EVENT (SLC, FIELD TRIP, ETC)

FINAL EXAMS (DIFFERENT SCHEDULE)

FAMILY MEETING/EVENING EVENT

FIRST DAY OF THE SEMESTER LAST DAY OF THE SEMESTER

AUGUST

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8/1-9 Whole Staff PD
 8/8 Family Orientation 9-10
 8/9 Family Orientation 11-12
 8/10 First Day of School
 8/24 Literacy Assessment (half day)
 8/31 First day of Fall Enrichment

SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

9/1 Back to School Night (5-7 pm)
 9/5 Labor Day
 9/10 01 Interim Progress Reports
 9/21 College and Career Day
 9/26 Staff PD Day (No School)

OCTOBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

10/6 Monthly Family Meeting: A-G Requirements & Financial Lit.
 10/7 01 Grades Due at Midnight
 10/10 Indigenous People's Day
 10/11 Advisory Retreats
 10/12-14 Student Led Conferences (all day)

NOVEMBER

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

11/10 Monthly Family Meeting: FAESA Night (Senior Families) Veteran's Day Holiday
 11/11 Day Holiday
 11/21 02 Interim Progress Reports
 11/21-25 Fall Break
 11/28 Staff PD Day (No school)

DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12/8 Monthly Family Meeting
 12/12-16 Finals Week
 12/19-12/2 Winter Break

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1/1 02 and S1 grades due at 11:59pm
 1/3 Whole Staff PD Day
 1/4 Second Semester Begins
 1/11 Literacy Assessment (Half Day)
 1/12 Monthly Parent Meeting
 1/16 MLK Holiday
 1/25 First day of Spring Enrichment

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

2/9 Monthly Parent Meeting
 2/8 College and Career Day
 2/10 03 Interim Progress Reports
 2/17-20 Presidents' Day Weekend

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3/1 Advisory Retreats
 3/6 Staff PD Day (No School)
 3/9 Monthly Parent Meeting
 3/10 Grades Due for 03 at Midnight
 3/16-17 Student Led Conferences
 3/31 Cesar Chavez Day

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

4/3-7 Spring Break (TBD w/ OUSD)
 4/10 Staff PD Day (no school for students)
 4/13 Monthly Family Meeting
 4/14 04 Interim Progress Reports
 4/18 Early Warrior Intellectual and Bridge Defense Calibration
 4/24-28 SBAC Testing (11th Grade Only)

MAY

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

5/11 Monthly Family Meeting
 5/22-26 Finals Week
 5/30 Warrior Intellectual & Bridge Portfolio Defense Presentations
 5/29 Memorial Day

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

6/3 04 and S2 Grades due at 11:59pm
 6/5 Staff Reflection Day (No Classes)
 6/6-9 Dept & Grade Level Planning Days
 6/12-13 Team Freire Planning Days
 6/10 Class of 2023 Graduation
 7/1-7/23 School Closed

Graduation Requirements

From its inception, ARISE High School has worked in partnership with our families to develop, support and sustain the school.

Introductory orientations for both students and staff are a critical part of every school year, and include information about all aspects of the school program, with a special emphasis on the sequence of courses and activities leading to graduation and college matriculation. Our UC-approved courses are translated into easy to understand transcripts that align with A-G requirements. Transcripts follow each individual student's personalized graduation plan. These plans are updated regularly and, along with student portfolios and performance-based assessment presentations, provide the substance of quarterly exhibitions of student work and student-led parent conferences.

Students fulfill course requirements through coursework at ARISE High School or through approved coursework at one of the community colleges in the Peralta District. Students have the opportunity to earn credits that fulfill the University of California/California State University (UC/CSU) system A-G requirements. By virtue of completing required coursework, all graduates fulfill or exceed the UC/CSU system A-G requirements, based on the chart below. The chart below contains graduation requirements. Additionally, ARISE High School collaborates with other local high schools to ensure transferability both of our courses to other schools and other schools to ours.

Subject Area	Example of Course Titles	UC/CSU Requirements	ARISE Requirements
A- Social Studies	World Cultures U.S. History Government/Economics	2 years	3 years
B- Language Arts	English 1-4 Peralta Colleges English 1A: Composition & Reading	4 years	4 years
C- Mathematics	Algebra 1 Geometry Advanced Algebra Trigonometry/Pre-Calculus Statistics	3 years (4 years recommended)	3 years (4 years recommended)
D- Science	Anatomy Physics of Engineering Chemistry in the Community Biology and Community Health Intro to Public and Community Health	2 years	3 years
E- Foreign Language	Spanish 1 Español Para Hispanos 3	2 years	2 years

F- Visual & Performing Arts	Multicultural Art Integrated Art 2	1 year	1 year
G- Academic Electives	Ethnic Studies Creating Social Change Sociology History of Latin America Engineering Business Poetry	1 year	1 year
Physical Education	Bicycling Sports and Activities Ukiah PhotOak Nature Yoga & Mindfulness TrailBlazers	Not Required	1 year
College Courses	Genomics College Math Medical Terminology 1 Medical Terminology 2	Not Required	2 courses
Enrichment	Over 60 partnerships	Not Required	Depends on graduating class

Course Listings

A typical sequence of courses by ARISE students is provided below:

9th	10th	11th	12th
Ethnic Studies	World Cultures	US History	Government
English 9	English 10	English 11	English 12
Algebra 1 or Geometry	Geometry or Algebra 2	Algebra 2 or Pre-calculus/ Trigonometry	Pre-calculus/ Trigonometry, or Statistics
Integrated Art	Biology and Community Health	Chemistry in the Community or Other Science	Senior Capstone

Health	Espanol Para Hispanos 3 or Spanish 1	Espanol Para Hispanos 4 or Spanish 2	Anatomy and Physiology or Integrated Science
Ecology	Elective	Intermediate Public and Community Health	TA, Concurrent College Enrollment Class, Elective

Proficiency Grading

ARISE GRADING PHILOSOPHY AND STANCE

Proficiency Grading (Standards-Based Grading)

What is Proficiency Grading?

Proficiency Grading is an assessment system based on the idea what is most often called “mastery learning,” a process that involves: setting clear objectives, providing students with opportunities for practice, checking for understanding, reteaching in different and new ways if needed, and, finally, giving students more than one chance to demonstrate the attainment of a learning goal.

ARISE utilizes proficiency (or standards-based) grading because we believe it is important to assess students' knowledge of the subject matter and ability to demonstrate core academic skills as the key indicators of their proficiency in a class and, therefore, the foundation for their grades. Additionally, proficiency grading gives teachers the most accurate sense of how students will perform in future academic endeavors such as upper grade classes, Bridge and Warrior Intellectual Defenses, and college courses. Proficiency grading allows teachers to focus on knowledge and skills.

However, we also understand that students enter each class in a different place academically. A majority of students starting 9th grade at ARISE are not at grade level in math or English. Therefore, it is inequitable to evaluate them on the same objective standards right away. As teachers, we need to do our best to assess them based on both proficiency as an objective measure and proficiency in the context of their academic starting place.

This is tricky, even paradoxical - but it is the only fair and just way to grade our students when they come to us in such disparate places in term of skills and knowledge. We have established the following grading principles to help teachers navigate the complex task of proficiency grading at ARISE:

- ❑ We expect each student to try their hardest and be the best student they can be
- ❑ High challenge, high support classrooms lead to maximum academic progress and student success
- ❑ Differentiation of instruction is essential for all students to grow and progress
- ❑ Grading is a tool for establishing high expectations but not the only way to do so
- ❑ Students should be allowed multiple opportunities to demonstrate proficiency in various ways
- ❑ For any assessment that require non-core values learning targets their must be multiple (at least three) opportunities for achieving proficiency are required through revisions and/or retakes
- ❑ Grades should reflect WHAT students know and can do but also HOW they are engaging in learning as part of the ARISE community; therefore we include our Core Values as a significant element of student grades
- ❑ Homework should be meaningful, purposeful, and work towards proficiency in specific LTs -given at least once per week in each class (see Purpose of HW below)

GRADING POLICY

This year we will be using Powerschool as our proficiency grading program (PowerTeacher Pro). Grades will be communicated as a percentage of proficient LTs.

Timing

- ❑ Teachers are expected to update grades in PowerTeacher Pro every **Tuesday by 9pm** so that Advisors can be prepared for one-on-one [academic consultancies](#) with their Advisees during the Thursday Consultancy/Advisory period.
 - ❑ In the case of long-term RSAs, benchmark grades through Core Value Learning Targets should be inputted periodically to check on those long term tasks
- ❑ At the end of every quarter teachers will upload grades to Powerschool and report cards will be sent home to families
 - ❑ Q1 - October 7th (grades due October 9 at midnight)
 - ❑ Q2 - December 16th (grades due December 29 at midnight)
 - ❑ Q3 - March 10th (grades due March 12 at midnight)
 - ❑ Q4 - May 19th (grade due May 21 at midnight)

Learning Targets

- ❑ Each course has a different [number of Learning Targets](#) that make up the learning objectives and goals throughout the course.
- ❑ Each Learning Target **must** be assessed at least 3 times
 - ❑ *Teachers have the ability to override the overall grade for a learning target at their discretion
- ❑ Core Values Learning Targets are Build, Lead, Respect and Persevere - these are used to grade student's completion of work and participation.
 - ❑ HW, classwork (completion), check points for RSAs

Types of Assignments

- ❑ MAJOR ASSESSMENTS
 - ❑ These are RSAs and other significant assignments on which specific feedback is given related to learning targets
 - ❑ RSAs need to have the following learning target [structures](#)
 - ❑ Two Learning Targets of Build and Perseverance to be used to grade RSA timeliness and completion
 - ❑ 5 - 8 content learning targets composed of course learning targets
- ❑ MINOR ASSESSMENTS
 - ❑ These are smaller assignments on which specific feedback is given related to learning targets (non Core Values)
 - ❑ 1-3 content learning targets assessed
- ❑ CORE VALUES ASSESSMENTS
 - ❑ These are assignments that are only graded for completion and assigned a Core Values learning target (Build, Lead, Respect)
- ❑ HOMEWORK (CORE VALUES ASSESSMENTS)
 - ❑ These are homework assignments that are only graded for completion and assigned a

Core Values learning target (Persevere)

- ❑ Homework can only be turned in within one week of when it was assigned

❑ FINAL Grading Scale

- ❑ A = 90% - 100% of LTs MET or EXCEEDED
- ❑ B = 75% - 89% of LTs MET or EXCEEDED
- ❑ C = 64% - 74% of LTs MET or EXCEEDED
- ❑ NC = 0% - 63% of LTs MET or EXCEEDED

Course Grading

	9th	10th	11th	12th
Course Learning Targets	70%	75%	80%	80%
Core Value Learning Targets : Build, Lead, Respect	20%	15%	10%	10%
Core Value Learning Targets : Persevere (for HW)	10%	10%	10%	10%

❑ **Course Learning Targets**

- ❑ All content Learning Targets for the class (except for Core Values) including the 5 Cs
- ❑ The weight of each learning target is dependent upon the number of total learning target for a given course (i.e. it will be equally divided among the learning targets)

❑ **Course Learning Targets -Core Values**

- ❑ Each Core Values LTs **will** be used to assess the following:
 - ❑ Perseverance - Homework
 - ❑ Lead/Build/Respect - Attendance, Adhering to deadlines, Work Habits, Behavior, Participation,

****Note:** Any assignments that are not graded for mastery or (i.e. any assignment that does not have feedback for students) **must** be graded with Core Values LTs.

- ❑ All teachers **must** give a Core Values assessment and grade in Powerschool at least once per week

Homework

In order to build our Warrior Intellectual culture, one that addresses the learning gaps with our students, we need to create an academic culture in which students are consistently doing meaningful work outside of class to build urgency and academic endurance.

Within each Department (and Familia) teachers will determine HW expectations in order to:

[Table of Contents](#)

- Give out HW at least once per week
- Have a specific day of collection

Purpose of homework

Within the learning environment of the classroom, homework is usually assigned. There are important reasons for these assignments. These are:

1. **to finish assignments that were not completed in class**
2. **to work independently on a *reasoning-based assignment***
3. **to have further practice with skills taught in class**

Late Work Policy

HOMEWORK & CLASSWORK
<ul style="list-style-type: none"> ❖ Late daily homework and classwork (CORE VALUES ASSESSMENTS) can only be turned in within one week of the original due date

MAJOR ASSESSMENTS:
<ul style="list-style-type: none"> ❖ RSAs should have Core Values learning targets as check points ❖ Students who do not turn in an should automatically be assigned office hours for the week. ❖ If a student does not attend office hours, teacher or Academic Mentor should call home to inform families about the missing assignment

Needs and Feedback:

- Google Classroom for the online purpose of the class
- Create a visual for changes
- Actually Modeling Assignments, lots of models
- Folks need time to play/practice
- Trevor will work with Jamen, Armando,
- First few weeks we needs folks to include the learning targets - how are the lesson LTs going into the gradebook
-

How do we talk about grades?

Level:	We Say:	For Example:	What it's Based on:
Assessments	Exceeds, Meets , Approaches, Begins to Approach, Does Not Provide Evidence	"Jose approached expectations for his performance on the Rotations Quiz"	Quizzes, Tests, Essays, Lab Reports, Class Discussions
Learning Targets	Exceeds, Meets , Approaches, Begins to Approach, Does Not Provide Evidence	"Based on an initial quiz as well as the unit exam, Jose is currently meeting Learning Target 1.3"	An average based on assessment proficiency with the most recent assignment weighted most heavily (51/49).
Course Proficiency	% Proficient % Competente	"Jose is currently 68% proficient in Geometry"	The percentage is based on how many learning targets a students has earned a Meets or Exceeds
Transcript Grades	A, B, C, NC	"For first semester, Jose has a B on his transcript in geometry"	Based on our grading scale 90-100% → A 75-89% → B 64-74% → C <64% → NC

Powerschool Grading

ARISE uses an online platform to track and monitor the academic progress of all students. Families receive printed progress reports four (4) times a year. In October during Student Led Conferences , at the end of the Fall semester during Spring Student Led Conferences and at the end of the Spring semester. However, students and parents have access to Powerschool year round by logging into student and parent accounts.

Concurrent Enrollment

ARISE requires that all students enroll and complete at least 2 college courses as part of our graduation requirements. As such, we have a unique partnership with the Peralta Colleges and offer opportunities for students enrolled at ARISE to take college classes both on our campus and college campuses.

Peralta's High School Special Enrollment (concurrent enrollment) provides enrichment opportunities for high school students who can benefit from college level instruction.

High school students enrolling in a college level course must meet assessment requirements. The student must follow all the regulations and policies of the college, including adhering to any

[Table of Contents](#)

prerequisite requirements. It is recommended that the student brings a high school transcript to assist the college in determining the correct level of courses.

Special part-time high school students are exempted from paying the California Community College enrollment fees and all other fees. High school students enrolled in more than 11.0 units are required to pay enrollment and all other mandatory fees (See the current Peralta Colleges class schedule for current health, campus use and transportation fees).

The High School Special Enrollment is specifically designed to accelerate the academic or vocational career of high school students.

Access to the Special Enrollment Program **is NOT allowed for:**

- Remedial work (any classes in any discipline that are not college level and cannot be applied to an associate degree or higher). Remedial course numbers are 250 or higher.
- Work to make up for failed high school or middle school classes.
- Recreation or hobbies.
- Any class that can be taken at the local high school.

Steps for High School Special Enrollment:

STEP 1 – Peralta Application Process:

1. Complete the [Peralta Admissions Application](#). Once the application is completed please print or write down the confirmation number of the application.
2. Read the class schedule and choose a course you would like to take.

STEP 2 – High School Special Enrollment Program Form:

1. Complete a [High School Special Enrollment form](#) and take it to your school counselor to obtain his/her signature and discuss your selection. The form must include classes recommended by your high school counselor.
2. Obtain your school Principal's signature.
3. Schedule an English, ESL and/or math assessment (placement test) only if the college pre/co-requisite course has not been completed. Assessment results will be used by counseling faculty to help you choose your classes. (Contact the Assessment Office on campus for schedule information).
4. To enroll, submit the High School Special Enrollment form in person to the Admissions & Records Office on campus. You must fill out a separate form for each semester you wish to attend.

STEP 3 – Passport Student Center Page Activation:

1. Go to passport.peralta.edu
2. Click the "Forgot password?" link and select "I don't know my User ID".
3. Enter the requested information in the pop-up window.
- 4.
5. Use the User ID and Password you are given in the log-in box. Please email reset@peralta.edu if you are unable to log into the Passport System.
- 6.
7. Click the "Student Center" link.
8. High school students are only allowed to drop classes and view personal information online in their PASSPORT Student Center Page.
9. High school students can only enroll in classes in person at the Admissions & Records Office on campus.

For more information please contact our Academic Counselors via email academiccounselors@arisehighschool.org

Advisory

While the primary function of advisory is not solely career readiness it still supports students professional growth and development. ARISE has developed a 4 year sequence that incorporates key components needed for post-secondary success:

9th grade

Core Values (Facing History & Ourselves) and Academic Identity provides students with the language, pedagogy, and resources to build a humanizing, respectful, supportive school-wide culture at ARISE. This cultural focus ensure all students can use Facing History language (upstander, bystander, perpetrator, victim, Universe of Obligation, brother's/sister's keeper) to hold themselves and others accountable to creating a humanizing, respectful, supportive culture. In addition, 9th grade advisory focuses on concrete academic organizational skills. Deliverables at the end of the school year include an academic profile for each student where they establish their organizational system, personal and academic goals, and how they fit into the culture of ARISE.

10th grade

Service as Purpose (buildOn)/ Puente Prep For the 2019-20. Their curriculum explores critical global issues and explains to students how they relate to our own lives here in the U.S. We will be incorporating some of their Local and Global Education curriculum that focuses on challenges young people face in their immediate communities, like youth violence, hunger, and poverty and aim to help students understand the impact of education on breaking the cycle of extreme poverty. We are intentionally including this curriculum in 10th grade to support students ability to explore potential career options through service opportunities. Their participation in service also readies them for the expectations and etiquette required to navigate professional spaces.

At the end of 10th grade our students are required to present a capstone called Puente/Bridge. This cumulative and reflective presentation is an opportunity for students to highlight their academic experience at ARISE, their personal growth and development, and their future goals and aspirations. Deliverables at the end of the school year include an academic portfolio, presentation, reflection, and resume or curriculum vitae.

11th grade

Embracing the Future Me (College and Career Readiness) We've adopted and modified BigFuture's College Planning and Career Exploration curriculum for our junior advisories. Using this as a grounding text students explore who they are, where they are going, and how they are getting there. This curriculum provides scaffolded activities and curriculum where students explore their personal, academic and career interests. Junior year is vital to supporting and strengthening student's academic and cultural identity at ARISE.

This year preps and supports students for junior and senior capstones called Proficiencies Defenses. Deliverables at the end of the school year include a mock admissions college application and personal statement, experiencing a mock interview, and a tentative post-graduation plan.

12th grade

Rising Up (Post-Graduation Planning) College advising, post-graduation planning, and career are the major tenets of our senior advisory program. In order to support students transition out of ARISE and transition into the “real world”. Senior advisory leverages a formal conferencing structure to build relationships and support student planning. Following College Board’s suggested advisory curriculum senior advisors will help their advisees reflect upon and monitor their academic progress, develop and maintain relationships between and among advisees and the adviser, help advisees identify and develop the necessary attitudes, behaviors and skills to succeed in school, college and life, and finally, to provide advisees with the resources and information necessary to make thoughtful decisions about the future.

Special Education & 504s

Special Education

Pursuant to the Individuals with Disabilities Education Improvement Act (20 U.S.C. §§ 1400 et. seq) and relevant state law, ARISE High School is responsible for identifying, locating, and evaluating children enrolled at ARISE with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or are wards of the State. To ensure that eligible students are receiving the services to which they are entitled, we would like to request your assistance.

If you know of a child who has a disability or that you suspect may have a disability, you may refer that child's parent or guardian to ARISE High School by calling the Dean of School Culture. Please note: All referrals are considered confidential. The parent, legal guardian, or surrogate parent retains the right to refuse services and other procedural safeguards under federal and state law.

Section 504 Plan

Section 504 of the Rehabilitation Act of 1973 states that no otherwise qualified disabled individual in the United States...shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. (29 USC 794)

- Compliance monitored by the Office of Civil Rights.
- Applies to all institutions receiving federal financial assistance, such as public schools.
- Schools are obligated to provide a "free appropriate public education" (FAPE) to students with a disability.

Section 504 prohibits discrimination while ensuring that disabled students have educational opportunities and benefits equal to those provided to nondisabled students. If you would like to know more about 504 Plans or other types of assistance available to your student, please contact an Administrator.

Adelante Student Services

In order for ALL students to be able to meet the high expectations that ARISE High School holds, a thorough system of support is critical. While our entire school is designed in such a way as to make the education experience highly personalized, attentive, and nurturing, Adelante Student Support Services is both structure and philosophy at ARISE to provide more intensive support. While there are systems and programs that exist within the Adelante canopy, Adelante itself cannot be reduced to a process or policy. Adelante Student Support Services creates the conditions, procedures, and resources to support struggling students academically and socio-emotionally using the following approaches: Personalization, Response to Intervention (RTI), and Restorative Praxis. The following section provides details on the Response To Intervention program, and the Universal Education Model within which it operates. While this model is squarely focused on integrated services throughout the school program and day, services to different subgroups are detailed below through individual sections in accordance with the education code.

Unconditional Education

ARISE High School serves a diverse student population with a range of academic and socio-emotional needs. This includes students who are performing below grade level, students who are performing above grade level, students who qualify for special education services, and students who are learning English as a secondary language. Serving all these students well is a core design element of the ARISE High School program.

ARISE High School has partnered with the Seneca Family of Agencies in the implementation of a Multi-Tiered Model for proactive support and intervention across the domains of academics, behavior, social, and emotional well-being.

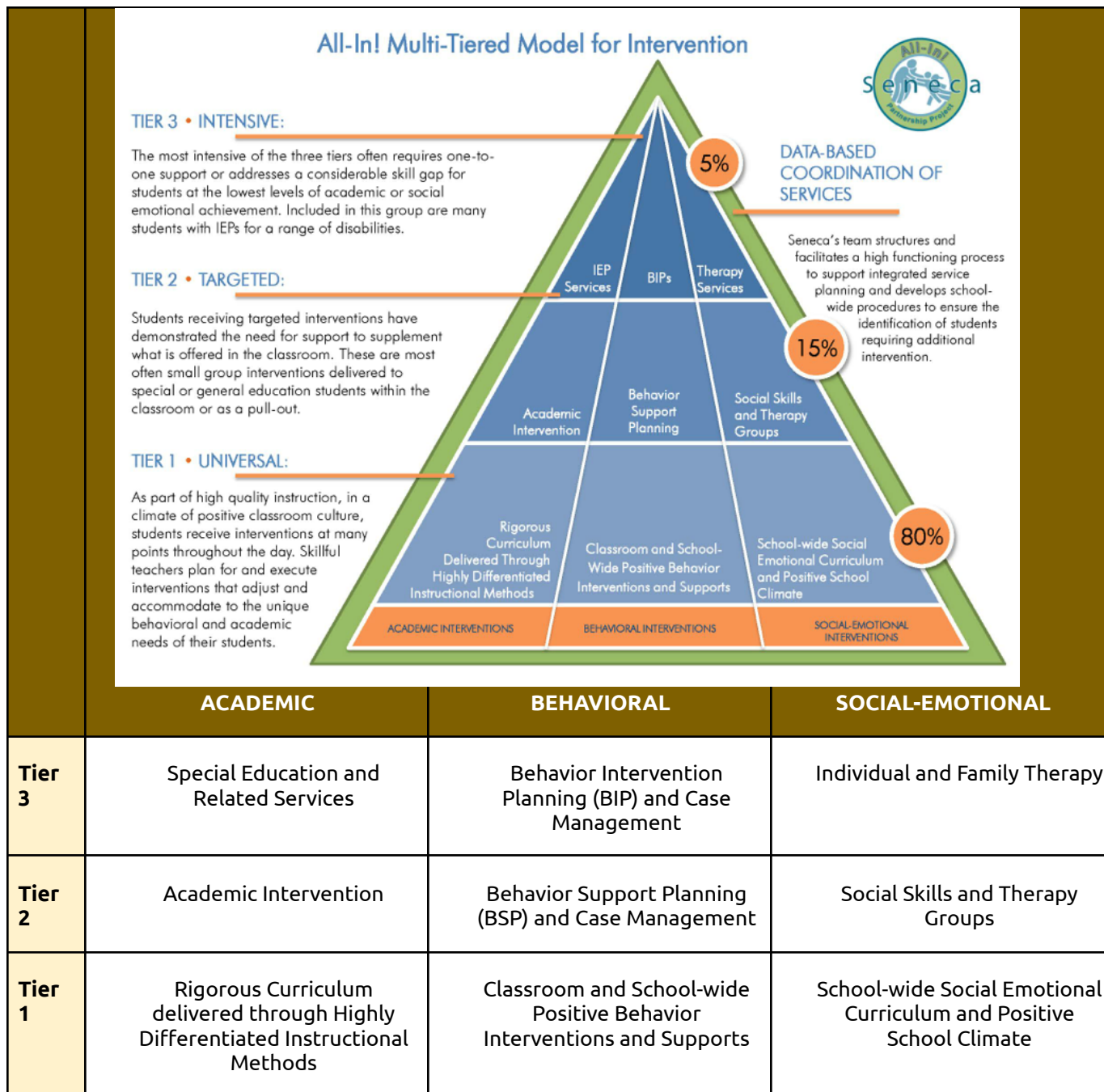
The Unconditional Education (UE) Model aligns academic, behavioral, and social-emotional approaches to ensure students and their families are provided integrated, responsive interventions that are attuned to the child and family's specific needs. This model establishes criteria for decision-making around three Tiers of services, with Tier 1 services implemented school-wide, and Tiers 2 and 3 targeting students who require additional services to succeed. The Response to Intervention (RTI) tiered services are described in more detail below.

ARISE's Adelante team utilizes a "Coordination Of Services Team" (COST) model made up of school leaders, service providers, general education teachers, and support staff that are responsible for the coordination of intervention services. At ARISE High School, the Dean of School Culture oversees this team. The team regularly reviews school-wide data including academic, behavioral and/or social emotional health reports and progress assessments to inform decisions around intervention service. In addition, the team may identify thematic areas of need around which they will develop a school-wide approach, such as school transitions, anger management, relationship violence, and alcohol and drug issues.

Response to Intervention

Under the UE Model, ARISE High School will utilize a robust Response to Intervention (RTI) program with all students. The RTI framework will be used to monitor student development academically, socio-emotionally, and behaviorally and provide interventions as needed to ensure all students grow at their optimal pace. **Figure A.TBD** provides an illustration of this model.

Figure A.TBD Seneca Unconditional Education Model



RTI is a prevention-oriented framework for providing comprehensive support to students, using assessment data to inform educators' decisions about how best to teach and support the development of their students. This rigorous prevention system provides for the early identification of learning and behavioral challenges and timely intervention for students who are at risk for long-term learning problems. A successful RTI program seeks to minimize the risk for long-term negative learning outcomes by responding quickly and efficiently to documented learning or behavioral problems and ensuring appropriate identification of students with disabilities.

As illustrated in **Figure A.TBD**, this system includes three levels of prevention with three levels of intensity, which represent a continuum of supports. Many schools use more than one intervention within a given level of prevention.

- Primary (Tier 1) prevention: high quality core instruction and social emotional learning that meets the needs of most students
- Secondary (Tier 2) prevention: evidence-based intervention(s) of moderate intensity that addresses the learning or behavioral challenges of most at-risk students
- Tertiary (Tier 3) prevention: individualized intervention(s) of increased intensity for students who show minimal response to secondary

The practices in the RTI program have also been identified to support specific subgroups of students as follows: Students Achieving Below Grade Level, Students Achieving Above Grade Level/Gifted Students, Students with Special Needs, English Language Learners, and Targeted Subgroups of Students. Each of these are discussed in depth below.

English Language Learners

ARISE High School is committed to supporting English Learners (EL), who make up approximately 20% of the student population. ARISE High School holds the same rigorous expectations for all students, regardless of primary language, and will support them in meeting the same expectation we hold for all students. Both integrated and targeted English Language Development (ELD) will be designed in alignment with the California ELD Standards with the intent to align instructional support for ELLs in both settings with the knowledge, concepts, and skills they will need to master the Common Core State Standards, Next Generation Science Standards, California State Standards, and be college and career ready.

ARISE High School's English learners take the English Language Proficiency Assessment for California (ELPAC) to determine their levels of proficiency in the English language. The test, as well as the NWEA test, the SAT writing prompt, and the school's own local assessments, determines the personalized educational plan best suited to each individual student. For example, a student who needs extra support in reading would be assigned to our Adelante reading intervention program.

As with all of the other sub-groupings of students, the school's English learners will also benefit from the highly personalized approach of ARISE High School by having an advisor and other teachers who serve limited numbers of students and are thus better able to respond to individual needs, offer extra attention and support. While students will be in heterogeneous classrooms for their core academic subjects, our Adelante support programs are designed to provide additional small group and individualized instruction for different purposes, including targeted English Language development instruction. Based on the needs of our students our extended learning time has the flexibility to add additional courses as necessary, such as the Wordsmith Writing Workshop, which has provided additional ELD support for students.

As a way of building literacy in their home language, these students are also encouraged to take advanced classes in their native language both at the school and at local colleges. Research supports that this is an effective way of building English literacy as well. Building on the world of youth development resiliency research, a part of ARISE High School's philosophy is that every student brings particular strengths as well as struggles and it is equally important to build on strengths and allow all students to shine and experience success.

Attendance

Instructional time is sacred. Being on time and present is a revolutionary duty. In order to embody our mission to empower ourselves with the skills and knowledge to develop our agency as leaders in our community it is imperative that we are present on time, everyday.

Because regular attendance is a demonstration of the student and family's commitment to the student's education, perfect and regular attendance at ARISE will be rewarded. Students with no full-day or partial absences (excluding excused absences such as doctor's appointments) will be recognized for perfect attendance at the end of each quarter.

Please reference our [attendance policy here](#).

Open Campus

ARISE's location is unique and spread out in the Fruitvale Plaza. Therefore students must exit and enter the facility in different areas to access academic classes. All of our classes are housed in the main hallway, second floor Suite 205, and across the plaza next to Obelisco, second floor Suite 200.

While students are expected to stay on campus at all times, all students have an off-campus lunch option if they choose to eat in the plaza, at home, or in neighboring businesses. Because we are at a major transit village, students should always be aware of their surroundings and keep their valuables with them at all times. Students should report any suspicious activity immediately to Fruitvale Security or ARISE Staff.

Codes of Respect

Warrior Intellectuals follow strict codes to help them live life with integrity and love. Warrior intellectuals discipline themselves with the strength, courage, and conviction to hold true these foundational ARISE Codes of Respect in order to rise up:

<p>RESPECT SELF Love myself. Know myself. Study myself, the word & the world. To study is my revolutionary duty, so I work on myself, so I can also work on the world. I deserve to be the best me I can be within the best world I can help make.</p>	<p>RESPECT YOUR WORDS Choose your words with precision. Your words have the power to move people in a positive direction and your words can also hurt, even when you don't mean it. Because our community is sacred, hurtful and hateful language is not acceptable.</p>
<p>RESPECT OTHERS Know others. Listen to others. Understand others. Transform ME into WE. We can't do it alone. We need to help each other to be the best WE can be.</p>	<p>RESPECT SPACE This is our space. It is a sacred space of love, learning, & community. Making & keeping our space clean & beautiful is easy when we pay attention and know that our help matters. We deserve the best.</p>

We uphold our Codes of Respect and cultivate ourselves as Warrior Intellectuals by committing to the following:

<p>We attend school daily and are in class on time and ready to learn.</p>	<p>We work hard to stay engaged in every class. We do not check out, put our heads down on our desks, or sleep in class.</p>
<p>We always communicate respectfully, with all forms of communication including our words and our body language. We <u>never</u> use language that is disrespectful, oppressive, or harmful towards other members of our community.</p>	
<p>We use the bathroom before school, passing periods, lunch and after school to maximize learning time. When we need to leave class for any reason, we use the appropriate pass.</p>	<p>We use electronics at allowed times - before school, during lunch and after school. <u>Electronics are turned off every morning before class and headphones are kept out of sight.</u></p>

- Mute when not talking
- Using chat appropriately
- Camera on

Scholar Athletes

At ARISE, we believe that student athletics are important to cultivating key building blocks towards achieving our school's mission. These building blocks include developing teamwork, discipline, character, intentionality, and a supportive community. Student athletes at ARISE also work at being Scholar Athletes. As such, ARISE's policy is that **a student must be scholastically eligible** to compete in any athletic contest during that season of the sport.

Academic Eligibility

If a student is not academically eligible, he/she is not athletically eligible and will not be allowed to play in a game until they are academically eligible again. Additionally violations of codes of respect may result in athletes becoming ineligible to play in games.

In order to be academically eligible, a scholar-athlete must meet the following requirements:

- The student must maintain a **minimum progress** toward meeting the high school graduation
- Student has no more than 1 NC the day before the game
- Student turns in progress report to Dean of School Culture by lunch the day prior to any game
- The student upholds the ARISE codes of respect

Scholar Athletes as Warrior Intellectuals

Warrior Intellectuals follow strict codes to live life with integrity and love. At ARISE, Scholar Athletes are expected to uphold ARISE's Core Values at all times. A warrior intellectual disciplines themselves with the strength, courage, and conviction to hold true these foundational ARISE Core Values in order to help her or his self and the ARISE community rise up:

RESPECT: Respect Self, Others, Your Words, Space
PERSEVERE: Persevere through uncertainty, challenge, & struggle
BUILD: Build discipline, knowledge, self-esteem, agency, & community
LEAD: Lead with integrity, courage and through action

The following outlines the obvious areas of personal ethics along with the consequences for behavior in conflict with our Core Values and our expectations for behavior by Scholar Athletes **on and off the field:**

1. Any athlete who is approaching in more than 1 Code of Respect may lose eligibility to play.
2. Hateful, oppressive, or obscene language, or any act of vulgarity, is not acceptable on or off the field. Violators will be disciplined by the coach and may also face school disciplinary action.

3. Athletes are expected to treat their opponent with respect before, during, and after competition. Athletes showing poor sportsmanship towards opponents or officials, will be disciplined by the coach and may also face school disciplinary action.

4. Athletes are expected to attend all classes, be on time, turn in their assignments on time, seek help from the teacher when necessary, have a positive attitude toward their peers and teachers, and model being a Warrior Intellectual. Failure to do so will result in discipline from the coach and can lead to ineligibility to play. .

5. An athlete must be in class for four full periods to practice or play in a game that day. If an athlete is not in four full periods of class, he/she becomes ineligible to compete or practice that day.

6. An athlete who receives a Temporary Exclusion from school may not participate in practices or games for the duration of the Temporary Exclusion, including holidays, weekends, and breaks.

7. Attendance at practice, scrimmages, team meetings, and games is required. Absences not excused by the coach in advance may result in disciplinary action and possible removal from the team.

8. Academic Honesty: Athletes are expected to uphold the academic honesty policy set forth by ARISE High School. Athletes found cheating will be disciplined by the coach and may also face school disciplinary action.

Scholar Athlete Progress Report

Student Name: _____

Week of: _____

ACADEMIC UPDATE

Minimum requirements to play: 65% Of LT's Met in all but one class including advisory (no more than 1 NC).

PERIOD	COURSE NAME / TEACHER	% LT's MET	COMMENT	TEACHER INITIALS
MB/Adv				
PER 1				
PER 2				
PER 3				
PER 4				
PER 5				
PER 6				

CORE VALUES

Please indicate if Scholar Athlete is **Beginning, Approaches, Meets,** or **Exceeds** for each Core Value.

Minimum requirements: Any athlete who is approaching in more than 1 Core Value may lose eligibility to play.

PERIOD	RESPECT	PERSEVERE	BUILD	LEAD
MB/ADV				
PER 1				
PER 2				
PER 3				
PER 4				
PER 5				
PER 6				

Attendance

Athletes who receive time restoration will be ineligible to play. Students with 3 AU will not be able to play 1st ½ of game or released early. Students with 5 AU will not be able to play full games or be released early.

Number of Tardies	Number of Unexcused Absences	Gaby Signature

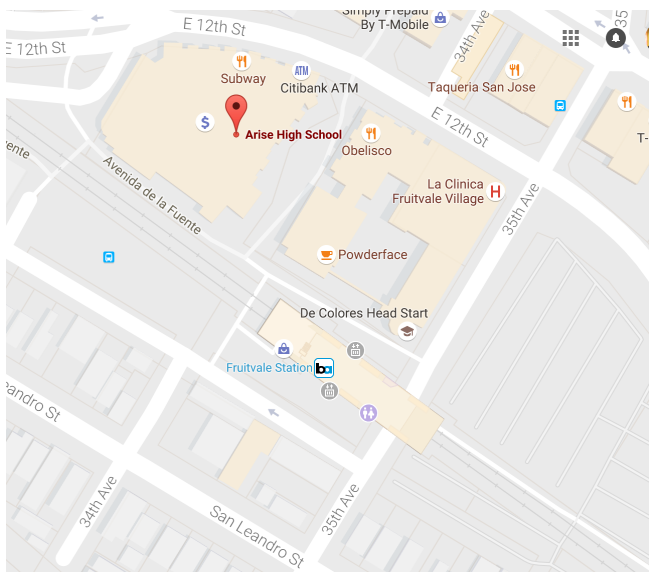
Received by Dean of School Culture on _____ Eligible to play Y / N

Dean of School Culture's Signature _____

Dress Code

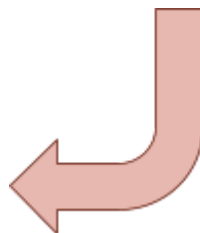
<p>We wear clothes that demonstrate dignity and self-respect.</p> <p><i>We understand that ARISE focuses on student voice, empowerment, and creativity. We seek to cultivate the ARISE Warrior Intellectual to hold her or himself with self respect and dignity who takes responsibility for her or his public self.</i></p>	<p>Respect Self</p> <p>Respect Space</p>	<p>Expectation</p> <p>We expect these basic Codes of Public Appearance to be followed by each student:</p> <ol style="list-style-type: none"> 1. Clothing cannot contain images or words that have oppressive/hateful language, curse words, objectification & sexualization, gang references, or drug usage references. 2. Undergarments should not be visible 3. For any clothing worn, we should be mindful about how we represent who we are amongst the people who see us. It is important that we learn how to present our best selves when we are in academic spaces.
--	--	--

Transportation & Parking



Drop off/ Pickup

Traffic can be very challenging during drop off and pick up. We recommend that you drop off your student at the Fruitvale BART Passenger pickup located BEHIND the BART station. You can access that location by driving down 35th ave.



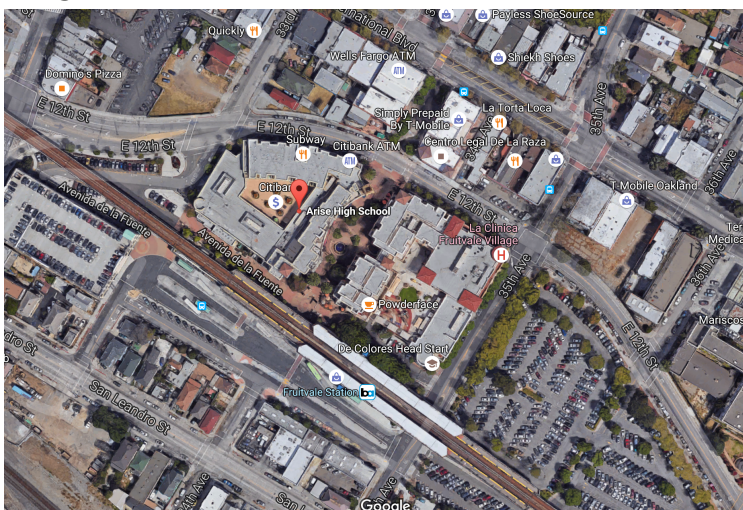
Public Transportation

ARISE is easily accessible by multiple bus lines and BART trains.

Visitor/Parent Parking

**Visitors are currently not allowed on-campus due to COVID-19 until further notice. However, parents are allowed on campus for SLC's or individual meeting purposes to discuss any student attendance or academic concerns.*

There is no private parking available to ARISE parent visitors or students. Parking can be very challenging in this area and meter maids are very active. Please allow yourself at least 15 minutes to find parking. Parking is free after 3pm in the BART Parking lot (entrance on 33rd and e. 12th) and after 5pm in the Douglass Parking Lot located on the corner of e. 12th and 35th.



Technology Use Policy

Appropriate Use of ARISE Technology

In order to maintain the quality of education that we provide our students, we ask that all students and their families sign this agreement in regards to the appropriate use of our technology.

❖ Computer use

Using technology resources is a vital part of providing a challenging and rigorous, and adequate and up-to-date education to the students of ARISE High School . The technology at ARISE High School is meant to provide support in enriching student knowledge about the world through projects, after school activities, independent research, and communication.

❖ Internet Access

ARISE High School believes that the benefits to students and educators from access to the Internet in the form of information resources and opportunities for collaboration far exceed any disadvantages of access. We ask that you support ARISE High School in creating a community of trust and integrity that includes appropriate use of the Internet.

Acceptable Use

ARISE High School believes that all students have the ability to be responsible leaders. Each student will have an individual password and folder on the school server, which will hold their work. Each student is responsible for that password and the content accessed with it, and that folder and the content saved in it. It is recommended that students not share their passwords with others, nor save other students' work within their folders. We expect our student leaders to inform the staff of any issue that may occur in relation to school technology.

Some ARISE guidelines for Internet and computer use are:

- Please avoid downloading, displaying, or sending inappropriate material (such as, pornographic, racist, or offensive in subject)
- Please avoid using inappropriate language
- Avoid behavior that could result in damage to any and all technology
- Do not engage in activity that violates copyright laws
- Avoid using our memory space with files that are not related to school or after-school activities
- Do not play games or view games related websites, unless directly related to a school project
- ARISE High School is an academic environment and our technology is not to be used for personal activity, unless approved by the classroom instructor for class purposes.

Under the Children's Internet Protection Act (CIPA), any violations of CIPA will be handled by the Head of School and legal team.

Students files are password protected, however the ARISE staff has access to all folders. Each student is limited to 10 GB of memory. If a student goes over this limit they will be asked to remove the overage and store it on personal computers or it will be removed with the periodic computer sweep.

All computers will be wiped clean at the end of each semester in order to maintain maximum use of our technology. Students will be reminded of this process and are expected to save the necessary files onto the server before this computer sweep occurs.

Students may lose, or be limited in, their use of ARISE technology if they do not behave responsibly and abide by the guidelines stated here. By signing this paper, students understand and agree to follow ARISE High School technology agreements.

Chromebooks at Home

Field Trips

Dismissal

- Students must remain with their class for the entire scheduled school day
 - If your field trip finishes early, you need to return to the school and
- Students **must** be dismissed from ARISE High School, unless:
 - Written permission is given by the parent/guardian allowing for the student to be dismissed directly from the field trip location
 - The field trip is within a 5 mile radius of ARISE high school AND it is more convenient for the student to return home directly from the location (e.g. field trip is to Josie de la Cruz and the student lives behind the park).

Written Permission Only

- Only written permission may be accepted as 'informed consent' to release the school from liability. Verbal permission (calling home) does not qualify and may not be accepted.

Chaperone Policies

- Field Trips must have at minimum a 20:1 student to chaperone ratio
- Chaperones must be 25+
- Chaperones must be fingerprinted if they will be alone with students or if the event is overnight
- Only Staff or Chaperones may drive (students may not)
 - If a chaperone will be driving they must provide a copy of their Driver's license and insurance to the Office Manager AT LEAST 24 hours before the field trip

Emergency Procedures

The following Emergency Action Procedures are designed for staff to follow in the event they need to take immediate steps to protect students, themselves and others during an emergency occurrence. All staff members need to familiarize themselves with these procedures and all students must be trained in what to do when any of these common emergency actions are implemented.

EMERGENCY ACTION – DROP, COVER AND HOLD ON

DROP, COVER AND HOLD ON is the action taken during an earthquake to protect students and staff from flying and falling debris. It is an appropriate action for:

- Earthquake or Explosion

ANNOUNCEMENT:

The following is an example announcement that would be made over the public address system and/or by teachers in the classrooms:

Example:

“Attention please. We are experiencing seismic activity. For your protection, follow DROP, COVER AND HOLD ON procedures. Get under a table or desk, away from windows and anything that could fall and hurt you. Hold that position until the shaking stops or until you receive further instructions.”

STAFF AND STUDENT ACTIONS:

Inside

- ❑ Prior to an Earthquake or Explosion, arrange desks so that they do not face windows.
- ❑ Instruct students to move away from windows.
- ❑ Immediately drop to the floor under desks, chairs or tables. With back to windows, place the head between knees, hold on to a table leg with one hand and cover the back of the neck with the other arm.
- ❑ Remain in place until shaking stops. When the quake is over, leave the building if it is determined to be unsafe to remain inside. Do not run. Avoid routes with architectural overhangs. Do not re-enter the building until declared safe by competent authority.

Outside

- ❑ Instruct students to move away from buildings, trees, overhanging wires and DROP, COVER and HOLD ON (if anything is nearby to hold onto).
- ❑ Upon the command DROP, COVER AND HOLD ON, immediately move away from objects which might topple over, drop to the ground or get under a table close by, place head between knees, and cover the back of the neck with arms and hands.
- ❑ Remain in place until shaking stops.

EMERGENCY ACTION – EVACUATION

EVACUATION is implemented when conditions make it unsafe to remain in the building. This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety. Evacuation is considered appropriate for, but is not limited to, the following types of emergencies:

- Fire
- Bomb threat
- Chemical accident
- Explosion or threat of explosion
- Post earthquake

ARISE practices Active Shooter drills and other scenarios with students and staff every year.

Medical Procedures

If your student needs to take any prescription medications, you must have:

1. A doctor’s written and signed note (Parent/Physician Statement) detailing the method, amount, and time schedules for such medication
2. A written and signed note (Parent/Physician Statement) from the parent indicating his/her desire that the school assist the student as set forth by the physician in his/her statement.

For safety reasons, students are not allowed to have medicine in their classrooms, lunchboxes, backpacks, or in their pockets. All medication must be dispensed through the office.

Parents/guardians may also come and administer medication to your student at the school, if needed. From time to time some parents request that their student be able to take acetaminophen (Tylenol) or ibuprofen (Advil) at school. This is permissible only with written parent and doctor permission (Parent/Physician Statement) and the medication must be in its original container. (Education Code 49312 & 49480) In order for school personnel to administer medication to students, the following is required:

A signed statement from a licensed physician that includes:

[Table of Contents](#)

- Name of student
- Name of the medication with dosage and route (oral, topical, etc.)
- Frequency and time of administration
- Date of the order and the discontinuation date, if applicable
- Any known drug allergies or reactions
- Parent signature must be included

Please note that a Parent/Physician Statement must be provided each school year and/or before any medication is given at school. If the medication order is changed during the school year, a new, signed Parent/Physician Statement is necessary.

NOTE: Non-prescription medications may only be given according to the policy stated for prescription medications.

Fire Drills

In a drill, someone will be yelling "FIRE"

- Grab emergency kits (if available) and your keys
- Students should wait for further direction and when prompted calmly leave the room
- Follow the emergency exit path in your emergency kit to the your designated evacuation location with your class
- At designated evacuation location, make sure your class stays together

Visitors

ARISE has an open door policy and encourages community members who are interested in learning more about ARISE or becoming a part of ARISE's development or community to schedule a visit.

Due to the COVID-19 pandemic we might have times where visitors are not allowed or asked to test and submit vaccination based on community spread and positivity rates.

Parents/Guardians are always welcome at ARISE and do not need to schedule an appointment to visit the school, unless the parent has previously been disruptive to the educational environment. See below for more information regarding visiting our campus. It is the expectation that students will be welcoming to all visitors and treat all visitors with respect. When visitors are on campus, all ARISE rules apply.

Parents and Guardians

Parents are encouraged to visit ARISE throughout the year to become familiar with the ARISE college prep environment and to keep track of their student's progress. Parents are welcome to visit their student's classes or other school events during the school day. To ensure student safety, parents must sign in at the front office and receive a visitor's pass.

An appointment is not required to visit ARISE. If you would like to speak with a specific administrator or staff member, it is suggested that you make an appointment in order to ensure the staff member's availability.

If parents are interested in visiting classes other than their student's classes, parents are encouraged to contact an administrator to arrange for a classroom tour. Please note that classroom visits may not be permitted if they are disruptive to the student learning (eg. During exams).

Other adult visitors

If you would like to be guaranteed time with an administrator, make an appointment at least one day prior to the visit

- Check in at the front office
- Wear a visitor's badge and be escorted to your destination

Non ARISE Student Visitors

All non-ARISE student visitors who are not part of the recruitment program may not be on the school campus during any part of the school day. If at any time any student visitor is disrupting the learning environment or in any way disturbing the community, he or she will be asked to leave. Visitors should be aware that ARISE campuses have a no tolerance policy in regards to gang related or gang affiliated dress or behavior. ARISE will not hesitate to notify the appropriate authorities.

Students who are interested in attending ARISE may visit ARISE during the school day only as part of the recruitment program. Students are allowed to participate in the shadow program where they will accompany a ARISE student throughout the school day to determine if attending ARISE is an appropriate decision. If a shadowing student disrupts the learning environment in any way, a parent will be called to pick up the student.

To shadow a student at ARISE:

- The parent/guardian of the non-ARISE student must make an appointment in advance
- The student must follow our dress code

- A student should bring a lunch from home or money for lunch—contact the school for the exact amount

Guests to School Events

Students who wish to bring a guest to school dances must complete a guest pass and submit it at least 72 hours in advance.

GUEST BEHAVIORAL EXPECTATIONS

The following are expectations of all who attend ARISE High School dances.

1. ARISE students may bring one guest to a dance and a completed Guest Pass Application must be submitted to the Office Manager at least 72 hours in advance. This includes acquiring the administrative or supervisor's information and signatures from your guest's school or employer.
2. ARISE reserves the right to refuse entrance to dance to any guests. .
3. The use of tobacco, drugs, or alcohol are prohibited prior to, and while in attendance of dance.
4. Guests must be at least a high school freshman to attend ARISE dances. College-age guests must have prior permission from the student's parent/guardian and an ARISE Administrator to attend. These guests are required to present a photo ID confirming their birth date prior to admittance. No guests over the age of 20 will be approved.
5. Guest attendance at ARISE activities must be approved in advance by an administrator prior to purchase of tickets. It is the ARISE student's responsibility to confirm the approval of their guest.
6. The administrator will not approve guest passes if the student has a past disciplinary incident or if their school or work supervisor does not recommend him/her.
7. Students and their guests must present their student identification cards or a valid photo ID upon entering the dance. Guests must enter and leave when the host student leaves.
8. ARISE students are responsible for the behavior of their guest, and guests may be required to leave the event for misbehavior or violations of ARISE rules and regulations.
9. *If Senior prom guests must understand that the senior prom is a formal event, appropriate attire includes suits and tuxedos with dress shoes (no athletic shoes or sandals), semi-formal and formal outfits. Shoes must be worn at all times.

Mandated Reporting

ARISE is committed to following its legal responsibilities in reporting suspected child abuse/neglect to the proper authorities. While the responsibility of enforcing legal prohibitions against child abuse and neglect lies with the protective agencies such as the local police department and Children's Protective Services,

ARISE's child care custodians (including teachers, administrative officers, certificated personnel, etc.) are mandated reporters of known or suspected child abuse/neglect and are required to fulfill this legal responsibility. Every child care custodian of ARISE must sign a "Child Abuse Reporting" form indicating they understand their responsibilities to report known or suspected child abuse/neglect.

If the employee knows or reasonably suspects that the student has been the victim of child abuse or neglect, the employee must report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and must prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

The principal or designee does not need to inform the student's parent/guardian prior to an interview by a social worker/police officer who are responding to a report of child abuse/neglect.

The student may elect to be interviewed in private or may select any adult who is a member of the staff of the school, including any certificated or classified employee or volunteer aide, to be present at the interview. (Penal Code § 11174.3)

When a social worker or police officer takes a suspected child abuse victim into custody, the principal or designee shall provide the social worker/police officer with the address and contact information of the minor's parent/guardian.

Uniform Complaint Policy

ARISE High School recognizes that the school is primarily responsible for complying with applicable state and federal laws and regulations governing education programs. The appropriate charter school representative shall address complaints alleging unlawful discrimination, harassment, intimidation and bullying, etc., against any protected group and shall seek to resolve those complaints in accordance with the school's uniform complaint procedures. (5 CCR § 4620) Protected groups are enumerated by Education Code 200 and 220. Additionally, it is the policy of the State of California, pursuant to Section 200, that all individuals shall enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This also includes sexual harassment, which is a form of sexual discrimination (EC 231.5)

Human Resource Advisors: Karla Gandiaga
Head of School
3301 E. 12th Street, Suite 205
Oakland, CA 94601
Phone: 617-816-4721
E-mail: karla@arisehighschool.org

Complete the form below in its entirety

I. Contact Information	
First and Last Name:	
Student Name (if applicable):	
Student Grade (if applicable): __	Date of Birth (if applicable):
Address:	
City/State/Zip:	
E-Mail:	
Home Phone Number:	
Work and/or Cell Phone:	
School/Office of Alleged Violation:	

II. Complainant

You are filing this complaint on behalf of:			
<input type="checkbox"/> Yourself	<input type="checkbox"/> Your Child	<input type="checkbox"/> Student	<input type="checkbox"/> Group
Name:	Name:	Name:	Name:

III. School Information
School Name:
Head of School's Name:
Address:
City/State/Zip:

IV. Basis of Complaint:

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- Migrant Education
- Special Education
- Pupil Fees
- Bilingual Education
- After School Education and Safety
- Consolidated Categorical Aid
- Child Nutrition
- No Child Left Behind Programs
- Every Student Succeeds Act Prog.
- State Preschool
- Local Control Funding Formula/ Local Control and Accountability Plan
- Career/Technical Education
- Foster/Homeless Youth
- Regional Occupational Programs
- Tobacco-Use Prevention Education
- Lactating Pupils
- Economic Impact Aid
- Juvenile Court School Pupils

Please check the following box(es), based on the type(s) of discrimination, harassment, intimidation and bullying you experienced. (Education Code 200 and 220)

- Sex (Actual or Perceived)
- Sexual Orientation (Actual or Perceived)
- Gender / Gender Expression / Gender Identity
- Ethnic Group Identification
- Race or Ethnicity
- Genetic Information
- National Origin
- Religion
- Color
- Ancestry
- Mental or Physical Disability
- Age
- Medical Condition
- Immigration Status/Citizenship
- Marital Status
- Based on association with a person or group with one or more of these actual or perceived characteristics

Association with any of these categories

- Sexual Harassment
- Sex (Title IX)
- Other:

<p>Details of Complaint: Please answer the following questions to the best of your ability. Attach additional sheets of paper if you need more space.</p>
<p>Please describe the type of incident(s) you experienced that led to this complaint, including the events or action in as much detail as possible.</p>
<p>List any of the individuals in the incident(s) complaints of:</p>
<p>List any witnesses to the incident(s):</p>
<p>Describe the location where the incident(s) occurred:</p>
<p>Please list the date(s) and time(s) when the incident(s) occurred or when the alleged acts first came to your attention:</p>
<p>Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?</p>
<p>What steps, if any, have you taken to resolve the issue before filing a complaint?</p>

--

Signature of Person Filing Complaint	Date:
Received by: Title:	Date Filed:

The Uniform Complaint Policy Filing Process is as Follows:

1. Complete Form
2. Submit Electronically or via US Mail to the Head of School and/or the Director of Operations and Finance. Address and contact information listed on Page 1.
3. Meet with the Head of School and/or the Director of Operations and Finance
4. An internal investigation occurs within 5 days of the complaint, with written response to follow within 60 days.
5. Resolution plan is determined as indicated in the written response.
6. If the complaint is not resolved at this level, the complainant has the right to appeal to the California Department of Education by following the link:
<https://www.cde.ca.gov/re/cp/uc/>

Restorative Praxis

ARISE High School utilizes a Restorative Praxis to discipline. Central to a practice of Discipline that Restores (DTR) is the understanding that an implicit social curriculum (Inlay, L., 2010) exists in schools - that teachers teach more than content, they teach who they are. ARISE High School acknowledges the existence of this curriculum and the preparation needed to create healthy, loving, rigorous, and challenging classrooms and schools. Through intentional preparation of teachers and production in our classrooms, ARISE High School fosters a culture which leads to increased community satisfaction, buy-in, and academic achievement. Grounded in the work of Keinfeld (1975), Ware (2006), Hollie (2011), Inlay (2010), and Claassen (2008), ARISE High School has developed a multilayered system that explicitly recognizes the work of educators as producers of culture. This culture is rooted in the ARISE Core Values of Respect, Persevere, Build, and Lead. Within the Core Value of Respect, ARISE High School has developed the “Warrior Intellectual Codes of Respect: Respect Self, Respect Others, Respect Your Word, Respect Space.”

Classroom Environment

There are three major components necessary for our Restorative Praxis program to be successful. These include approaching our teaching in the following ways:

1. **Warm Demander** - Teachers develop their students as human beings first
 - Family & Culture - Teachers understand and honor the strengths of the community
 - Authenticity - Teachers model the vulnerability, humility and the Codes of Respect, they serve as allies
 - Clear Boundaries - Teachers show strength, listen and affirm, challenge and offer a choice
 - Growth Mindset - Teachers believe in the “impossible” and embrace failure
2. **Safe Classroom Community** - Teachers protect their students in a potentially dangerous world
 - Prevention - Teachers hold clear expectations, talk about values, and review the Restorative Praxis flow chart (see below)
 - Core Values - Teachers develop class norms based on these so that students are clear about when they are upholding them and when they are not. They ground discussions on culture and behavior in the Core Values.
 - Routines & Rituals - Teachers practice Mindfulness, Talking Circles, and Systems for Student Success (See Organization & Structure)
 - Intervention - Teachers assume positive intent, keep things in perspective, and deliberate escalation, when to stop the curriculum, and when/how to remove students
3. **Knowledge of Students** - Teachers start where their students are, not where they want/imagine them to be
 - Prior Knowledge - Teachers take time to become familiar with who is in their classroom. They pay attention to how they interact with the space, materials, and each other. They explore what students know, their experiences, and their misconceptions.
 - Student Voice - Teachers explore what students care about and think
 - Individual Needs - Teachers differentiate without tracking, adjusting instruction based on form

Restorative Discipline

While we strive to build a community in which all students experience a sense of safety, belonging, and connectedness, we recognize that there are times in which the norms of our school community may be violated. When a violation of our Codes of Respect occurs, there must be an educational & restorative process by which the person(s) who did the violation can reflect and gain insight as to how to restore value in and of the space we call ARISE. The response to these violations depends on the needs that are created by the harm. This response can look like a restorative conversation with the person(s) harmed, community restitution, or, for significant violations, may result in temporary exclusions.

Suspensions and Expulsions

Temporary Exclusion at ARISE is based upon the restorative justice principle that says when a violation of the central values (i.e. Warrior Intellectual Codes of Respect) occurs, the person(s) who did the violation will likely need time and space in order to reflect and gain insight as to how to restore value in and of the space we call ARISE.

Prior to a temporary exclusion, a school leader MUST dialog with the student(s) and elevate to consciousness how the student's actions devalued the ARISE Codes of Respect. The dialog must be rooted as an act of learning whereby the values of the school are stressed as central to how ARISE is working to counter oppressive forces & actions that might be normalized elsewhere.

Automatic Recommendation for Expulsion

The following offenses will automatically lead to suspension and a recommendation for expulsion:

- Possession, sale or otherwise furnishing a firearm when an ARISE employee verifies firearm possession
- Brandishing a knife at another person
- Sale of a controlled substance listed in Health and Safety Code 11053, et. seq.
- Committing or attempting to commit sexual assault or committing sexual battery

Please note that the list of offenses listed above is not meant to be comprehensive and there are other offenses that could have serious or severe consequences, which may include temporary exclusion or expulsion.

Personal & Community Expectations

ARISE High School believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote mutual respect, tolerance, and acceptance.

ARISE High School will not tolerate behavior that infringes on the safety of any student. A student shall not intimidate, harass, or bully another student through words or actions. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation.

ARISE High School expects students and/or staff to immediately report incidents of bullying to the principal or designee. Staff who witness such acts take immediate steps to intervene when safe to do so.

Each complaint of bullying should be promptly investigated. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

To ensure bullying does not occur on school campuses, ARISE High School will provide staff development training in bullying prevention and cultivate acceptance and understanding in all students and staff to build each school's capacity to maintain a safe and healthy learning environment.

Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

Each school will adopt a Student Code of Conduct to be followed by every student while on school grounds, or when traveling to and from school or a school-sponsored activity, and during the lunch period, whether on or off campus.

The ARISE Code of Conduct includes, but is not limited to:

- Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.
- Harassing, intimidating, or annoying another person via electronic communications is considered "cyberbullying."
- Students are expected to immediately report incidents of bullying to the principal or designee.
- Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.
- If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the principal or the Office of Student Services. The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

STUDENT COMPLAINT FORM

At ARISE High School we hold our students and all staff to professional expectations. We take any student complaint very seriously.

If you are to file a student complaint please provide the following;

Date of Incident:

Name of Student:

Summary of Incident:

The Dean of School Culture will follow up regarding this complaint within 48 hours or two full business days. If the complaint is an urgent matter, DoSC will follow up at the end of business day.

Conflict Resolution

ARISE High School believes that all students have a right to a safe and healthy school environment. Part of a healthy environment is the freedom to openly disagree. With this freedom comes the responsibility to discuss and resolve disagreements with respect for the rights and opinions of others.

To prevent conflict, ARISE High School will incorporate conflict resolution education and problem solving techniques into the curriculum and campus programs. This is an important step in promoting respect and acceptance, developing new ways of communicating, understanding, and accepting differing values and cultures within the school community and helps ensure a safe and healthy learning environment

ARISE High School will provide training to develop the knowledge, attitudes, and skills students need to choose alternatives to self-destructive, violent behavior and dissolve interpersonal and intergroup conflict. Each school will adopt a Student Code of Conduct to be followed by every student while on school grounds, when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct includes, but is not limited to, the following:

- Students are to resolve their disputes without resorting to violence.
- Students, especially those trained in conflict resolution and peer mediation, are encouraged to help fellow students resolve problems peacefully.
- Students can rely on staff trained in conflict resolution and peer mediation strategies to intervene in any dispute likely to result in violence.
- Students needing help in resolving a disagreement, or students observing conflict may contact an adult or peer mediators (give location where listing of designated staff and students is posted).
- Students involved in a dispute will be referred to a conflict resolution or peer mediation session with trained adult or peer mediators. Staff and mediators will keep the discussions confidential.
- Conflict resolution procedures shall not supplant the authority of staff to act to prevent violence, ensure campus safety, maintain order, and discipline students.

Vandalism

Willfully damaging, defacing, or stealing any part of school property or private property is unacceptable and will not be tolerated. Students found damaging the school campus, private property or any property associated with ARISE in any way such as by tagging, littering, destroying foliage or writing on desks will meet with the head of school and are subject to suspension or expulsion, pursuant to the suspension and expulsion policy listed in this handbook.

Students and their parents/ guardians will be responsible for the cost of the damages or loss. If any accidental damage or loss occurs as a result of inappropriate behavior, a student and their parent/guardian are financially responsible for damage or loss.

Harassment

ARISE is committed to providing a learning environment that is free from harassment of any kind. Harassment of any student by another student, employee, or teacher is prohibited. The school will treat allegations of harassment seriously and will review and investigate such allegations in a prompt, confidential and thorough manner.

Harassment occurs when an individual is subjected to treatment or a school environment that is hostile or intimidating because of the individual's race, creed, color, national origin, physical disability, gender identity, gender expression, or sex. Harassment can occur any time during school hours or during school related activities. It includes, but is not limited to, any or all of the following:

Verbal Harassment

Any written or verbal language or physical gesture directed at a teacher or a student that is insolent, demeaning, abusive or implicitly or explicitly implies a threat of bodily harm is totally unacceptable and shall be deemed harassment and will be dealt with as such.

Physical Harassment

Unwanted physical touching, contact, assault, deliberate impeding or blocking movements, or any intimidating interference with normal work or movement.

Visual Harassment

Derogatory, demeaning, or inflammatory posters, cartoons, written words, drawings or gestures

Sexual Harassment

Includes unwelcome sexual advances, and other verbal or physical conduct of a sexual nature when any or all of the following occurs:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a student's academic status or progress.
2. Submission to or rejection of such conduct by a student is used as the basis of academic decisions affecting the individual.
3. Such conduct has the purpose or effect of unreasonably interfering with the individual's academic performance or creating an intimidating, hostile or offensive educational environment.

Respect Agreements

Respect Self looks like...	Respect Other
<p>We are here and on time.</p> <p>We stay focused, productive, and make thoughtful choices that bring success to everyone.</p> <p>Students recognize they're always learning and growing.</p> <p>Students love themselves and protect their reputations.</p> <p>Teachers prepare engaging and educational lesson plans and materials everyday, ahead of time.</p>	<p>We share one mic, we listen to each other, we disagree, and we accept each other's differences.</p> <p>Students treat others like they'd like to be treated.</p> <p>Students step up to help each other in the learning space.</p> <p>Teachers have trust in students, treat them with respect, and work to reach their goals.</p>
Respect Words looks like...	Respect Space
<p>We use a tone of voice and language that is positive, encouraging, and empowering.</p> <p>Students use respectful language, address each other by name, and don't put each other down.</p> <p>Teachers use respectful language, speak 1 on 1 with students, and respect student privacy.</p>	<p>We clean up after ourselves, keep our space organized, and work up to keep our space beautiful.</p> <p>We recognize that this is a shared space and work together to its success.</p> <p>Students keep space clean, develop good habits, and help maintain school without asking and help maintain school.</p> <p>Teachers set up a classroom where students can learn and work together.</p> <p>Teachers keep their classrooms clean and organized.</p>

Academic Honesty

We expect ARISE students to take responsibility for completing their own work. Students choosing to compromise their own academic integrity or the academic integrity of others through cheating, copying, plagiarizing or anything related is unacceptable. Students who cheat, copy or claim credit for work that is not theirs disrespect our core values, the ARISE Community, and themselves as learners. Assisting others in any form of academic dishonesty is also considered cheating.

ARISE does not tolerate cheating and will respond with significant consequences. Any form of cheating will result in zero credit on the assignment, immediate contact of the family, and a restorative process in which the student is responsible for restoring the harm done to the community. In the case of a major assignment both parties will be placed on an academic integrity contract.

Sequence of consequences related to plagiarism:

- A student receives an NC for the assignment and is unable to resubmit it
- Teacher communicates plagiarism to Dean of School Culture and advisor of student
- Teacher calls home and communicate to parents what happened and the implications of that action or other consequences (for instance, another student is only allowed to submit essays written during office hours)

We cannot exclude parents from these important formative conversations. It is our responsibility as a school to maintain an open and honest dialogue with families or we lose their trust.

Cover Sheet

HR and Leadership Consulting Agreement

Section:	III. Consent Calendar
Item:	I. HR and Leadership Consulting Agreement
Purpose:	Vote
Submitted by:	
Related Material:	ConsultingServicesAgrmt.pdf

Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into by and between, ARISE High School ("Client") and RainbowHR LLC on May 24, 2022 (the "Effective Date").

1. ENGAGEMENT OF CONSULTANT

Client engages Consultant to provide the services described in the attached Exhibit A, and Consultant agrees to provide such services, on the terms and conditions set forth in this Agreement. Consultant provides professional human resources consulting services. Client acknowledges that while Consultant's advice and recommendations may have tax or legal implications, Consultant is not licensed to practice public accountancy nor to practice law, and therefore does not provide legal or tax advice or any services that require such licenses. Client agrees to seek advice or consult with your personal CPA and attorney and discuss with them your questions and concerns that involve accountancy and legal issues. If you do not have a personal CPA or an attorney, we would be happy to arrange introductions.

2. COMPENSATION AND PAYMENT.

- (a) Fees for Services. As compensation for the services provided by Consultant under this Agreement, Client shall pay Consultant at the hourly rate of \$150 as described in detail in Exhibit A. Consultant will give Client notice as services performed under this agreement reach \$30,000 to allow for budget recalibration as needed. Outside of services noted in Exhibit A, Client and Consultant may also agree on a fixed rate for a project, or a monthly contract rate for regular ongoing services. These agreements will be set for in Appendices to this Agreement, and effective if signed by Client and Consultant.
- (b) Expenses. During the term of this Agreement, the Contractor shall bill and the Client shall reimburse Contractor for all reasonable and approved out-of-pocket expenses, which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from Client facilities shall not be reimbursable.
- (c) Invoices and Payment. Consultant shall submit invoices with the date and number of hours worked and a short description of the services provided. Client shall pay the balance due on the invoice ("Payment") upon receipt of the invoice but not later than fifteen (15) days of the date on the invoice (Invoice Date). Such compensation shall be payable within 15 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation.

3. TERM AND TERMINATION

This Agreement shall commence as of the Effective Date and shall continue until terminated by either party, with or without cause, by the delivery to the other party of a written notice of termination. Upon the delivery of such termination notice, Consultant shall immediately cease providing the specified services. Client shall pay Consultant for services rendered and authorized expenses incurred up to the date of delivery of such termination notice.

4. CONFIDENTIALITY

In the course of providing the services hereunder, Consultant may obtain access to, or learn, confidential information relating to the Client's operations such as products, trade secrets, business plans, personnel, projects in process, or finances (collectively, the "Confidential Information"). Consultant shall not disclose or transfer such Confidential Information to any third party without the specific prior written approval of Client.

Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Consultant by the Client; (ii) becomes publicly known and available in the public domain after disclosure to the Consultant by the Client through no action or inaction of Consultant; (iii) is lawfully in the possession of Consultant at the time of disclosure by the Client; (iv) is independently developed by Consultant without use of or reference to the Client's Confidential Information; (v) is received by Consultant from a third party which Consultant has no reason to believe has a duty of confidentiality to the Client; (vi) is required by law to be disclosed by Consultant, provided that Consultant gives the Client prompt written notice of such requirement prior to such disclosure and cooperates with the Client in the latter's attempt, if any, to prevent such disclosure or in obtaining a protective or similar order with respect to the Confidential Information to be disclosed; or (vii) has been approved for disclosure by the Client. Upon the termination of this Agreement, or upon the Client's earlier request, Consultant will deliver to the Client all of the Client's Confidential Information in tangible form that Consultant may have in Consultant's possession or control. Client consents to Consultant's use of Client's name and logo on Consultant's website or marketing materials that identify Client as a client of Consultant.

5. CONSULTANT RELATIONSHIP.

Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Consultant will not be entitled under this Agreement to any of the benefits that Client may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant by filing a Form 1099 with the Internal Revenue Service as required by law. Consultant may perform the services required by this Agreement at any place or location and at such times as Consultant shall determine. Consultant agrees to provide all tools and equipment required to perform the services under this Agreement. The Consultant shall have no authority to act as agent for, or on behalf of, the Client, or to represent the Client, or bind the Client in any manner.

6. RESPONSIBILITY

Client shall defend and indemnify Consultant against all claims, liabilities, losses, damages, costs and penalties arising in any manner from (i) any claims by customers, clients, employees, consultants or agents of Client, (ii) any acts or omissions of Clients, its agents, employees or consultants, or (iii) any breach or default under this Agreement. Neither Client nor Consultant shall be liable to the other for lost profits or any indirect, special, incidental, punitive or consequential damages arising out of this agreement, even if the other party had been notified or was aware of such damages.

7. NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated (i) by personal delivery; (ii) by overnight courier upon written verification of receipt; (iii) by electronic mail upon acknowledgment of receipt of electronic mail; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

Notices to Client
ARISE High School
ATTN: Karla Gandiaga

Notices to Consultant
RainbowHR LLC
ATTN: Keisha Jackson

3301 E 12th St. Unit 205
Oakland, CA 94601
karla@arisehighschool.org

45 Amador Village Cir, Apt. 36
Hayward, CA 94544
kjackson@rainbowhrllc.com
510.954.4835

8. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California.

9. ENTIRE AGREEMENT.

This Agreement, together with its Exhibit, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties. If any part of this Agreement shall be deemed unlawful or unenforceable by a court of law, all other provisions shall remain in full force and effect. This Agreement will inure to the benefit of an be binding upon and enforceable against the parties and their successors, assigns, executors and heirs.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date indicated in signature line below. The parties hereto agree that electronic or facsimile signatures shall be as effective as if originals.

Arise High School
Client Contact: Karla Gandiaga, _____
Title: Head of School/Directora
Signature: _____
Date: _____

RainbowHR LLC
By: Keisha N. Jackson
Title: Founder & CEO
Signature _____
Date: _____

Exhibit A: HR Consulting Services Offered by RainbowHR LLC
kjackson@rainbowhrllc.com

- On-call Executive HR support including compensation redesign
- Employee workplace investigations/mediations for up to 35hours at the standard hourly rate; additional hours over 35 will be billed as noted below.
- Leadership development & coaching for school leadership, upon request by Head of School

<p>On-call Executive HR support to include Leadership Development & Coaching</p>	<ul style="list-style-type: none"> • \$150 per hour
<p>HR Audit</p> <ul style="list-style-type: none"> • Review existing human resources policies and practices to identify any compliance gaps with current federal, state, and local laws and regulations. • Detailed report of findings and HR best practice recommendations for possible next steps. 	<ul style="list-style-type: none"> • \$6,000 (for up to 45 hours of work inclusive of report with summary of recommendations). Note: additional hours over 45 will be charged at \$150 per hour rate. • Support implementing recommendations offered at on-call Executive HR support rate and includes alignment and mapping of existing Organization policies (e.g. benefit deductions, PTO/sick leave accruals, FMLA tracking, etc.) with 3rd party vendors and/or platforms i.e. HRIS/payroll servicers, benefits servicers and/or outsourced Finance departments.
<p>Employee Handbook Development and/or significant rewrite.</p>	<ul style="list-style-type: none"> • \$10,000 <ul style="list-style-type: none"> • Package includes drafting of following types of policies Employment: At-will employment, Immigration law compliance and personnel records; All protected leaves of absence including ADA accommodations; Harassment, Discrimination and Retaliation prevention, and applicable local ordinances e.g. Fair Chance Ordinance, Consideration of Salary History, Paid Sick Leave Ordinance. • Additional policy drafting specific to organizational values/requests offered at On-call HR Executive support rate and may include but is not limited to progressive discipline, PTO/sick leave, Mileage & Expense reimbursement, workplace guidelines, DEI, etc.

<p>Training Workshops</p> <ul style="list-style-type: none"> • Workplace harassment prevention, including sexual harassment prevention training • New Manager/Manager refresher training – navigating workplace accommodation requests, company leave policies, workers compensation, performance management and evaluative feedback. • On-demand training based on organizational need and description of goal to be reached relating to personnel issues 	<ul style="list-style-type: none"> • Workplace harassment prevention training starts at \$10,000 to include training development and in-person/virtual delivery of training to up to 60 employees. <ul style="list-style-type: none"> • Training will be tailored to provide problem-based learning scenarios and align with organizational values • Training will be done in two cohorts of up to 30 employees for 2 hours for a total of 4hours of workplace harassment prevention training for up to 60 employees • Manager training/On-demand training offerings starting at \$15,000 for up to 20 participants and will incorporate organizational values and problem-based learning scenarios to ensure retention of concepts and ability to analogize to scenarios that may occur
<p>Employee workplace investigations and or/mediations</p> <ul style="list-style-type: none"> • Workplace harassment, misconduct, conflict resolution (mediation) – manager and employee and/or peer to peer 	<ul style="list-style-type: none"> • \$5,000 for up to 35 hours of work inclusive of interviews with employees, review of all data regarding claims and drafting of summary report regarding findings and recommendation. • Additional hours will be charged at the rate of \$250 per hour

Cover Sheet

EPA Resolution

Section: III. Consent Calendar
Item: J. EPA Resolution
Purpose: Vote
Submitted by:
Related Material: 22-23 ARISE EPA Resolution and Spending Plan.pdf

**ARISE High
RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and extended it via Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of ARISE High shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of ARISE High;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of ARISE High has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 14, 2022

Board Chair or Representative

ARISE High Education Protection Account (EPA) Spending Determination***Estimated Expenditures July 1, 2022 - June 30, 2023**

Education Protection Account (Object Code 8012, Resource Code 1400-0)

	Object Codes	ARISE High
Amount Available for this Fiscal Year		
Education Protection Account	8012	\$1,313,324
Expenditures		
Certificated Salaries	1000s	
Teacher Salaries	1100	\$1,313,324
Administrator Salaries	1300	\$0
Classified Salaries	2000s	\$0
Employee Benefits	3000s	\$0
Books and Supplies	4000s	\$0
Services and Other Operating Expenses	5000s	\$0
Capital Outlay	6000s	\$0
Total Expenditures		\$1,313,324

*Estimated EPA Spending based on \$200/ADA formula applied to charter schools opened after 2013-14. Actual amount and expenses may be different than stated. Per Proposition 30 and as extended by Proposition 55, EPA funds may not be used for salaries or benefits of administrators or any other administrative costs.

Cover Sheet

Local Indicators 22-23

Section:	III. Consent Calendar
Item:	K. Local Indicators 22-23
Purpose:	Vote
Submitted by:	
Related Material:	Local Performance Indicators Spring 2022.docx.pdf

Table of Contents

Performance Standards Overview	2
1. Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities	3
2. Implementation of State Academic Standards	4
OPTION 1: Narrative Summary (Limited to 3,000 characters)	4
OPTION 2: Reflection Tool	5
Recently Adopted Academic Standards and/or Curriculum Frameworks	5
Other Adopted Academic Standards	6
Support for Teachers and Administrators	6
Optional Narrative (Limited to 1,500 characters)	7
3. Parent and Family Engagement (LCFF Priority 3)	8
Building Relationships	9
Dashboard Narrative Box (Limited to 3,000 characters)	9
Building Partnerships for Student Outcomes	10
Dashboard Narrative Box (Limited to 3,000 characters)	11
Seeking Input for Decision Making	11
Dashboard Narrative Box (Limited to 3,000 characters)	12
School Climate (LCFF Priority 6)	13
Access to a Broad Course of Study (LCFF Priority 7)	14

Performance Standards Overview

The performance standards for the local performance indicators are:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

The LEA annually measures its progress in meeting the *Williams* settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to stakeholders and the public through the Dashboard.

Implementation of State Academic Standards (LCFF Priority 2) The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

The LEA annually measures its progress in: (1) seeking input from parents in decision making and (2) promoting parental participation in programs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California *Education Code (EC)* for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

LCFF Priority 1: Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities

LEAs will provide the information below:

Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions

0 misassignments of teachers of ELs

0 total teacher misassignments

0 vacant teaching positions

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home

0% of students without access

Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

0 instances of facilities not meeting “good repair”

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

LCFF Priority 2: Implementation of State Academic Standards

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the *optional* reflection tool (Option 2).

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				x	
ELD (Aligned to ELA Standards)				x	
Mathematics – Common Core State Standards for Mathematics			x		
Next Generation Science Standards			x		
History-Social Science				x	

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				x	

ELD (Aligned to ELA Standards)				x	
Mathematics – Common Core State Standards for Mathematics			x		
Next Generation Science Standards			x		
History-Social Science				x	

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				x	
ELD (Aligned to ELA Standards)				x	
Mathematics – Common Core State Standards for Mathematics			x		
Next Generation Science Standards			x		
History-Social Science				x	

Other Adopted Academic Standards

4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
--------------------	---	---	---	---	---

Career Technical Education			x		
Health Education Content Standards			x		
Physical Education Model Content Standards		x			
Visual and Performing Arts			x		
World Language				x	

Support for Teachers and Administrators

5. **Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Activities	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					x
Identifying the professional learning needs of individual teachers					x
Providing support for teachers on the standards they have not yet mastered				x	

Optional Narrative (Limited to 1,500 characters)

6. **Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.**

LCFF Priority 3. Parent and Family Engagement

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below:

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 – Exploration and Research Phase
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability

4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

Building Relationships

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.					x
Rate the LEA's progress in creating welcoming environments for all families in the community.				x	
Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.				x	
Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.			x		

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

ARISE staff communicate with families through emails, phone calls, texts, social media and student-led conferences. Advisors are provided with multiple professional development sessions in preparation for communicating with families. Moving forward, we will work to make our school more welcoming to non-Latinx families as they are currently underrepresented within our student population when compared with local demographics.

Building Partnerships for Student Outcomes

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.					x
Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.				x	
Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					x
Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.			x		

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Families are invited to attend 1-2 student-led conferences each year to discuss their child’s academic progress and develop strategies for improving outcomes. During these meetings, families are also provided with information and resources regarding material needs such as food and housing, as well as mental and physical health. In future years, we will focus on providing additional support around legal rights to ensure that parents are empowered to advocate for their students.

Seeking Input for Decision Making

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.			x		
Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.			x		
Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.		x			

<p>Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.</p>		<p>x</p>			
---	--	----------	--	--	--

Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Our family liaison hosts weekly meetings to engage parents in discussions about various school programs and advocate for their families' needs. Attendance at these meetings is currently low, partially due to Covid, but moving forward, we hope to engage a greater proportion of families more meaningfully.

LCFF Priority 6: School Climate

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6– 8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.

We utilized YouthTruth surveys to measure student perceptions of school climate. Out of 400 students, 350 reported answers for a response rate of 88%. Across all metrics, students reported higher scores than in spring of 2020, when the most recent previous survey was administered. The most notable improvements were in “culture” and “college and career readiness,” and we continue to report below state average ratings on “engagement” and “academic challenge.”

2. **MEANING:** What do the disaggregated results (*if applicable*) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?

When disaggregating the data, we found that male students and students classified as English Learners (ELs) reported the lowest scores in “academic challenge.” Additionally, male students and Black students reported the lowest scores in “engagement.” These results reveal that we need to increase the academic rigor for our developing English Learners, and we need to include and engage our minority Black student population to the same extent we do our majority Latinx students.

Because male students show declining engagement as grade level increases, there is a clear need for differentiated engagement strategies as our male students grow older and encounter new distractions. The 10th grade cohort reported the low scores across all metrics, most notably in school safety, which may be due to a series of violent incidents involving several 10th grade students.

3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

School leadership met and developed a plan to meet with multiple groups - student council, instructional leadership team, and school culture team - to review the data and make recommendations for next steps.

LCFF Priority 7: Access to a Broad Course of Study

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

We measure access to a broad course of study through students' graduation tracks. All students are automatically assigned the ARISE track in 9th grade, which includes both A-G courses as well as courses within our CTE pathway. Students with IEPs or 504 plans may be moved to alternate tracks such as basic A-G or CA minimum, as determined through meetings with their families, special education providers and teachers.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

An audit of students' graduation tracks show that three students will graduate in 2022 under A-G requirements, and none have been assigned the CA minimum track. The remaining 80 students in the graduating class of 2022 will complete all ARISE requirements.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

In prior years, the 6 class schedule did not allow students on the ARISE graduation track to retake many courses. Students who struggled to earn credit the first time around lost access to the full course of study and became ineligible for electives. We made the big decision to adopt a 4x4 schedule, opening up space for students to take an additional 1-2 classes within the school year. Students now have more opportunities to retake classes and they have access to a wider selection of electives.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

As we continue to build out our CTE pathway, we will continue to have to negotiate the tensions between students completing both CTE and A-G requirements. This has been addressed by ensuring that all new CTE course offerings are also granted A-G approval.

Cover Sheet

ARISE Board Bylaws

Section: III. Consent Calendar
Item: L. ARISE Board Bylaws
Purpose: Vote
Submitted by:
Related Material: ARISE Bylaws amended 9-14-2022.docx (1).pdf



ARISE HIGH SCHOOL
Authenticity • Rigor • Inspiration • Success • Empowerment

ARISE High School

By-laws

Adopted June 02, 2007

Amended September 14, 2011

Updated and Amended June 14, 2022

**Bylaws
of
Arise High School
A CALIFORNIA PUBLIC BENEFIT CORPORATION.**

**ARTICLE 1
OFFICES**

Section 1. Principal Office

The principal office of the corporation for the transaction of its business is located in Alameda County, California.

Section 2. Change of Address

The county of the corporation's principal office may be changed by amendment of these Bylaws and not otherwise. The Board of Directors may, however, change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed, an amendment of these Bylaws:

New Address: _____
Dated: _____, 20__

New Address: _____
Dated: _____, 20__

New Address: _____
Dated: _____, 20__

Section 3. Other Offices

The corporation may also have offices at such other places, within or without its state of California, where it is qualified to do business, as its business and activities may require and as the Board of Directors may, from time to time, designate.

ARTICLE 2 PURPOSES

Section 1. Objective and Purposes

The specific purpose of this corporation is to create and run a non-profit charter school..

ARTICLE 3 DIRECTORS

Section 1. Number

The corporation shall have 5-15 directors and collectively they shall be known as the Board of Directors. The number may be changed by amendment of this bylaw, or by repeal of this bylaw and adoption of a new bylaw, as provided in these Bylaws. The Board may also include at least one parent representative whose child attends or has attended the school. The chartering authority reserves the right, but is not obligated, to appoint a single representative to the Board of Directors pursuant to Education Code section 47604(c). If the chartering authority chooses to do so, the Board of Directors shall appoint an additional director to ensure that the Board is maintained with an odd number of directors. All directors, except for the representative designated by the chartering authority, shall be appointed by the existing Board of Directors.

Section 2. Powers

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any other applicable laws, and subject to any limitations in the Articles of Incorporation and Bylaws, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 3. Duties

Without prejudice to the general powers set forth in Section 2 of this article, but subject to the same limitations, the Board of Directors shall have the power to::

- a. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;
- b. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the Articles of Incorporation, and these Bylaws; fix their compensation; and require from them security for faithful service;

- c. Review and evaluate the co-Directors of the corporation to assure that their duties are performed properly;
- d. Meet at such times and places as required by these Bylaws;

Section 4. Term of Office

Each director shall hold office unless otherwise removed from office in accordance with these Bylaws for two (2) years, and until his or her successor is designated and qualified.

Section 5. Compensation

Directors shall serve without compensation. However, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 2 of this article.

Section 6. Restriction regarding interested Directors

Notwithstanding any other provision of these Bylaws, no persons serving on the Board may be interested persons. For purposes of this Section, “interested persons” means either:

- (a) Any brother, sister, ancestor, descendant, spouse, brother-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any person.

Section 7. Place Of Meetings

Meetings shall be held at the principal office of the corporation unless the Board of Directors designates another location in accordance with these Bylaws.. The Board of Directors may also designate that a meeting be held at any place within the physical boundaries of the county in which the charter school is located. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation (“Brown Act”). A two-way teleconference location shall be established at each school site.

Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the

- physical boundaries of the county in which the charter school is located;
- b. All votes taken during a teleconference meeting shall be by roll call;
 - c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
 - d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
 - e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
 - f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 8. Regular Meetings

Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. Regular meetings of Directors shall be held monthly with the meeting date finalized at the prior month's board meeting.

At the annual meeting of directors held on the last Thursday in June, directors shall be designated by the Board of Directors in accordance with these Bylaws. Cumulative voting by directors for the designation of directors shall not be permitted. The candidates

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

receiving the highest number of votes up to the number of directors to be designated shall be designated. Each director shall cast one vote.

Section 9. Special Meetings

Special meetings of the Board of Directors may be called by the Chairperson of the Board, if there is such an officer, or by a majority of the directors. If a Chairperson of the Board has not been elected then the Vice-Chairman is authorized to call a special meeting in place of the Chairperson of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 10. Notice of Special Meetings

In accordance with the Brown Act, Special meetings of the Board may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the corporation by the director for purposes of notice, or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice of special meeting shall state the time of the meeting, the place, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 111. Quorum for Meetings

A quorum shall consist of a simple majority of directors then in office. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this corporation.

Section 12. Majority Action As Board Action

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions of directors (Section 5238(e)) require a greater percentage or different voting rules for approval of a matter by the Board.

Section 13. Conduct of Meetings

7

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or, if no such person has been so designated or, in his or her absence, the Vice Chairperson of the corporation, in the absence of each of these persons, by a chairperson chosen by a majority of the directors present at the meetings of the Board.

Meetings shall be governed by Roberts' Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation, the Brown Act or other applicable provisions of law.

Section 14. Vacancies

Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c).

Any director, except for the representative appointed by the chartering authority, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Brown Act. The representative designated by the chartering authority may be removed without cause by the chartering authority or with the written consent of the chartering authority. Any vacancy caused by the removal of a director shall be filled as provided in this section.

Any director may resign effective upon giving written notice to the Chairperson of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Office of the Attorney General.

Vacancies on the board may be filled by approval of the Board or, if the number of directors then in office is less than a quorum, by (1) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (2) a sole

remaining director. I A vacancy in the seat of the representative of the chartering authority shall be filled by the chartering authority.

A person designated to fill a vacancy as provided by this section shall hold office until the next designation of the Board of Directors..

Section 15. Nonliability of Directors

The directors shall not be personally liable for the debts, liabilities or other obligations of the corporation.

Section 16. Indemnification by Corporation of Directors and Officers

To the fullest extent permitted by law, the corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

Section 17. Insurance For Corporate Agents

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against liabilities other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

Article 4 Officers

Section 1. Number Of Officers

The officers of the corporation shall be a President, a Secretary, and a Chief Financial Officer who shall be designated the Treasurer. The corporation may also have, as determined by the Board of Directors, a Chairperson of the Board, one or more Vice Chairpersons, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve as the President or Chairperson of the Board

Section 2. Qualification, Election, and Term of Office

Any person may serve as officer of this corporation. Officers shall be elected annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract..

Section 3. Subordinate Officers

The Board of Directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

Section 4. Removal and Resignation

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any removal or resignation shall be without prejudice to the rights of the officer or the corporation under any contract to which the officer is a party.

Section 5. Vacancies

Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

Section 6. Duties of President

The President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation or by these Bylaws or which may be prescribed from time to time by the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation or by these Bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks or other instruments which may from time to time be authorized by the Board of Directors.

Section 7. Chairperson of the Board

If a Chairperson of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairperson of the Board of Directors is elected, there shall also be a Vice-Chairperson of the Board of Directors. In the absence of the Chairperson, the Vice-Chairperson shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8. Duties Of Secretary

The Secretary shall:

Certify and keep or cause to be kept at the principal office of the corporation the original or a copy of the Articles of Incorporation and Bylaws as amended or otherwise altered to date.

Keep or cause to be kept at the principal office of the corporation or at such other place as the Board may determine, a book of minutes of all meeting, proceedings, and actions of the Board and of committee of the Board, recording therein the time and place of holding, whether annual, regular, special, or emergency and, if special or emergency, how authorized, the notice given, the names of the directors present at Board of Directors and committee meetings, and the vote or abstention of each Board member present for each action taken..

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the Bylaws may require.

Section 9. Duties of Treasurer

Subject to the provisions of these Bylaws relating to the “Execution of Instruments, Deposits, and Funds,” the Treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposits all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors

Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

Keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request thereof.

Render to the President and directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation or by these Bylaws or which may be assigned to him or her from time to time by the Board of Directors.

Article 5 Committees

Section 1. Executive Committee of the Board

The Board of Directors may, by a majority vote of directors, designate two (2) or more of its directors (who may also be serving as officers of this corporation) and no one who is not a director, to constitute an executive committee of the Board and delegate to such committee any of the powers and authority of the Board in the management of the business and affairs of the corporation, except with respect to:

- (a)
- (b) The filling of vacancies on the Board or on any committee that has the authority of the Board.
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws.
- (d) The amendment or repeal or any resolution of the Board which by its express terms is not so amendable or reliable.
- (e) The appointment of committees of the Board or the members thereof.

By a majority vote of its directors then in office, the Board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its directors, and fill vacancies therein from the members of the Board. The committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the Board from time to time as the Board may require.

Section 2. Advisory Committees

The corporation shall have such advisory committees as may from time to time be designated by resolution of the Board of Directors. Such other committees may consist of persons who are not also members of the Board of Directors. These additional committees shall act in an advisory capacity only to the Board and shall be clearly titled as “advisory” committees.

Section 3: Meetings and Action of Committees

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to

the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

Article 6

Execution of Instruments, Deposits and Funds

Section 1. Execution of Instruments

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. Checks and Notes

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money and other evidence of indebtedness of the corporation shall be signed by the Treasurer and countersigned by the President of the corporation.

Section 3. Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the nonprofit purposes of this corporation.

Article 7

Corporate Records, Reports and Seal

Section 1. Maintenance of Corporate Records

The corporation shall keep at its principal office in the State of California:

- a. Minutes of all meetings of directors and committees of the Board indicating the time and place of holding such meetings, whether regular or special, how called, the notice given and the names of those present and the proceedings thereof;

- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- c. a copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the directors, if any, of the corporation at all reasonable times during office hours.

Section 2. Corporate Seal

The Board of Directors may adopt, use and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

Section 3. Directors' Inspection Rights

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 4. Right to Copy and Make Extracts

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

Section 5. Annual Report

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close for the corporation's fiscal year to all directors of the corporation, which report shall contain the following information in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
- (d) The expenses or disbursement of the corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any information required by Section 7 of this Article.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the

corporation that such statements were prepared without audit from the books and records of the corporation.

Section 6. Annual Statement of Specific Transactions and Indemnifications

The corporation will comply with Corporations Code section 6322.

Article 8 Fiscal Year

Section 1. Fiscal Year of the Corporation

The fiscal year of the corporation shall begin on the 1 of July and end on the 30 of June in each year

Article 9 Conflict of Interest

Section 1. Contracts with Directors

The corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the corporation's directors are directors and have a material financial interest).

Section 2. Contracts with Non-Director Designated Employee

The corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the corporation's Conflict of Interest Code have been fulfilled.

ARTICLE 10 AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

The Board of Directors may adopt, amend or repeal any of these bylaws by a majority vote of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the corporation or make any provisions of these Bylaws inconsistent with such charter, the corporation's articles of incorporation, or any laws.

Certificate of Secretary

I certify that I am the duly elected and acting Secretary of Arise High School, a California nonprofit public benefit corporation; that these Bylaws, consisting of ____ pages, are the bylaws of the Corporation as adopted by the Board of Directors on _____; and that these Bylaws have not been amended or modified since that date.

Dated:

[INSERT NAME], Secretary

Cover Sheet

Approve Minutes

Section:	III. Consent Calendar
Item:	M. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for January Governance Meeting on January 28, 2022

DRAFT



ARISE High School

Minutes

January Governance Meeting

Date and Time

Friday January 28, 2022 at 2:00 PM

Location

Virtual

Committee Members Present

A. Gomez (remote), D. Bryson (remote), M. Arechiga (remote)

Committee Members Absent

R. Garcia

Guests Present

K. Gandiaga (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

D. Bryson called a meeting of the Governance Committee of ARISE High School to order on Friday Jan 28, 2022 at 2:08 PM.

C. Approve Resolution to continue remote meetings in accordance with AB 361

A. Gomez made a motion to Approve resolution.

D. Bryson seconded the motion.

The committee **VOTED** to approve the motion.

Roll Call

M. Arechiga Aye

R. Garcia Absent

Roll Call

D. Bryson Aye
A. Gomez Aye

II. Governance

A. Board Recruitment Needs

Ana Gomez provided an update on board recruitment and current board member candidates and well as current experience and needs for the board. Governance Committee also talked about ways to support the recruitment process and next steps in the process.

B. HoS Eval Debrief and Plan for 360

Dave Bryson shared the plan for the Head of School spring 360 review including timeline and next steps.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:37 PM.

Respectfully Submitted,
D. Bryson

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least a majority of board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.

Cover Sheet

Approve Minutes

Section:	III. Consent Calendar
Item:	N. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for April Board Meeting on April 20, 2021

DRAFT



ARISE High School

Minutes

April Board Meeting

Date and Time

Tuesday April 20, 2021 at 6:00 PM

Location

<https://zoom.us/j/9968001809>

Directors Present

G. Fernando (remote), G. Netter (remote), J. Obbard (remote), M. Arechiga (remote), R. Tadeo (remote)

Directors Absent

D. Bryson

Directors who left before the meeting adjourned

M. Arechiga

Guests Present

Ana Gomez, K. Gandiaga (remote), romeo_garcia@connectionspcs.org (remote)

I. Opening Items**A. Record Attendance****B. Call the Meeting to Order**

J. Obbard called a meeting of the board of directors of ARISE High School to order on Tuesday Apr 20, 2021 at 6:02 PM.

C. Approve Minutes

R. Tadeo made a motion to approve the minutes from Board Meeting on 03-16-21.
G. Fernando seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

J. Obbard Aye
G. Netter Aye
G. Fernando Aye
D. Bryson Absent
R. Tadeo Aye
M. Arechiga Aye

II. Consent Calendar

A. ARISE EPA resolution and spending plan

J. Obbard made a motion to Approve.
M. Arechiga seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

D. Bryson Absent
J. Obbard Aye
G. Fernando Aye
G. Netter Aye
M. Arechiga Aye
R. Tadeo Aye

B. Check Register

J. Obbard made a motion to Approve.
M. Arechiga seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

J. Obbard Aye
M. Arechiga Aye
G. Netter Aye
D. Bryson Absent
R. Tadeo Aye
G. Fernando Aye

III. Findings Memo

A. Findings Memo

Jenna Stauffer presented to the board about the discovery process of getting to know the ARISE community and findings including: School Quality Review, Office of Charter Schools Report, SWOT Analysis, Recommendations, and Priority Plans. Provided an opportunity for board members to ask questions.

IV. Head of School Update

A. Head of School Update

Karla shared how campus reopening is going, investments for the 2021-2022 school year, and next year's plan for academic counseling

V. Finance

A.

Finance Update

Bryce provided updates on state funding. Jeff provided updates on the forecast through March financials. Jeff provided updates on next year's budget.

VI. Governance

A. New Board Member Recruitment

Gihani Fernando provided an overview of the board recruitment process including the board recruitment process, priorities and new board members candidates. Provided an opportunity for board member candidates to introduce themselves to the board.

G. Fernando made a motion to Have Romeo Garcia join as a board member.

G. Netter seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

J. Obbard Aye

M. Arechiga Aye

G. Fernando Aye

R. Tadeo Aye

D. Bryson Absent

G. Netter Aye

M. Arechiga left at 7:01 PM.

B. 21-22 Calendar and Board Retreat

Board Discussion around board meeting dates. Will revisit board meeting calendar in May meeting.

VII. Closed Session

A. Head of School Evaluation (closed session)

No decisions were made during closed session

VIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:00 PM.

Respectfully Submitted,

M. Arechiga

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable,

24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least a majority of board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact ARISE High School, 3301 E. 12th Suite 205, Oakland, CA; telephone: (510) 436-5487.

Cover Sheet

EdTec Contract 22-23

Section: III. Consent Calendar
Item: O. EdTec Contract 22-23
Purpose: Vote
Submitted by:
Related Material: ARISE-SOW#14-Back Office Services-06.09.2022.pdf
ARISE - EdTec Services Renewal Proposal (1).pdf

STATEMENT OF WORK #14
by and between
EdTec Inc. and ARISE High School

Reference:	Master Services Agreement dated November 30, 2012, by and between EdTec Inc. (“EdTec”) and ARISE High School (“Client”).
Term:	July 1, 2022 through June 30, 2026 (the “Term”). This Statement of Work shall automatically renew for consecutive additional one (1) year terms unless either party provides written notice of non-renewal to the other at least one hundred twenty (120) days prior to the expiration of the then-current term (each, a “Renewal Term”). The Term and any Renewal Term(s) are referred to as the Term.
Scope of Services:	<p>The philosophy of our Back-Office Services is that we provide outsourced solutions so your school can focus on its educational mission. Moreover, you receive the benefit of our extensive experience with California Charter Schools.</p> <p>1. FINANCE and ACCOUNTING</p> <p>Budgeting:</p> <ul style="list-style-type: none"> ▪ Annual and multi-year budgets including cash flows – For existing clients, EdTec works with the school leader to create annual and multi-year budgets in time for submission to the State by July 1, and for new clients entering their first year of operations, in the spring or when services begin, EdTec will review the school’s budget in time for submission to the State by July 1. EdTec strives to ensure that the annual budgets are strategic documents that capture the operations and direction of the school. ▪ Budget revisions (as needed, on demand) – EdTec revises budgets as needed to reflect changing circumstances at the school or in State funding. ▪ Updated monthly budget forecasts – EdTec tracks budget to actuals and updates the budget forecast on a monthly basis (if forecasts move materially off budget, we recommend a budget revision). <p>Financial Statements:</p> <ul style="list-style-type: none"> ▪ Monthly year-to-date financial statements – EdTec prepares YTD financials compared to budget in time for the regularly scheduled board or committee meeting. EdTec makes the financials and presentation electronically available as part of the board package ahead of the meeting. For schools with board or committee meetings on or before the 15th of the month, EdTec will furnish the financials and presentation in time for (but not in advance of) the meeting. For schools with board or committee meetings on or before the 10th of the month, EdTec will furnish the financials and presentation (for the month prior to the previous month) ahead of the meeting. ▪ Monthly cash flow projections – EdTec monitors the school’s cash position and tries to anticipate any cash shortfalls in future months so the school can adjust spending accordingly or attempt to secure cash flow loans. ▪ Financial statement analysis (monthly) – In addition to financial statements, EdTec provides a succinct PowerPoint summary and

	<p>analysis of the financial statements so Board and staff can quickly focus on the salient financial issues facing the school.</p> <ul style="list-style-type: none"> ▪ Customized financial analysis – EdTec performs reasonable financial analysis that the staff or board requests, e.g., providing a comparative analysis of the school’s budget relative to industry norms, scenario modeling (within reason), or fulfilling a request from the authorizing entity. EdTec will also provide customized reports (within reason) for grant proposals. ▪ Support in resolving financial issues – EdTec helps the school leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding. <p>Accounting:</p> <ul style="list-style-type: none"> ▪ Setup of school’s chart of accounts and general ledger – EdTec sets up and maintains the school’s chart of accounts, based on EdTec’s standard structure which is designed to be compliant with SACS. ▪ Customized account codes – EdTec maintains limited customized account codes for unique features of the school program. These must be established at the beginning of the fiscal year to avoid re-coding of historic transactions. ▪ Fund accounting – EdTec can track revenue and expenditures by fund, e.g., implementation grant funds and expenses or Title I expenditures. ▪ Training – EdTec trains appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping. ▪ Transaction recording – EdTec records in detail all transactions in a computerized accounting system. ▪ Journal entries and account maintenance – EdTec prepares and records journal entries and maintains the general ledger according to accepted accounting standards. ▪ Bank reconciliation – EdTec reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required. ▪ Account for capital outlay expenses – EdTec records capitalized assets as provided by the school. On an annual basis, EdTec records related depreciation and amortization in the general ledger and reconciles expenditures to fixed asset listing. ▪ Generate financial reports as requested – EdTec can generate the following reports upon request: detailed account activity; bank register activity; summary of budget; expenditures by account; cash balances; payroll register (for periods when payroll is processed by EdTec); revenues; general ledger account balances. <p>Accounts Payable & Receivable:</p> <ul style="list-style-type: none"> ▪ Revenue verification – EdTec verifies that the school is receiving the correct amount of funds from State and Federal sources. ▪ Revenue collection – If the funds from the State or the county/district are not correct, EdTec tracks down the appropriate officials and alerts them of the problem. EdTec will use reasonable efforts to negotiate on behalf of the school in disputes with funding agencies over improperly calculated payments. ▪ Accounts payable – EdTec processes all invoices and, pending approval from the school leader or surrogate, pays the bills and codes them, based on school input, in the financial software, typically on a two-
--	--

	<p>week schedule with limited rush payments as needed. EdTec checks to make sure there are no double payments or double billings on multiple invoices. EdTec troubleshoots vendor payment issues with the school. EdTec also verifies that funds are available to pay the bill.</p> <ul style="list-style-type: none"> ▪ Form 1099 processing – EdTec prepares and sends 1099 Forms to vendors and government, provided that this SOW remains in effect at the end of the applicable calendar year and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of services under this SOW. <p>Purchasing:</p> <ul style="list-style-type: none"> ▪ Vendor selection – EdTec provides guidance on vendors based on its experience with vendors around the State and country. ▪ Purchasing assistance on big-ticket items – EdTec can assist the school in its purchase or leasing of big-ticket items such as portables. <p>Government Financial Reporting: Subject to timely receipt of information and/or materials from Client, EdTec provides the following:</p> <ul style="list-style-type: none"> ▪ Preliminary and final budget reports – EdTec prepares and files the preliminary budget report by July 1st based on the board adopted budget and a final budget as required. ▪ Interim financial reports – EdTec prepares and files the two interim financial reports to the district or county by the December 15 and March 15 deadlines. ▪ Audited financial reports – Subject to timely receipt of information and/or materials from the auditor, EdTec prepares and files the unaudited financial report by September 15. EdTec supports the Client and the auditor in the preparation (by the auditor) of the final audited report by December 15. <p>Audit:</p> <ul style="list-style-type: none"> ▪ Audit support – EdTec prepares financial documents for the auditors and works side-by-side with the auditors to help ensure a smooth and timely audit process. For clarification, the school is responsible to pay auditor fees. The school shall also provide all non-financial records required by the audit – e.g., attendance records, employee records, teacher certifications. ▪ Audit compliance training – EdTec helps the school leader and audit staff develop financial policies designed to meet requirements and help protect the school from financial mismanagement. ▪ Single Audit Act of 1984 – EdTec provides support in school compliance with accounting related audit requirements, including the Single Audit Act of 1984. ▪ IRS Form 990 support (and the corresponding State form, if applicable) – EdTec supports the school and auditor in preparing Form 990 tax-exempt organization annual filing. (For clarification, fees for audit and 990 are paid by school and it is the school's and auditor's sole responsibility to ensure these forms are filed). ▪ Annual auditor selection form – EdTec sends auditor information to the county in the spring. ▪ The school is responsible for attendance and audit of employee work.
--	---

2. PAYROLL, BENEFITS and INSURANCE

Payroll:

EdTec uses an external payroll processor to accomplish the following tasks. EdTec interfaces between the school and payroll processor and performs quality checking so that the school does not need to interact with the payroll processor. The school pays payroll processing fees.

- **Payroll processing** – EdTec calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized Client representatives (excluding benefit accrual tracking such as vacation and sick time). EdTec works with the payroll processor to generate checks for signature by authorized Client representatives (or through electronic signature) or facilitates Direct Deposit at the Client's request. The fees set forth below include semi-monthly payroll processing.
- **Payroll reporting** – EdTec works with the payroll processor to prepare and file all required payroll reports for submission to Federal and State agencies and submits electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities for a single EDD/tax ID number. For multiple reporting numbers, an additional fee will apply.
- **Payroll record maintenance** – EdTec keeps track of payroll information. Client is responsible for maintaining all employee files, including forms based on EdTec-provided template files.
- **W-2 processing** – EdTec works with the payroll processor to prepare and send Form W-2 to the school and to file Forms W-2 and W-3 with the Social Security Administration, provided that this SOW remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of Services under this SOW.
- **IRS, SDI, WC support** – EdTec assists in resolving payroll tax issues before the IRS and other Federal and State reporting agencies. EdTec also assists school with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.
- **STRS/PERS and other retirement plan administration** – EdTec will help the school set up STRS/PERS accounts and makes appropriate deductions and payments to the county for STRS and/or PERS based on information provided by the school. Note that in some cases it can take approximately 12 months to set up such contributions because of district/county delays. Also, some counties charge separately for this mandated service. The school is ultimately responsible for STRS/PERS account setup, administration and enrollments and any fees from outside parties including late fees and interest levied by STRS/PERS.

Benefits and Insurance:

- **Health benefits administration** – EdTec assists in guiding the school in the health benefits procurement process and assists with re-quotes of insurance on an annual basis. Client is responsible for all benefit reporting under the Affordable Care Act, including without limitation the Forms 1094-C and 1095-C.
- **Insurance procurement** – EdTec provides financial information necessary for the liability insurance quote process.

3. BUSINESS CONSULTING

EdTec is a strategic thought partner to its clients and provides high-value support and guidance in the following areas:

- **Negotiations** – EdTec supports the school director and board with non-legal, business advice in negotiations related to issues such as MOUs, facilities, and SPED with districts, landlords, vendors, and others, including developing presentations and analyses to buttress the school's position.
- **Strategic budget development** – EdTec can assist the school director and board with strategic financial planning and budget scenario development.
- **Financing support** – EdTec assists clients in preparing loan packages and connecting the school with non-traditional/specialized funding sources such as bonds, New Market Tax Credits, Community Development Financial Institution (CDFI) resources, and philanthropic funds.
- **Legal services optimization** – EdTec can help clients think through and frame issues in preparation for engaging legal counsel, thereby assisting in a more efficient use of legal services costs.
- **Special projects** – EdTec performs business-related special projects within reason, such as modeling growth, compensation, and facilities scenarios, and providing an understanding of and analyzing food service and transportation options. (Note: due to State regulations, EdTec cannot complete the School Food Authority (SFA) application. However, EdTec provides assistance in understanding the process.) EdTec can also assist the school leader, within reason, in the analysis and understanding of best practices regarding a structurally sound pay scale.

4. BOARD MEETING SUPPORT

- **Board materials (electronic)** – EdTec collects, organizes, and collates materials for each meeting (up to two board meetings per month) and makes the materials electronically available to Client in advance of the meeting. Client prints board meeting materials to have on hand for attendees.
- **Board meeting attendance** – EdTec attends regularly scheduled board and finance committee meetings in person or by teleconference (at most a total of one meeting per month and at least two meetings per three months) and presents its financial analysis presentation. EdTec can assist the board in staying in compliance with the Brown Act.
- **Board meeting minutes** - Client takes board meeting minutes and provides to EdTec for incorporation into board meeting materials. EdTec reviews and edits minutes, incorporating Client feedback, as needed.

5. FACILITIES

- **Facility needs assessment and planning** – EdTec works with clients to help them refine their thinking about key facilities-related considerations and identify important facility requirements based on the school program and industry standards. EdTec helps clients think creatively about their facility needs and come up with workable solutions.

	<ul style="list-style-type: none"> ▪ Prop 39 – EdTec helps the school prepare Prop 39 requests, including analyzing student data, and helps to manage timelines related to the Prop 39 process. ▪ District negotiations – EdTec will help the school negotiate deals with the district regarding facilities. ▪ SB 740 – As State funding is available, EdTec prepares and submits SB 740 facilities reimbursements on the school's behalf. ▪ Financial reporting to lender - EdTec provides financial data to lenders for loan covenants. ▪ Facilities funding support – EdTec provides financial data for compliance-related reporting on State facility funding programs such as Prop 1D. ▪ Facility acquisition/lease negotiation – <i>On a separate fee basis and subject to staff availability, EdTec can assist clients with business, non-legal advice in negotiating purchase and/or lease terms. The school's attorney should review these.</i> <p>6. COMPLIANCE and ACCOUNTABILITY</p> <ul style="list-style-type: none"> ▪ Note that compliance and accountability are the responsibility of the school. EdTec will provide advice on some matters, but this information is not comprehensive. In addition, since rules, regulations and interpretations regularly change, schools should seek independent verification from their attorneys or other sources. ▪ Mid-year internal review – From time to time, EdTec may perform an internal review with client designed to help the school comply with many school regulations, or in preparation for a potential authorizer site visit. Using an EdTec-developed checklist, we assist the school staff in testing compliance in key areas, such as: Board resolutions and policies; risk management; food service; restricted funding; student and personnel files; and attendance reporting and student data. ▪ Employee files – As noted above, EdTec provides schools with templates for employee files, forms, and procedures to help ensure compliance with employment laws. (Note: the school should have an attorney review all legal issues.) ▪ ESSA compliance support – EdTec will track the financial reporting and can help provide related backup necessary for the Every Student Succeeds Act (ESSA) compliance. On an hourly billable basis, EdTec can provide assistance on Local Control Accountability Plan (LCAP) development and related school and student performance analysis. ▪ SPED compliance – EdTec provides partial checklists and general information to help schools understand their responsibilities related to Special Education. EdTec assistance does not include educational program compliance and we recommend getting specialized assistance in this area to ensure complete compliance. EdTec assists the school in completing the following reports: Maintenance of Effort (MOE), Mental Health expenditure reporting, Excess Cost Report, and year-end reporting. ▪ Funding compliance – EdTec makes compliance recommendations regarding funding requirements, such as Federal PCSGP implementation grant funding and other restricted funds. Note that, as more information becomes available, ESSA compliance may be especially complex with many school obligations.
--	--

	<ul style="list-style-type: none"> ▪ District and State regulation compliance – EdTec can help the school identify areas where it may not be in compliance with district or State regulations. <p>7. ATTENDANCE and DATA REPORTING</p> <ul style="list-style-type: none"> ▪ Local attendance reporting – EdTec will provide support with monthly attendance reports based on school-provided data as outlined in the addendum to this Statement of Work. ▪ State attendance reporting – Using school-provided data, and at the school's request, EdTec will provide support on government attendance reports, including the 20-day report, P-1, P-2, and Annual Attendance Report. For specific support level, please refer to the Roles and Responsibilities in Attachment 1. ▪ Non-attendance reporting – EdTec will support school on CALPADS and CBEDS reporting. For specific support level, please refer to the Roles and Responsibilities in Attachment 1. ▪ Attendance procedures assistance – EdTec will provide assistance reviewing schools' attendance accounting procedures and advising on areas for improvement, although the school is ultimately responsible for keeping accurate attendance and ADA compliance. ▪ Quarterly ADA analysis – EdTec reviews ADA data to ensure the school is on track with projections, if EdTec is provided access by the school to their Student Information System. ▪ School requests for EdTec assistance on items not listed in this section shall be billed hourly. <p>8. CHARTER DEVELOPMENT and GRANTS ADMINISTRATION</p> <ul style="list-style-type: none"> ▪ Financial reports – EdTec prepares customized financial reports for grant purposes, within reason. ▪ Fund accounting – EdTec sets up fund accounting to track direct and allocated costs to grants. ▪ Public Charter School Grant Program (PCSGP) – EdTec assists the school in preparing and submitting the PCSGP Quarterly Expenditure Report (QER) to the CDE and manages the review/finalization process. EdTec can also provide guidance in the school's development of their PCSGP application budget. ▪ Consolidated Application (ConApp) – EdTec prepares the Consolidated Application parts 1 and 2 for eligible schools and files in the Consolidated Application Reporting System (CARS). ▪ State Revolving Loan – EdTec prepares the application for this loan program (up to \$250,000). ▪ After School Education and Safety Program (ASES) – EdTec submits annual budget and quarterly expenditure reports. ▪ School-Based Medi-Cal Administrative Activities (SMAA) – EdTec completes quarterly reports. ▪ Charter School Facilities Incentive Grant (CSFIG) – EdTec completes semi-annual disbursement requests. ▪ Deferral Exemption Application – EdTec completes the application for the school. ▪ Charter renewal – <i>On a separate fee basis, EdTec can assist in preparing and advocating a charter petition for school renewal.</i>
--	--

Excluded Services:	Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing. Examples of Excluded Services include, but are not limited to, outside legal costs, computer installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant writing or fundraising, hiring and associated legal requirements (e.g., background checks, credential reviews) and recordkeeping, meetings with outside parties (e.g., the Board or District) beyond those meetings required to accomplish the included services, Special Ed administration, testing, assessment, compliance with ESSA, compliance with government grant requirements, audits, attendance accounting, and other outside professional services costs.
Compensation:	<ul style="list-style-type: none"> ▪ Back Office Services: EdTec will provide these services at a fixed fee per school fiscal year as follows: <ul style="list-style-type: none"> ○ \$157,500 for the 2022-23 school fiscal year ○ \$157,500 for the 2023-24 school fiscal year ○ \$162,500 for the 2024-25 school fiscal year ○ \$167,500 for the 2025-26 school fiscal year <p>These fixed fees <u>include</u> all normal postage, telephone, copying, faxing, etc., <u>except</u> for bank and payroll fees that will be passed through. The annual fees are payable monthly commencing on July 1, 2022.</p> <ul style="list-style-type: none"> ○ The fees above are for the scope of services contained herein solely for those school(s) for which Client holds a granted charter or that have been in operation prior to the date of this SOW. ○ In addition to the fees calculated as provided above, there will be an incremental fee for the following, if applicable: <ul style="list-style-type: none"> • Benefit accrual tracking such as vacation and sick time. • Use by school personnel of debit cards. • For the CALPADS services described in Annex A, there will be an additional fixed fee per school fiscal year, as follows: <ul style="list-style-type: none"> ○ \$9,000 for the 2022-23 school fiscal year ○ \$9,250 for the 2023-24 school fiscal year ○ \$9,500 for the 2024-25 school fiscal year ○ \$9,750 for the 2025-26 school fiscal year ▪ Consulting: Should you desire additional services not in the above scope, we would be pleased to provide these, subject to staff availability, at the then-current discounted hourly fee schedule for back-office clients (travel time is billed at ½ of the applicable hourly rate). Typical additional services that are not in the above scope are charter petition writing and the implementation of computer systems or computerized Student Information Systems. Again, this rate includes normal phone, copying and incidental costs. Additional costs would include mileage reimbursement for travel, overnight delivery charges, and pre-approved out-of-pocket expenses. ▪ Fee Increases: EdTec reserves the right to increase the fees payable under this Statement of Work by up to 5% upon the conclusion of the Term and each Renewal Term. EdTec will provide written notice of a fee increase at least thirty (30) days prior to the expiration of the Term or then-current Renewal Term, as applicable. ▪ Payment Terms: All fees payable to EdTec must be received by EdTec within thirty (30) days of the date of invoice. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due.

<p>School Obligations</p>	<p>EdTec’s services will assist with the operations of Client’s back-office operations, but do not include auditing Client’s provided information and operations for completeness and compliance. It is Client’s responsibility to adopt and adhere to reasonable policies and procedures, and to ensure the school remains in compliance with all applicable rules and regulations and maintains sound fiscal operations. In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with EdTec. Furthermore, Client must immediately inform EdTec of any material change that could affect EdTec’s ability to complete its responsibilities and to assist Client in complying with all applicable laws and regulations.</p> <p>Client will comply with the attached Roles and Responsibilities document (Attachment 1).</p>
<p>Termination</p>	<p>Either party may, upon giving thirty (30) days’ written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec’s reasonable judgment, violates any of the “School Obligations” above, (b) if Client does not open by September 30, 2022, or (c) upon any revocation of Client’s charter. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination. In addition, if EdTec terminates this Statement of Work under this section, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.</p>

<p>EDTEC INC.</p> <p>By: _____</p> <p>Name: Steve Campo</p> <p>Title: President & CEO</p> <p>Date: _____</p> <p>1410A 62nd Street Emeryville, CA 94608</p> <p>Fax: 510.663.3503</p>	<p>ARISE HIGH SCHOOL</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
---	--

Statement of Work #14 by and between EdTec Inc. and
ARISE High School
Page 10 of 14, June 9, 2022

The undersigned officer of ARISE High School, a California public charter school (the "School"), hereby certifies that this Agreement has been duly approved by the governing body of the School, at a publicly noticed meeting held on June 14, 2022.

ARISE HIGH SCHOOL

Signature: _____

Name: _____

Title: _____

ATTACHMENT 1

Roles and Responsibilities

Clarity on roles and responsibilities between EdTec and ARISE High School ("Client") will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

	EdTec	Client
Payroll	<ul style="list-style-type: none"> ▪ Accurate, complete payroll on a semi-monthly basis ▪ Published calendar of payroll deadlines ▪ Reminders for payroll deadlines ▪ Final payroll information sent to client for approval prior to client's payroll approval deadline ▪ Advice on setting up STRS/PERS ▪ Primer on health insurance terminations, COBRA, and employee vs. contractor classifications 	<ul style="list-style-type: none"> ▪ Timecards and changes: Submission to EdTec of the timesheet summary, payroll client change summary, and other payroll changes and backup forms by the payroll calendar deadlines and using EdTec forms/processes ▪ Payroll approval: Approval according to EdTec process by payroll calendar deadlines ▪ New hires: Timely submission of new hires according to EdTec process by payroll calendar deadline ▪ Enrolling (or working with a broker to enroll) staff in any STRS, PERS, 403b, health plans, and other insurance/retirement/contribution/deduction programs ▪ Terminating staff from health plans, other insurance, and other applicable contribution/deduction programs.
Accounts Payable	<ul style="list-style-type: none"> ▪ Timely and accurate check payments ▪ Payment of invoices according to client's approval policies ▪ Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors ▪ Payment systems linked to financial statements and analyses for informed managerial decision-making ▪ Bank account reconciliations ▪ Invoice/payment research ▪ Advising clients on outstanding checks to ensure adequate cash availability 	<ul style="list-style-type: none"> ▪ Submission of payment and deposit information; provision to EdTec of view-only access to bank account <ul style="list-style-type: none"> ○ Weekly submission to EdTec of invoices, reimbursement requests, deposits, and other expenditures using EdTec forms and processes ○ Coding all expenses and non-State funding deposits using EdTec forms and processes and codes from the most recent budget. ▪ Banking: Monitoring and maintaining adequate bank account balances to meet expense obligations; securing view-only access to school bank account(s) for use by EdTec.
Attendance and Data Reporting	<ul style="list-style-type: none"> ▪ Monthly attendance reports: Generation of complete, accurate attendance reports (based on 	<ul style="list-style-type: none"> ▪ Accurate and complete collection of attendance data in compliance with State rules.

	<p>school provided data) by the deadline (up to 1.5 hours per report). Resolution of data discrepancies and attendance revisions will be charged at the hourly rate.</p> <ul style="list-style-type: none"> ▪ 20-Day and P-Reports: Generation of complete, accurate attendance reports (based on school provided data) by the deadline (up to 1.5 hours per report). Resolution of data discrepancies and attendance revisions will be charged at the hourly rate. ▪ CALPADS: See Annex A. ▪ CBEDS: EdTec will provide up to 2 hours to train Client on CBEDS procedures and report generation. CBEDS support beyond the initial 2 hours is available on an hourly billable or project billable basis. 	<ul style="list-style-type: none"> ▪ Monthly reports: Preparation and submission of data to EdTec at least 3 business days before the deadline ▪ 20-Day and P-Reports: Submission of data to EdTec at least 5 business days before the deadline ▪ Clients without student information system software will submit student and attendance data to EdTec using EdTec forms ▪ Clients using a non-EdTec-supported SIS will provide student and attendance data to EdTec in an EdTec-approved format
--	---	--

The payroll, accounts payable, and attendance deadlines / calendars referenced above shall be provided separately.

1. LATE FEES and PROCESSING CHARGES

Payroll:

- **Timecards and payroll changes:** A late fee of \$100 will be imposed for each business day timesheet information for hourly staff and payroll changes are submitted late to EdTec based on the published Payroll Calendar. The latest timesheet information changes can be accepted is one business day prior to Payroll Approval deadlines.
- **Manual checks:** EdTec will generate and distribute manual checks, as needed and without charge, for employee terminations and payroll corrections due to EdTec error. For manual checks for employee terminations, EdTec will bill the overnight delivery charges to the school if overnight delivery is requested. For all other manual check requests processed by EdTec, EdTec will charge a fee of \$50 plus overnight delivery charges (if overnight delivery is requested), and for all manual check requests processed by the payroll processor, school will pay the additional fee charged by the payroll processor plus overnight delivery charges (if overnight delivery is requested). An additional payroll cycle outside of the normal payroll processing schedule is possible with adequate advance notice and subject to EdTec staff availability at the time the request is made; an additional payroll cycle will incur an added EdTec processing fee that will be quoted at that time for Client pre-approval.

Accounts Payable:

- **Weekly submittal:** Client must submit a weekly package conforming to EdTec forms and processes. The submittal shall contain invoices with appropriate coding, reimbursement requests, deposits, and/or other payment documents to EdTec using EdTec forms. If

Client fails to submit this weekly package or fails to submit all necessary invoices and receipts to process payment, Client will be charged an additional processing fee of \$50.

- As a courtesy, EdTec may waive the first two occurrences (i.e., up to \$100) of the Weekly Submittal processing fee.

Attendance and Data Reporting:

- **Monthly, 20-Day and P-Reports:** EdTec fees include 1.5 hours of quality assurance and troubleshooting when processing and generating each report. Any EdTec work beyond this hour (including data correction and reconciliation with other periods) will be charged at the then-current discounted data service rate.
- **Expedite fee:** If Client misses an EdTec deadline for providing data and subsequently requests assistance in generating reports on an expedited basis, a \$100 expedite fee per occurrence may apply.
- **CBEDS reports:** EdTec fees include up to two hours for training and guidance on report generation. CBEDS support beyond the initial 2 hours is available on an hourly billable or project billable basis.
- EdTec can provide additional assistance for reports at the then-current discounted data service rate.
- If Client requires EdTec assistance for work with external deadlines (e.g., P-Reports), EdTec may set a deadline for receiving the request, data, and/or other materials from the Client to ensure timely and accurate processing. EdTec may charge an expedite fee for requests, data, and/or other materials not received from the client by the EdTec deadline.
- If Client does not have a student information software system, Client will use EdTec forms when submitting information to EdTec. Failure to use EdTec forms will result in a processing fee of \$100.
- As a courtesy, EdTec may waive the first occurrence of the forms processing fee.

ANNEX A: CALPADS Services		
The services described below will be performed for the fixed annual fee set forth in this Statement of Work, provided that Client uses an EdTec-preferred Student Information System (SIS). In the event that Client uses a non-preferred SIS, EdTec will provide up to 30 hours per school per school fiscal year of the service under the fixed annual fee; additional support hours shall be billed at the then-current discounted data service rate.		
Task Description	EdTec Responsibilities	School Responsibilities
A. Fall 1 Submission (October - January)		
Data Review and Reconciliation	<ul style="list-style-type: none"> -Provide schools with list of required data and project calendar -Manage submission deadlines for each school site and provide regular reminders -Review Fall 1 required data in School's SIS and identify missing/inaccurate data -Review of CALPADS Fall 1 setup in School's SIS (race/ethnicity, exit code mappings) -Train staff how to review Fall 1 certification reports and resolve fatal errors 	<ul style="list-style-type: none"> -Populate School's SIS with all Fall 1 required data per EdTec's guidance -Adhere to project calendar deadlines as set forth by EdTec -Review and certify Fall 1 snapshot reports and make corrections, as needed
Student Enrollment Submission	<ul style="list-style-type: none"> -Mass request SSIDs and update student enrollments through an SENR submission -Generate and troubleshoot SENR extracts -Train school how to manually generate single SSIDs in CALPADS for new students enrolling throughout the school year 	<ul style="list-style-type: none"> -Enter required student demographic information into School's SIS -Follow up with other districts/schools to resolve CCE and MID anomalies
Student Information Submission	<ul style="list-style-type: none"> -Generate, upload and troubleshoot SINP extracts -Generate, upload and troubleshoot SELA extracts 	<ul style="list-style-type: none"> -Ensure English Language Learner Information in School's SIS is up-to-date and accurate
Student Programs Submission	<ul style="list-style-type: none"> -Review student program records in School's SIS for completeness. Add student program records, if necessary -Generate, upload and troubleshoot SPRG extracts 	<ul style="list-style-type: none"> -Enter lunch eligible (free and reduced), foster youth and special education records into School's SIS
B. Fall 2 Submission (October - March)		
Data Review and Reconciliation	<ul style="list-style-type: none"> -Provide schools with list of required data and project calendar -Manage submission deadlines for each school site and provide regular reminders -Review State required data in School's SIS and identify missing/inaccurate data -Review of CALPADS Fall 2 setup in School's SIS -Train staff how to review Fall 2 certification reports and resolve fatal errors 	<ul style="list-style-type: none"> -Populate School's SIS with all Fall 2 required data per EdTec's guidance -Adhere to project calendar deadlines as set forth by EdTec -Review and certify Fall 2 snapshot reports and make corrections, as needed
Staff Demographics Submission	<ul style="list-style-type: none"> -Generate reports that identify missing or inaccurate staff demographic data -Provide guidance on data requirements for staff demographic records -Provide guidance on obtaining SEID numbers for credentialed staff 	<ul style="list-style-type: none"> -Request Statewide Educator ID (SEID) numbers for certificated staff -Enter staff demographic data and fix any error identified by EdTec
Staff Assignments Submission	<ul style="list-style-type: none"> -Update school-provided Staff Assignment data into School's SIS, as needed -Provide guidance on data requirements for staff assignment records -Generate, upload and troubleshoot SASS extract(s) 	<ul style="list-style-type: none"> -Enter staff assignments records in the staff assignments into School's SIS
Course Sections Submission	<ul style="list-style-type: none"> -Update school-provided Course/Section data into School's SIS -Generate, upload and troubleshoot CRSE extract(s) 	<ul style="list-style-type: none"> -Enter required course and section information in School's SIS
Student Course Sections Submission	<ul style="list-style-type: none"> -Generate, upload and troubleshoot SCSE extracts 	<ul style="list-style-type: none"> -Ensure student schedules are up-to-date and accurate through Census Day
C. End-of-Year Submission (May - August)		
Data Review and Reconciliation	<ul style="list-style-type: none"> -Provide schools with list of required data and project calendar -Manage submission deadlines for each school site and provide regular reminders -Review State required data in School's SIS and identify missing/inaccurate data -Review of CALPADS EOY setup in School's SIS (discipline codes, program codes) -Train staff how to review EOY certification reports and resolve fatal errors 	<ul style="list-style-type: none"> -Populate School's SIS with all EOY required data per EdTec's guidance -Adhere to project calendar deadlines as set forth by EdTec -Review and certify End-of-Year certification snapshot reports and make corrections, as needed
Student Enrollment Update Submission	<ul style="list-style-type: none"> -Generate and submit SENR and SINP extracts for all changes since the Fall 1 Submission 	<ul style="list-style-type: none"> -Populate School's SIS with required student demographic information for students since the last enrollment update -Verify completers and graduates along with all associated data elements
End-of-Year Program Submission	<ul style="list-style-type: none"> -Submit and troubleshoot the End-of-Year program submission (SPRG) -Provide guidance on data requirements for additional program records 	<ul style="list-style-type: none"> -Enter student End-of-Year student program records into School's SIS
End-of-Year Discipline and Attendance Submission	<ul style="list-style-type: none"> -Submit and troubleshoot the End-of-Year Discipline submission (SDIS) -Submit and troubleshoot the End-of-Year Attendance submission (STAS) -Provide guidance on data requirements and process for adding discipline records in School's SIS 	<ul style="list-style-type: none"> -Enter student discipline information into School's SIS -Enter all absences for the reporting year into School's SIS
End-of-Year Course Completion Submission	<ul style="list-style-type: none"> -Submit and troubleshoot the End-of-Year Course Completion submission (CRSC and SCSC) 	<ul style="list-style-type: none"> -Confirm all term grades have been entered into School's SIS for Grades 7-12
D. Anomaly Resolution (Year-long, as needed)		
Anomaly Resolution Support	<ul style="list-style-type: none"> -Assist school with identifying and fixing CCE, MID and ERD anomalies in CALPADS and School's SIS -Provide schools with CALPADS contact info for other LEAs 	<ul style="list-style-type: none"> -Follow up with other LEAs to resolve anomalies

*This proposal does not include data remediation services. If it is determined that the initial data quality and set up requires significant intervention by EdTec, a separate scope of work for data remediation services may be required.



EdTec Back Office & CALPADS Services Renewal Proposal for ARISE High School

EdTec is honored to be a key service provider and partner to ARISE and we look forward to continuing our role in supporting the organization's on-going success and impact to the Fruitvale and broader Oakland community.

Overview of Current Contracts

- Back-Office Service
 - Contract Term: July 1, 2020 through June 30, 2022
 - Service Level: Per Statement of Work #5
 - Service Pricing: \$148,000 for 2021-22

- CALPADS Service
 - Contract Term: July 1, 2020 through June 30, 2022
 - Service Level: Per Statement of Work #5
 - Service Pricing: \$8,600 for 2021-22

Proposal for Contract Renewal

Back-Office Services

EdTec proposes continuing with the current back-office service scope and we have prepared a few renewal pricing options for ARISE's consideration, as detailed in the table below. Please note that while the total back-office fee increases, the percentage of total revenue that ARISE would be paying for back-office service decreases considerably from ARISE's original EdTec contract where fees were 2.4% of total revenue.

Back-Office Service Renewal Pricing	2022-23	2023-24	2024-25	2025-26
Projected Enrollment / ADA	426 / 392	426 / 392	426 / 392	426 / 392
Total Projected Revenue	\$8,873,702	\$8,513,582	\$8,253,320	\$8,504,671
Back-Office Service Pricing	\$165,000	\$165,000	\$170,000	\$175,000
1-Year Renewal Service Pricing	\$165,000			
<i>Multi-Year Renewal Discount: 2-Year Term</i>	<i>\$(2,500)</i>	<i>\$(2,500)</i>		
2-Year Renewal Adjusted Service Pricing	\$162,500	\$162,500		
<i>Multi-Year Renewal Discount: 3-Year Term</i>	<i>\$(5,000)</i>	<i>\$(5,000)</i>	<i>\$(5,000)</i>	
3-Year Renewal Adjusted Service Pricing	\$160,000	\$160,000	\$165,000	
<i>Multi-Year Renewal Discount: 4-Year Term</i>	<i>\$(7,500)</i>	<i>\$(7,500)</i>	<i>\$(7,500)</i>	<i>\$(7,500)</i>
4-Year Renewal Adjusted Service Pricing	\$157,500	\$157,500	\$162,500	\$167,500
Service Cost as % of Total Revenue	1.77%	1.85%	1.97%	1.97%

June 6, 2022

EdTec Services Renewal Proposal
for ARISE High School

CALPADS Service

In addition to the back-office service, ARISE has leveraged our CALPADS support package at a **fixed fee of \$8,600** in 2021-22

We recommend continuing these services under the fixed fee model, as ARISE is utilizing the services sufficiently to enjoy tangible savings versus the hourly-billable model, and we expect this utilization to continue going forward.

We recommend a four-year renewal, to run in line with back-office services with small increases to keep pace with the typical COLA-related increases in the costs of delivering these services. The proposed fees are as follows:

2022-23: Fixed fee of \$9,000

2023-24: Fixed fee of \$9,250

2024-25: Fixed fee of \$9,500

2025-26: Fixed fee of \$9,750

Next Steps

Thank you for your partnership and for your consideration of EdTec's proposal. We look forward to your feedback and to discussing next steps!

Best Regards,



Mark Campo
Executive Vice President
& Chief Marketing Officer

Cover Sheet

Head of School Update

Section: IV. Head of School Items
Item: A. Head of School Update
Purpose: Discuss
Submitted by:
Related Material: ARISE School Wide Goals 22-23.pdf
June Head of School Presentation (1).pdf
KG ARISE Goals and Actions 22-23.pdf



Overarching Principle and Goal

To re-establish and re-commit to our mission to Empower Warrior Intellectuals through upholding our rigorous academics and high expectations in instruction and culture

School Wide Goals and Actions Overview

Math [[Priority Plan](#)]

Overview: All ARISE Math teachers will increase student math skills, endurance, critical thinking and joy by prioritizing rigorous math assessments that are part of a continuous teach-assess-reteach cycle.

Measures of success:

- Pre & post Data: Average growth of at least 50% proficiency from students' Pre to post assessments, or an average of at least 75% proficiency in students' post assessments as measured by the ARISE Math Department Prepost Data Tracker
- Unit assessments: Average of 80% passing or showing of proficiency (including retakes)
- Benchmarks - Growth in Benchmark proficiency data by 30% across each math course from pre to post assessment (quantitative) - q1 baseline, q2 = baseline+10%, q3=baseline +20%, q4 = baseline +30% (quarterly benchmarks)
- +1.2 years of growth on NWEA MAP from Fall to Spring
- At least 50% of students meeting their Fall to Winter growth targets on NWEA MAP
- Growth by 5% in SBAC scores or 12% proficiency overall.

Literacy [[Priority Plan](#)]

Overview: All Non-Math ARISE teachers will develop student's abilities to access, analyze, and think critically about complex texts through increased rigor, unit planning, and implementation of complex text and academic discourse strategies.

Measures of success:

- MAP Reading (% of students reading at grade level - 40th percentile or above)
 - MAP Reading (% of students reading at grade level)
 - Overall 21-22 = 39%
 - Goal 22-23 = 54%
- SBAC ELA (Distance from Standard as measured by the CA School Dashboard) - Goal 22-23 = +28 school-wide

	9th	10th	11th	12th
Baseline (prior Spring)	XX%	42%	43%	25%
Sept	47%	47%	48%	32%
Jan	52%	52%	53%	39%
April	57%	57%	58%	46%

- Instructional Rounds/Observations focused on the literary element in the Instructional Core
- Academic discourse observations [RUBRIC](#)
- Average scores of 3 in every unit plan based on the ARISE [Unit Design Rubric](#)

School Culture [[Priority Plan](#)]

All ARISE Staff will implement strategies to improve attendance so that students are present to learn.

Measures of Success:

- Increase ADA from 88 to 95%
- 20% Reduction in average daily count of students with 1-3 class AUs from baseline of 51 to 40
- On Enrichment Days: Increase ADA from 66% to 80%; Maintain steady attendance throughout day
- Increase peer belonging and connection stats on youthtruth by 10% (model after the 2-3 bullet)
- Increase engagement stats on youthtruth by 10%





JUNE

BOARD MEETING

HEAD OF SCHOOL UPDATE

BY KARLA GANDIAGA

GRANTS UPDATE

- Community Schools Grant 200k for planning then 500k
- SEL in Action 30k

Pending

- Catalyze Challenge 50k
- New Schools Venture Fund 250k
- Strong Workforce 500k (applying in the Fall)
- Silicon Schools (had a visit and submitted a grant)



ENROLLMENT 22-23

22-23 Projections	Enrollment Goal	Returning Students	Registered New Students	Total Enrollment	Seats to fill
9th	108	0	112	112	4
10th	108	109	4	113	5
11th	108	106	5	111	3
12th	102	100	1	101	-1
Total	426	315	122	437	11

01

Quality of Instruction

Protected Preps
Instructional Coaching
New Leadership Model
Professional Development
Credentialing

Student Support

Academic Counselors
+1 SPED RSP
Academic Mentors
EL/Newcomer Program
EL Ac Mentors
RJ Team

Additions Based on Feedback and Data

+2 Math Teachers
+1 EL/Literacy Teacher
Additional PD Opportunities
Doubled Up Advisors
Part time sub
Increase in Ac Mentor support and involvement
Increase in Student Activities
Increase in Enrichment
Investment in Ukiah
Investment in HR Consulting
Engagement Coordinator
Additional Sports Funding
Investing in Family Supports

2022-2023 BUDGET PRIORITIES



2022-2023 SCHOOL WIDE GOALS



Overarching Principle and Goal

To re-establish and re-commit to our mission to Empower Warrior Intellectuals through upholding our rigorous academics and high expectations in instruction and culture

School Wide Goals and Actions Overview

Math [[Priority Plan](#)]

Overview: All ARISE Math teachers will increase student math skills, endurance, critical thinking and joy by prioritizing rigorous math assessments that are part of a continuous teach-assess-reteach cycle.

Measures of success:

- Pre & post Data: Average growth of at least 50% proficiency from students' Pre to post assessments, or an average of at least 75% proficiency in students' post assessments as measured by the ARISE Math Department Prepost Data Tracker
- Unit assessments: Average of 80% passing or showing of proficiency (including retakes)
- Benchmarks - Growth in Benchmark proficiency data by 30% across each math course from pre to post assessment (quantitative) - q1 baseline, q2 = baseline+10%, q3=baseline +20%, q4 = baseline +30% (quarterly benchmarks)
- +1.2 years of growth on NWEA MAP from Fall to Spring
- At least 50% of students meeting their Fall to Winter growth targets on NWEA MAP
- Growth by 5% in SBAC scores or 12% proficiency overall.

Literacy [[Priority Plan](#)]

Overview: All Non-Math ARISE teachers will develop student’s abilities to access, analyze, and think critically about complex texts through increased rigor, unit planning, and implementation of complex text and academic discourse strategies.

Measures of success:

- MAP Reading (% of students reading at grade level - 40th percentile or above)
 - MAP Reading (% of students reading at grade level)
 - Overall 21-22 = 39%
 - Goal 22-23 = 54%
- SBAC ELA (Distance from Standard as measured by the CA School Dashboard) - Goal 22-23 = +28 school-wide

	9th	10th	11th	12th
Baseline (prior Spring)	XX%	42%	43%	25%
Sept	47%	47%	48%	32%
Jan	52%	52%	53%	39%
April	57%	57%	58%	46%

- Instructional Rounds/Observations focused on the literary element in the Instructional Core
- Academic discourse observations RUBRIC
- Average scores of 3 in every unit plan based on the ARISE Unit Design Rubric

School Culture [[Priority Plan](#)]

All ARISE Staff will implement strategies to improve attendance so that students are present to learn.

Measures of Success:

- Increase ADA from 88 to 95%
- 20% Reduction in average daily count of students with 1-3 class AUs from baseline of 51 to 40
- On Enrichment Days: Increase ADA from 66% to 80%; Maintain steady attendance throughout day
- Increase peer belonging and connection stats on youthtruth by 10% (model after the 2-3 bullet)
- Increase engagement stats on youthtruth by 10%

2022-2023 KARLA'S GOALS



Overarching Principle and Goal

To re-establish and re-commit to our mission to Empower Warrior Intellectuals through upholding our rigorous academics and high expectations in instruction and culture
Rationale:

SY23 School Wide Goals

Karla's Goal

Professional Actions

Leadership Priority: Cultivate Culture of Excellence through leadership team capacity building and development

Measures of Success:

- 10% increase in Staff sense of belonging as measured by the Youth Truth Survey
- 10% increase in staff rating of their supervision support by the Youth Truth Survey
- 90% staff retention (for those who are asked back)
- 95% leadership retention (for those who are asked back)

- By September 2022 rollout survey to school leadership team to gather data on areas they would like to receive more PD to increase their operational effectiveness in ensuring psychological safety, professionalism, and excellence in the workplace
- By end of first quarter of SY23 (October 2022) in collaboration with each leader, identify strengths, growth opportunities and stretch goals based on prior year performance, needs for team and community tied to specific role responsibilities
- By November 2022 Redesign supervision for leaders to focus on SMARTIE execution of identified growth opportunities and stretch goals
- By November 2022 support and model for leadership team establishment of monthly problem of practice protocol meetings to enable cross collaborative problem solving and visibility into work streams across leadership team
- By December 1, 2022 analyze September survey data alongside individual leader data collected by end of October 2022 to identify differentiated PD needs for leaders and provide support through combination of 1:1s with karla, external opportunities and/or consultants utilizing protocols and supervision tools
- Rollout quarterly temperature check surveys to gather data from instructional and non-instructional staff on leadership team effectiveness, workplace culture and opportunities for growth and stretch
- By February of 2023 survey leadership team on progress toward goals and efficacy of new initiatives



	<p>to their work: problems of practice, targeted 1:1s and PD supports designed to grow their practice</p> <ul style="list-style-type: none"> • By March of 2023 implement feedback from leadership team regarding new initiatives
<p>Instructional Priority: Lead Educational Program in execution of what rigorous instruction looks like and feels like for student achievement</p>	
<p>Measures of Success:</p> <ul style="list-style-type: none"> • Math: +1.2 years of growth on NWEA MAP from Fall to Spring • Math: Growth by 5% in SBAC scores or 12% proficiency overall. • MAP Reading (% of students reading at grade level - 40th percentile or above) <ul style="list-style-type: none"> ◦ MAP Reading (% of students reading at grade level) <ul style="list-style-type: none"> ■ Overall 21-22 = 39% ■ Goal 22-23 = 54% 	<ul style="list-style-type: none"> • By August of 2022 establish bi-weekly Coaching sessions for ILT members to ensure they keep rigor at the forefront of all instructional coaching and PD and have space to engage in cross collaborative problem of practice conversations to build capacity • By August of 2022 rollout schedule of Head of School observations for each teacher at ARISE once a quarter to ensure feedback, transparency and clarity around expectations for rigor and priority plans • Establish ILT Data Dive sessions once per quarter to analyze student outcome data and modify priority plans and actions
<p>School Culture Priority: Ensuring the ARISE mission is tangibly demonstrated in student school culture</p>	
<p>Measures of Success:</p> <ul style="list-style-type: none"> • Increase ADA from 88 to 95% • 20% Reduction in average daily count of students with 1-3 class AUs from baseline of 51 to 40 • 20% Reduction in average daily count of students for Enrichment AUs 	<ul style="list-style-type: none"> • Establish ALT/CLT Data Dive sessions once per quarter to analyze student outcome data and modify priority plans and actions • Establish and train SPEC process and data analysis cycles • Train and support Academic Counselors, RJ team, and SPEC to engage families in increasing attendance • By September 2022 model regular practice and expectation for school staff to access and discuss attendance dashboard at weekly PDs and understand overall impact to school culture and instructional rigor • By October 2022 establish a calendar for Head of School solicitation of family feedback through combination of 1:1s, focus group, survey and SLC meetings.

Cover Sheet

Head of School Compensation

Section: V. Governance Update
Item: B. Head of School Compensation
Purpose: Vote
Submitted by:
Related Material:
Board Chair Oral Announcement 06142022.pdf
Compensation Survey ARISE 2022.pdf
Gandiaga At-Will Principal Employment Agreement_FINAL 2022-23.pdf

ARISE HIGH SCHOOL
BOARD CHAIR ORAL ANNOUNCEMENT FOR
HEAD OF SCHOOL
KARLA GANDIAGA

*Announcement to precede June 14, 2022 Board Approval of
Head of School Employment Agreement*

Head of School Compensation Announcement

“As to the next item regarding approval of the Head of School employment agreement, I am required by law to indicate, prior to any vote on the Head of School employment agreement, that the agreement is an at-will employment agreement and provides the following:

1. A base annual salary for the 2022-2023 school year of \$180,000;
2. Participation in designated health benefits programs and plans established by ARISE (including coverage for dependents) available to all eligible employees at ARISE;
3. Participation in the California State Teachers’ Retirement System available to all eligible employees at ARISE;
4. Paid Time Off in the amount of fifteen (15) days annually;

I would also note that the annual salary is wholly in keeping with the compensation comparability study the Board has received.”

ARISE High School Governing Board

Summary of Compensation and Benefits Survey Data of Charter School Leaders for Head of School

March 2021

Prior to any Board action to approve any decisions regarding executive compensation (including approval of base salary increases, incentive compensation, bonuses, etc.), the Board must first exercise due diligence (review of comparable compensation practices) to ensure compliance with IRS restrictions on excess compensation for nonprofit executives, including a charter school head of school. The Board's review and approval of the executive compensation must occur: initially upon hiring the executive; whenever the term of employment, if any, is renewed or extended; and whenever the officer's compensation is modified. However, separate review and approval is not required if the modification of compensation extends to substantially all employees.

In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers "compensation" broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits. If the IRS determines compensation is not reasonable, severe consequences may result.

The following is a summary of findings following review and comparison of a sampling of total compensation levels received by educational leaders in Northern California. The Head of School at ARISE High School oversees a school serving approximately 420 students in Alameda County. Based on these facts, this study compared salary packages of similarly situated school leaders.

Location	Total Enrolled	Unduplicated %	Base Salary
Los Angeles	302	88%	\$ 137,839
Bay Area	310	72%	\$ 155,657
Bay Area	317	30%	\$ 147,900
Los Angeles	335	89%	\$ 164,000
Bay Area	353	40%	\$ 150,000
Bay Area	374	3%	\$ 142,800
Bay Area	400	33%	\$ 183,813
Sacramento	436	87%	\$ 145,000
Bay Area	436	26%	\$ 184,800
Bay Area	443	26%	\$ 135,139

Los Angeles	450	62%	\$ 135,000
Bay Area	465	86%	\$ 170,000
Bay Area	550	7%	\$ 205,000
Los Angeles	553	48%	\$ 156,000
Bay Area	555	80%	\$ 162,225
Bay Area	583	70%	\$ 160,952
Central	615	96%	\$ 162,996
Los Angeles	632	53%	\$ 173,360
Central	678	56%	\$ 149,687
Bay Area	715	36%	\$ 120,387
Bay Area	910	34%	\$ 157,900
Bay Area	1068	10%	\$ 231,000
Average (Mean)	522	51%	\$ 160,521
Average (Median)	458	51%	\$ 156,950



AT-WILL EMPLOYMENT AGREEMENT
Between
ARISE HIGH SCHOOL & KARLA GANDIAGA

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of SCHOOL (“ARISE”), a California public charter school approved by the Oakland Unified School District (the “District”). The Board desires to hire employees who will assist ARISE in achieving the goals and meeting the requirements of ARISE’s charter, and implementing ARISE’s purposes, policies, and procedures. The parties recognize that ARISE is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, ARISE and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. ARISE has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* ARISE has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, ARISE has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, ARISE is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of ARISE, and the employee signing below expressly recognizes that he/she is being employed by ARISE and not the District.
3. Pursuant to Education Code section 47610, ARISE must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. ARISE shall be deemed the exclusive public school employer of the employees at ARISE for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of Head of School. The Employee will perform such duties as ARISE may reasonably assign and the Employee will abide by all of ARISE’s policies and procedures as adopted and amended from time to

time. The Employee further agrees to abide by ARISE's charter.

A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of ARISE.

2. **Work Schedule**

The minimum daily work schedule for this full-time position shall be Monday through Friday, 8:00 a.m. to 4:00 p.m. While the Employee shall generally be available at ARISE during this time period, the duties of this position may require work on weekends, and before and after the regular work year or hours of the work day.

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with ARISE.

3. **Compensation**

The annual compensation for this position shall be \$180,000, subject to all regular withholdings, and paid in twelve (12) monthly installments. The Employee's compensation may be prorated depending on whether he/she remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Benefits:**

- a. **Health/Retirement Benefits.** At ARISE's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to ARISE's other employees, including entitlement to participation in STRS or PERS.
- b. **Paid Time Off.** The Employee will have holidays off per the academic year calendar (including federal holidays, Thanksgiving break, winter break, spring break, and summer administrative closure – totaling 46 days in 2022-2023). The Employee will also have 7.5 days of Paid Time Off (PTO). This leave is accrued monthly from July through June. Vacation days may be used by the Employee subject to the prior approval of the Board.

5. **Performance Evaluation**

The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and performance objectives as defined in this Agreement. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he/she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's ability to release the Employee on an at-will basis as outlined below.

6. **Employee Rights**

Employment rights and benefits for employment at ARISE shall only be as specified in this Employment Agreement, ARISE's charter, the Charter Schools Act and ARISE's Employee Handbook, which from time to time may be amended and modified by ARISE. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, The Employee shall not acquire or accrue tenure, or any employment rights with ARISE.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges she is a child care custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process.

The Employee will be required to submit evidence from a licensed physician and/or licensed entity that she was found to be free from tuberculosis risk factors, or active tuberculosis, if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at ARISE, she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with her employment with ARISE.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. ARISE shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. **Expense Reimbursement**

ARISE shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable ARISE policy and authorization.

13. **Required Contract Provisions**

The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement**

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).

b. **Required Reimbursements**

The Employee shall be required to reimburse ARISE for any salary or fees she receives from ARISE in relation to her placement on paid administrative leave pending criminal charges if she is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse ARISE for any cash settlement she receives in relation to her termination if she is convicted of a crime involving the abuse of office/position.

C. EMPLOYMENT AT-WILL

ARISE may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, at ARISE's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of her employment may be altered at any time, with or without cause, at the discretion of ARISE. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS**1. Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with ARISE on the terms specified herein.
2. All information I have provided to ARISE related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between ARISE and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____

ARISE Approval:

Dated: _____
Julie Obbard, Interim Board Chair

***This Employment Agreement is subject to ratification
and approval by the Governing Board of ARISE.***

Cover Sheet

ARISE Board Calendar 22-23

Section: V. Governance Update
Item: C. ARISE Board Calendar 22-23
Purpose: Vote
Submitted by:
Related Material: ARISE Board calendar 22-23.pdf



Board of Directors Calendar 2022-2023

Date	Type of Meeting	Agenda Items
August 2	Full Board	Brown Act Training
August 23	Governance Committee	
August 30	Finance Committee	
September 1	Academic Excellence Committee	Annual Plan and Data Review (SBAC)
September 6	Full Board	
September 20	Governance Committee	
September 27	Finance Committee	
October 4	Full Board	
October 11	Governance Committee	
October 18	Finance Committee	
November 1	Academic Excellence Committee	Karla presents BOY NWEA Data
November 8	Governance Committee	
November 15	Finance Committee	
December 6	Full Board	HoS Midyear Evaluation (closed session) Audited Financials Approval
January 10	Governance Committee	
January 17	Finance Committee	
February 7	Full Board	
February 21	Academic Excellence	Karla presents MOY NWEA Data



	Committee	
February 28	Governance Committee	
March 7	Finance Committee	
March 14	Full Board	LCAP Public Hearing, Approve HOS Employment Agreement
April 11	Governance Committee	
April 18	Finance Committee	
April 25	Academic Excellence Committee	
May 2	Full Board	
May 9	Governance Committee	
May 23	Finance Committee	Budget/Governor's Revision
May 30	Academic Excellence Committee	Karla presents EOY NWEA Data and 23-24 Draft Goals
June 6	Finance Committee	
June 13	Full Board	Vote on: LCAP, Budget, Local Indicators, EPA Spending
June 23	Board Retreat	

Cover Sheet

22-23 Budget

Section: VI. Finance Update
Item: A. 22-23 Budget
Purpose: Vote
Submitted by:
Related Material: ARISE FY23 Budget as of 06.09.22.xlsm

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

ARISE FY23 Budget as of 06.09.22.xlsm

Cover Sheet

Line of Credit

Section:	VI. Finance Update
Item:	B. Line of Credit
Purpose:	Vote
Submitted by:	
Related Material:	Certificate of Borrower.pdf Resolutions Approving Loan and Granting Collateral.pdf ARISE LOC Loan Agreement.pdf

ARISE HIGH SCHOOL

CERTIFICATE OF SECRETARY OF BORROWER

I, _____, do hereby certify that I am the duly elected, qualified and acting _____ of ARISE HIGH SCHOOL, a nonprofit public benefit corporation under the laws of the State of California (“**Borrower**”), and that as _____, I am authorized to execute this certificate on behalf of Borrower. I further certify as follows:

1. Attached hereto as **Attachment A** is a true, complete and correct copy of the Articles of Incorporation of Borrower filed with the Secretary of State of the State of California (the “**Secretary**”) on February 20, 2007, and such Articles of Incorporation have not been further amended, modified, revoked or rescinded and remain in full force and effect on the date hereof.

2. Attached hereto as **Attachment B** is a true, complete and correct copy of the Bylaws of Borrower dated May 18, 2018, and, since that date, the Bylaws have not been further amended, modified, revoked or rescinded and remain in full force and effect on the date hereof.

3. Attached hereto as **Attachment C** is a true, complete and correct copy of the Resolutions to Approve Loan and Grant Collateral of Borrower (the “**Resolutions**”) with respect to the Loan from Capital Impact Partners to Borrower in the amount of Five Hundred Thousand (\$500,000.00) to be used as a revolving line of credit. The Resolutions are the only resolutions relating to the subject matter and have not been amended, modified, revoked or rescinded since the date of their adoption, remain in full force and effect on the date hereof, and are not inconsistent or in conflict with any other currently effective resolutions.

4. Attached hereto as **Attachment D** is a true, complete and correct copy of the Certificate of Good Standing of Borrower certified by the Secretary of State of the State of California, dated _____, 2022, and, since that date, Borrower has remained in good standing with the State of California up through and including the date hereof.

(Signatures on following page)

5. The following individuals are authorized officers and authorized signatories of Borrower:

<u>Name:</u>	<u>Office:</u>	<u>Signature:</u>
_____	President	_____
_____	Treasurer	_____
_____	Secretary	_____
_____	_____	_____

IN WITNESS WHEREOF, I have executed this certificate under seal as of the _____ day of _____, 2022.

Name: _____
Title: _____

I, _____, the _____ of Borrower, hereby certify that _____ has been duly elected or appointed and is duly qualified as, and on this day is, Secretary of Borrower and the signature above is such individual's genuine signature.

IN WITNESS WHEREOF, I have executed this certificate under seal as of the _____ day of _____, 2022.

Name: _____
Title: _____

ATTACHMENT A

Articles of Incorporation

ATTACHMENT B

Bylaws

ATTACHMENT C

Resolutions

ATTACHMENT D

Certificate of Good Standing

RESOLUTIONS TO APPROVE LOAN AND GRANT COLLATERAL

Borrower ARISE HIGH SCHOOL, a nonprofit public benefit corporation under the laws of the State of California

Lender **Capital Impact Partners**, a nonprofit corporation organized under the laws of the District of Columbia at the direction of the U.S. Congress in 12 U.S.C. Section 3051, with its principal offices at 1400 Crystal Drive, Suite 500, Arlington, VA 22202

PERSONS AUTHORIZED

RESOLVED, the following persons may enter into any agreements of any nature with Lender, and those agreements will bind Borrower: _____ (each, an “Authorized Person” and, collectively, “Authorized Persons”).

ACTIONS AUTHORIZED

RESOLVED, any of the Authorized Persons is hereby authorized, empowered, and directed to do the following for and on behalf of Borrower:

Loan. To obtain a revolving line of credit (the “Loan”) from Lender in the amount up to Five Hundred Thousand Dollars (\$500,000.00) at the floating rate of Four and Five Tenths percent (4.50%) per annum with an interest rate floor of Five and Seventy-Five Hundredths percent (5.75%) per annum, for a term of sixteen (16) months, which Loan shall be used as a revolving line of credit.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to Borrower or in which Borrower now or hereafter may have an interest, including without limitation all of the real property and personal property (tangible or intangible) identified as collateral in the loan agreement to be executed in connection with the Loan, as security for the Loan, and as a security for the payment of any loans, any promissory notes, or any other or further indebtedness of Borrower to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time the Loan and such other loans are obtained or any such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered. The provisions of this Resolution authorizing or relating to the pledge, mortgage, transfer, endorsement, hypothecation, granting of a security interest in, or in any way encumbering, the assets of Borrower shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of Borrower to Lender. Borrower has considered the value to itself of lending collateral in support of such indebtedness, and Borrower represents to Lender that it is benefited by doing so.

Execute Loan Documents. To execute and deliver to Lender the loan agreement, promissory note, forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, security agreement, financing statements and such other agreements, documents and/or instruments that Lender may require and which shall evidence the terms and conditions under and pursuant to the Loan and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of security interests for the Loan.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements as any of the Authorized Persons may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions.

CONTINUING VALIDITY

RESOLVED, any and all acts authorized pursuant to these Resolutions and performed prior to the passage of these

Resolutions are hereby ratified and approved. These Resolutions shall be continuing, shall remain in full force and effect and Lender may rely on them until written notice of their revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of Borrower's agreements or commitments in effect at the time notice is given.

These Resolutions to Approve Loan and Grant Collateral are dated _____, 2022.

CERTIFIED AND ATTESTED BY:

By: _____

Name: _____

Title: Secretary

LOAN AGREEMENT (Line of Credit)

Principal \$500,000.00	Loan Date 06- - 2022	Maturity Date 11- 01 - 2023	Loan No 375761000	Officer William Robison
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.				

THIS LOAN AGREEMENT (this “**Agreement**”) is made and entered into as of June __, 2022 (the “**Effective Date**”), by and between (i) **CAPITAL IMPACT PARTNERS**, a non-profit corporation organized under the laws of the District of Columbia at the direction of the United States Congress in 12 U.S.C. § 3051 (together with its successors and assigns, “**Lender**”), having its principal place of business at 1400 Crystal Drive, Suite 500, Arlington, Virginia 22202, and (ii) **ARISE HIGH SCHOOL** a California nonprofit public benefit corporation (“**Borrower**”), having its principal place of business at 3301 E. 12th Street, Suite 205, Oakland, CA 94601, on the following terms and conditions.

I. DEFINITIONS, CONDITIONS AND ACCOUNTING TERMS.

1.1 Definitions. For purposes of this Agreement, capitalized terms used in the Loan Documents have the meanings set forth in this Agreement.

Advance means any disbursement to Borrower of Loan Proceeds, each of which Advance shall be made by Lender pursuant to a Borrowing Request submitted by Borrower and to the extent approved by Lender, provided that the amount of each Advance shall not exceed the maximum available credit available determined by Lender pursuant to the Borrowing Base Calculation, nor shall any Advance, when taken together with all outstanding and unpaid principal due under the Loan, exceed the maximum principal amount of the Loan.

Affiliates means any Person: (i) which directly or indirectly controls, or is controlled by, or is under common control with Borrower; (ii) which directly or indirectly beneficially owns or holds fifty percent (50%) or more of any class of voting stock of Borrower; or (iii) of which fifty percent (50%) or more of its voting stock is directly or indirectly beneficially owned or held by Borrower. The term control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Agreement has the meaning given to that term in the preamble of this Agreement.

Annual Certificate of Performance has the meaning set forth in **Section 4.7.2** hereof and shall be in the form attached hereto as **Exhibit B**.

Annual Financial Statements has the meaning set forth in **Section 4.7.2** hereof.

Annual Receivables Report has the meaning set forth in **Section 4.7.7** hereof.

Annual School Report has the meaning set forth in **Section 4.7.6** hereof.

Anti-Corruption Laws means the principles set forth in the Organisation for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (“**OECD Convention**”); the anti-bribery laws implementing the OECD Convention, such as the United States Foreign Corrupt Practices Act, United Kingdom Bribery Act, South Africa Prevention and Combating of Corrupt Activities Act; and other national anti-bribery laws to which Borrower’s activities and operations may be subject.

Anti-Terrorism Law means any Legal Requirement related to money laundering or financing terrorism including the PATRIOT Act, the Currency and Foreign Transactions Reporting Act (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), also known as the Bank Secrecy Act, the Trading With the Enemy Act (50 U.S.C. § 1, et seq.) and Executive Order 13224 (effective September 24, 2001).

Attorney has the meaning set forth in **Section 17.1.10** hereof.

Bankruptcy Code means the provisions of Title 11 of the United States Code, 11 U.S.C. §§1101 et seq.

Blocked Person means any Person that (a) is publicly identified on the most current list of “Specially Designated Nationals and Blocked Persons” published by OFAC or resides, is organized or chartered, or has a place of business in a country or territory subject to OFAC sanctions or embargo programs, or (b) is publicly identified as prohibited from doing business with the United States under the International Emergency Economic Powers Act, the Trading With the Enemy Act, or any other Legal Requirement.

Borrower has the meaning given to that term in the preamble of this Agreement and its permitted successors and assigns, if any.

Borrowing Base Calculation means the methodology by which Lender shall determine, from time to time, the amount of credit that may be extended to Borrower upon receipt of a Borrowing Request. For purposes of the Loan, Advances shall not exceed the sum, rounded to the nearest \$1,000.00, of the amount which is equal to seventy percent (70%) of Borrower’s state and federal receivables.

Borrowing Base Certificate means a written certification by an officer of Borrower setting forth the name and amount of accounts and grant receivables payable to Borrower on the date of such certification, and accompanied by such documentation as Lender shall deem reasonable in order to accurately perform the Borrowing Base Calculation for the requested Advance. Each Borrowing Base Certificate shall be acceptable to Lender in its commercially reasonable discretion.

Borrowing Base Report has the meaning set forth in **Section 2.1.4** below.

Borrowing Request means a written request submitted by Borrower to Lender setting forth the amount of credit being requested for any Advance, which such Borrower Request shall include invoices and other documentation reasonably requested by Lender to substantiate the purpose and use of the Advance to be made pursuant to the Borrowing Request.

Business Day means any day other than a Saturday, a Sunday or any other day on which commercial banks in the Commonwealth of Virginia or State of California are required or permitted by law to close.

Charter Authorizer means the Oakland Unified School District.

Charter School Requirements means the obligations, restrictions, and requirements set forth in the School Charter, the School Act and in any and all other laws, rules, regulations, policies, and procedures applicable to the operation of the School.

Closing Date means (i) the Effective Date or (ii) such other date as Lender and Borrower may otherwise agree.

Code means the United States Internal Revenue Code of 1986, as amended.

Collateral means, collectively, all of Borrower’s right, title and interest in the “Collateral” as defined in the Security Agreement.

Commitment Fee has the meaning set forth in **Section 2.2.3** below.

Content has the meaning set forth in **Section 4.22** below.

Debtor Relief Law(s) means the Bankruptcy Code of the United States, as amended and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

Default Rate has the meaning set forth in the Note.

Dollars, \$ or U.S. Dollars means the lawful money of the United States of America.

Event of Default has the meaning given to that term in **Article VIII** of this Agreement.

Financial Covenants has the meaning set forth in **Section 4.9** hereof.

Financing Statement means one or more UCC-1 financing statement(s) authorized by Borrower hereunder and naming Borrower as debtor and naming Lender as the secured party, providing for a blanket Lien on substantially all the assets of Borrower, which shall be satisfactory to Lender in all respects.

GAAP means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied. Unless otherwise expressly specified herein, all accounting terms used in this Agreement shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, on an accrual basis in accordance with GAAP.

Governmental Authority means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government having the force of law.

Indebtedness means, for any Person: (i) all indebtedness or other obligations of such Person for borrowed money or for the deferred purchase price of property or services; (ii) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses; (iii) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (iv) all reimbursement or other obligations of such Person under or in respect of letters of credit and bankers acceptances; (v) all reimbursement or other obligations of such Person in respect of any bank guaranties, surety bonds and similar instruments issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings or payments; and (vi) all guaranties of Indebtedness of another person and all Indebtedness of another Person secured by any Lien upon or in property owned by the Person for whom Indebtedness is being determined, whether or not such Person has assumed or become liable for the payment of such Indebtedness of such other Person.

Indemnified Party has the meaning set forth in **Article XV** hereof.

Legal Requirements applicable to any property or Person means: (i) all decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates, or other requirements of any court or other Governmental Authority in any way applicable to or affecting such property or such Person or its business, operations, or assets having the force of law; and (ii) all such person's bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement. As to the Collateral, such term, includes, without limitation, all legal requirements relating to the acquisition, development, ownership, use, occupancy, possession, operation, maintenance, alteration and repair thereof, as well as all related permits, easements, covenants, restrictions and similar items.

Lender has the meaning given to that term in the preamble of this Agreement.

Lien means, with respect to any asset, any mortgage, deed of trust, lien (statutory or otherwise), pledge, charge, security interest, hypothecation, assignment or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to give a security interest in and any authorized filing of or agreement to give any financing statement under the UCC (or equivalent statutes) of any jurisdiction.

Loan means the loan made by Lender to Borrower pursuant to this Agreement and the other Loan Documents in the maximum original principal amount of Five Hundred Thousand Dollars (\$500,000.00).

Loan Documents means this Agreement, the Note, the Security Agreement and all other promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security deeds, collateral mortgages, guaranties, Financing Statement and all other instruments, agreements and documents, whether now or hereafter existing, executed by Borrower in connection with the Loan.

Loan Proceeds means the proceeds of the Loan to be advanced and re-advanced upon and subject to the provisions of this Agreement.

Maturity Date means November 1, 2023, as the same may be extended pursuant to **Section 2.1.5** hereof or such earlier date that the Loan is accelerated or it otherwise becomes due and payable.

Maturity Extension Amendment means an amendment to this Agreement executed or to be executed by Borrower and Lender in order to extend the Maturity Date for one (1) year pursuant to the terms of **Section 2.1.5** hereof, which Maturity Extension Amendment shall be in the form attached hereto as **Exhibit C**.

Maximum Aggregate Principal Amount means Five Hundred Thousand Dollars (\$500,000.00),

Maximum Available Loan Amount has the meaning set forth in **Section 2.1.1** hereof. For informational purposes, the Maximum Available Loan Amount as of the Date of Closing is \$500,000.00.

Note means that certain Promissory Note of even date herewith made by Borrower and payable to the order of Lender evidencing the Loan, together with all modifications, amendments, renewals, extensions, replacements, and substitutions thereof or therefor.

Obligations means the Loan and any and all other liabilities and obligations of Borrower to Lender, whether now existing or hereafter created or arising, direct or indirect, matured or unmatured, and whether absolute or contingent, joint, several or joint and several, and no matter how the same may be evidenced including interest and fees that accrue after the commencement by or against Borrower of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing the term Obligations means and includes the Indebtedness evidenced by the Note or any of the other Loan Documents, including all principal and interest, fees, costs and expenses for which Borrower is responsible under this Agreement or under any of the other Loan Documents, and all covenants, agreements, duties and other obligations hereunder and under the other Loan Documents.

OFAC has the meaning set forth in **Section 3.21** hereof.

Operating Permits means all permits, licenses, approvals, authorizations, consents, franchises, patents, copyrights, trademarks, and trade names, agreements and other instruments, or rights thereto, that are necessary or required for Borrower to operate its business and the Collateral as a nonprofit charter school.

PATRIOT Act means Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56, signed into law October 26, 2001).

Permitted Indebtedness means: (i) Indebtedness to Lender, including without limitation the TI Loan; (ii) such other Indebtedness existing on the date hereof and disclosed to, and expressly approved in writing by, Lender; and (iii) such other Indebtedness incurred in the ordinary course of the operation of Borrower's business, but at no time shall such ordinary debt exceed \$50,000, in the aggregate; provided, however that the prior written consent of Lender shall be required in connection with any and all additional debt undertaken by Borrower from and after the date on which Borrower fails to satisfy any of the Financial Covenants, which consent by Lender shall not be unreasonably withheld, conditioned or delayed.

Permitted Liens means: (i) liens and security interests securing Obligations owed by Borrower to Lender; (ii) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (iii) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent or are being contested in good faith; (iv) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in connection with any Permitted Indebtedness; and (v) such other liens and security interests which, as of the date of this Agreement, have been disclosed to and expressly approved by Lender in writing in its sole and absolute discretion.

Person means an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority or other entity, as the context may require.

Property Taxes means any form of real estate or personal property tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Collateral by any authority having the power to tax, including, without limitation, any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement

district thereof, as against any legal or equitable interest of Borrower in the Collateral, and any tax, fee, levy, assessment or charge imposed in partial or total substitution for any such tax, fee, levy, assessment or by reason of the transactions contemplated by the Loan Documents.

Quarterly Financial Statements has the meaning set forth in **Section 4.7.3** hereof.

Required Insurance means all insurance coverage with respect to Borrower and the Collateral as Lender shall require from time to time. Required Insurance for the Collateral and Borrower as of the Closing Date is set forth on **Exhibit A** attached hereto. Borrower shall also provide Lender with evidence: (1) of workers' compensation insurance, with statutory coverage limits; (2) that all insurance premiums have been paid at least one (1) year in advance; and (3) of such other insurance coverages, or information with respect to the insurance required hereby, as Lender may reasonably request. All insurance policies shall be issued by a company or companies in all respects satisfactory to Lender, and copies of the originals of the policies (or at Lender's option, certificates of insurance) shall be deposited with Lender throughout the entire term of the Loan.

Sanctions has the meaning set forth in **Section 3.21** hereof.

School means the charter school or schools owned and operated by Borrower and known as Arise High School.

School Act means any and all laws, rules and regulations adopted by the State of California with respect to the chartering, licensing, owning and operating charter schools in the State of California and Oakland Unified School District.

School Charter means the charter authorization owned or controlled by Borrower, allowing Borrower to operate the School as nonprofit charter schools in the State of California, by and between Borrower and the Charter Authorizer, for the periods set forth therein, together with Borrower's application for the School Charter, and renewals thereof and all exhibits, addenda and schedules attached to or incorporated into the School Charter, as the same may otherwise be amended, restated, supplemented, modified, extended.

Security Agreement means that certain Security Agreement made by Borrower for the benefit of Lender on the date hereof, pursuant to which Borrower has pledged to Lender substantially all of Borrower's right, title and interest in and to all business assets of Borrower more specifically identified therein, including, without limitation, the Collateral.

TI Loan means that certain loan in the original principal amount of \$1,400,000 made by Lender to Borrower pursuant to a certain Loan Agreement and other documents evidencing and securing such loan, dated as of June 19, 2019, and used to construct certain tenant improvements in the School.

UCC means the Uniform Commercial Code as the same may from time to time be in effect in the State of California, or of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

1.2 Interpretation. Unless the context of this Agreement or other Loan Documents otherwise clearly require, reference to the plural include the singular and the singular the plural. The word "Borrower" shall mean "each Borrower and its successors and assigns;" the word "Lender" shall mean "Lender or any subsequent holder of the Note"; the word "Note" shall mean "the Note or other evidence of Obligations secured by the Collateral and the other Loan Documents;" and the terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to." Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. All references to dollar amounts shall mean amounts in lawful money of the United States of America. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with GAAP as in effect on the date of this Agreement. Article, Section and Subsection references are to this Agreement unless otherwise specified.

II. LOAN TRANSACTION.

2.1 Terms of Loan.

2.1.1 Subject to the terms and conditions contained in this Agreement, on the Closing Date and thereafter, Lender agrees to make revolving credit loans, which shall together constitute the Loan, in the maximum aggregate principal amount at any one time outstanding of Five Hundred Thousand Dollars (\$500,000.00), or so much thereof as shall be advanced

or re-advanced by Lender; provided, however, that the amount of credit available to Borrower at any time during the term of the Loan (the “**Maximum Available Loan Amount**”) shall be determined by Lender based on the then applicable Borrowing Base Calculation and shall in no event exceed the Maximum Aggregate Principal Amount. If at any time and for any reason, the amount outstanding on the Loan exceeds the Maximum Available Loan Amount, then, within thirty (30) calendar days after Lender or Borrower become aware of such circumstance, Borrower shall make a repayment to Lender in an amount necessary to bring the principal balance outstanding under the Loan to at or below the Maximum Available Loan Amount. Borrower shall request Advances of Loan Proceeds pursuant to Borrowing Requests submitted to and approved by Lender, provided that (i) the aggregate principal amount at any one time outstanding shall not exceed the Maximum Available Loan Amount, (ii) Borrower shall have provided to Lender a written Borrowing Request for each Advance at least ten (10) Business Days prior to the date on which Borrower has designated to receive such Advance, (iii) the amount of each such Advance shall not be less than Fifty Thousand Dollars (\$50,000.00), and (iv) Borrower shall not submit Borrowing Requests more often than once in any thirty (30) day period.

2.1.2 The Borrowing Base Calculation applicable to any Advance shall be determined by Lender based on the then current Annual Receivables Report. For purposes of determining the Borrowing Base Calculation, Lender’s borrowing base will be the amount that is equal to the aggregate of 70% of Borrower’s aggregate state and federal receivables; rounded to the nearest \$1,000.00, which receivables shall be presented to Lender in the then current Annual Receivables Report provided to Lender pursuant to **Section 4.7.7** below. Data contained in applicable Annual Receivables Reports shall be included in each Borrowing Base Certificate submitted to Lender in connection with any relevant Borrowing Request. Each Borrowing Base Certificate prepared and submitted by Borrower shall be approved by Lender in its commercially reasonable discretion. Lender’s borrowing base shall be re-calculated every fiscal year using the most recent Annual Receivables Report.

2.1.3 Within thirty (30) days following the end of each fiscal year of Borrower, Borrower shall pay to Lender an annual “unused line fee” equal to thirty-five basis points (0.35%) of the difference, if positive, between (i) the Maximum Aggregate Principal Amount specified in **Section 2.1.1** above and (ii) the average daily aggregate amount outstanding during the immediately preceding fiscal year or portion thereof.

2.1.4 Borrower shall cause the principal balance of the Loan to be paid down and remain at zero for a period of at least thirty (30) successive days at least one time during the term of the Loan, and during any one-year extension of the Loan pursuant to **Section 2.1.5** below.

2.1.5 Borrower, with Lender’s consent, shall have the right to extend the Maturity Date until November 1, 2023. In order to exercise such right, Borrower shall execute and deliver to Lender, no later than September 1, 2023, a Maturity Extension Amendment in the form attached hereto as **Exhibit C**. Provided that Lender agrees, in its reasonable discretion, to the extension being sought by Borrower, and provided that no Event of Default then exists hereunder, then, on or prior to September 1, 2023, Lender shall counter-sign the Maturity Extension Amendment and return a fully executed copy of same to Borrower, in which event the Maturity Date shall be extended until November 1, 2024. For such extension of the Maturity Date, the Maturity Extension Amendment submitted by Borrower to Lender shall be accompanied by an origination fee equal to one percent (1.00%) of the then Maximum Aggregate Principal Amount of the Loan.

2.1.6 Borrower’s obligation to repay the Loan shall be evidenced by the Note and secured by the security interests created and granted to Lender in the Security Agreement, which encumber Borrower’s ownership or leasehold interests in the Collateral. All sums advanced in connection with the Loan shall be deemed to be advanced under the Note and Lender is hereby authorized by Borrower to: (i) endorse on the Note the amount of each payment by Borrower of principal and interest; or (ii) enter the amount of such payment in Lender’s records, including, if applicable, Lender’s computer records, which endorsement or entry shall, in the absence of manifest error, be prima facie evidence of the outstanding balance of the Loan; provided, however, that the failure to make such endorsement or entry with respect to any payment shall not limit or otherwise affect the Obligations.

2.1.7 The Loan Proceeds shall be used solely to provide working capital to Borrower, as well as all ancillary uses related thereto, and to pay all closing costs, legal fees and any other financing costs related to the Loan approved by Lender. The Loan Proceeds shall not be used by Borrower to carry on propaganda or otherwise attempt to influence legislation, or to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office within the meaning of Section 501(c)(3), 170(c)(2)(D), or 4945(d)(1) of the Code, or to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code, or for the personal benefit of any officers, directors, or employees of Borrower.

2.2 Conditions to Making the Loan. Lender's obligation to make the Loan is conditioned upon Borrower's satisfaction of all of the following conditions precedent, each of which shall be in form and substance satisfactory to Lender in its sole and absolute discretion.

2.2.1 Documents. Lender shall have received all of the following instruments, information and documents, in form, content and execution acceptable to Lender:

(a) **Loan Documents.** The following Loan Documents:

- (i) this Agreement;
- (ii) the Note;
- (iii) the Security Agreement;
- (iv) the Financing Statement; and
- (v) any other Loan Documents reasonably required by Lender to be executed.

(b) **Third-Party Consents.** All consents and approvals reasonably required by Lender to be executed by any and all parties to contracts, agreements, entitlements and other arrangements assigned to Lender.

(c) **Intentionally Omitted.**

(d) **Organizational Documents.** Copies of all organizational documents of Borrower, which shall include Borrower's operating agreement, articles of organization, bylaws, articles of incorporation, certificate of limited partnership, partnership agreement and any amendments thereto filed with the Secretary of State of the State of California (the "Secretary"), as applicable, and respective constituent entities; a copy of Borrower's certificate of good standing in the State of California; all in form and content acceptable to Lender, accompanied by such Secretary of State certifications as Lender may reasonably require.

(e) **Authorization.** A certificate of an authorized officer as to organizational, authority and incumbency matters, evidencing, among other things, resolutions of Borrower duly authorizing the Loan and the placement of a lien on the assets of Borrower in order to secure the Loan, and such other resolutions, authorizations, documents and instruments as Lender may reasonably require as evidence of Borrower's authority to transact business and to enter into the transactions contemplated hereby.

(f) **Tax Status.** A copy of the letter issued by the Internal Revenue Service evidencing Borrower's status as a charitable, tax-exempt organization.

(g) **Lien Searches.** Receipt of such UCC, judgment, bankruptcy, pending litigation, tax and special searches on Borrower and the Collateral, as Lender reasonably may deem appropriate, which shall show the absence of any adverse interests or encumbrances.

(h) **Financial Statements.** Borrower's, true, correct and complete prepared audited financial statements for the period ending June 30, 2021 and true, correct and complete company prepared financial statements for the period ending April 30, 2022.

(i) **Underwriting Materials.** All information and due diligence materials reasonably requested by Lender in connection with its underwriting process. The information and materials provided to Lender shall be true and complete in all respects as of the date furnished and on the Closing Date.

(j) **Insurance.** Evidence that all Required Insurance has been placed (and remains in force) on the Collateral encumbered in connection with the Loan, in an amount required by Lender in its sole discretion.

(k) **School Charter and Operating Documents.** All documents, agreements and certifications relating to the operation of the School, each in a form acceptable to Lender, including without limitation (1) the School Charter for the School, (2) evidence that the School Charter is in effect and otherwise in good standing, and (3) evidence

of compliance with all applicable Charter School Requirements.

(l) **Miscellaneous.** Such other agreements, statements, papers and documents as may be required by this Agreement or as Lender may otherwise reasonably require.

(m) **Other Documents.** Any subordination, assignments or other agreements reasonably required by Lender and requested from Borrower in writing.

2.2.2 UCC-1 Financing Statement. The Financing Statement shall have been duly filed, before or concurrently with the closing of the Loan.

2.2.3 Loan Fee and Loan Expenses. Any fees associated with the Loan, document preparation fees, and all then-outstanding expenses related to the Loan, including recording fees, UCC filing and search fees, plus all other costs and charges associated with the closing of the Loan, including, without limitation, a commitment fee payable to Lender in the amount of Five Thousand Dollars (\$5,000) the “**Commitment Fee**”, and the fees and expenses of Lender’s in-house attorneys’ fees in the aggregate amount of Five Thousand Dollars (\$5,000), shall have been paid by Borrower or otherwise provided for (less any portion of such fees that Borrower has already paid to Lender).

2.2.4 No Material Adverse Change. There shall have occurred no material adverse change in the financial condition or operations of Borrower since the date of Borrower’s most recent financial statements submitted to Lender.

2.2.5 No Default. Borrower shall have complied with all reasonable and/or customary requirements of Lender.

2.2.6 Eligible Borrower. Borrower shall have furnished sufficient information for Lender to verify that Borrower is an “eligible borrower” under the National Consumer Cooperative Bank Act, as amended, at 12 U.S.C. Section 3001 et seq., in accordance with Lender’s policies.

2.2.7 Representations and Warranties. The representations and warranties contained herein and in each written document executed and delivered by Borrower to Lender in connection with this Agreement shall be true and correct in all material respects to the same extent as though made on and as of such date.

2.3 Change of Law. Notwithstanding any other provision herein, if after the date of this Agreement any change in applicable law or regulation or in the interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof (whether or not having the force of law) shall change the basis of taxation (including without limitation the imposition of any stamp tax or transaction tax) of payments to Lender of the principal of or interest on the Loan made or any fees or other amounts payable hereunder (other than changes in respect of taxes imposed on the income of Lender by the jurisdiction in which Lender is organized or has its principal office or is operating or doing business or, in either case, by any political subdivision or taxing authority therein), or shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of or credit extended by Lender or shall impose on Lender or the interbank Eurodollar market any other condition affecting this Agreement or the Loan, and the result of any of the foregoing shall be to increase the cost to Lender of making or maintaining the Loan or to reduce the amount of any sum received or receivable by Lender hereunder (whether of principal, interest or otherwise) by an amount deemed by Lender to be material, then Borrower will pay to Lender such additional amount or amounts as will compensate Lender for such additional costs incurred or reduction suffered. Lender will notify Borrower in writing that Lender is entitled to compensation pursuant to this **Section 2.3** as promptly as practicable after it determines to request such compensation.

2.4 Failure to Close Loan. Notwithstanding anything herein to the contrary, if the Loan has not funded and the Financing Statement has not been filed in the Official Records of the Secretary by August 31, 2022 or such later date as the parties may otherwise agree because Borrower has failed to satisfy all such conditions, Lender may at its option terminate this Agreement, in which event Borrower shall pay to Lender an amount sufficient to pay all reasonable out-of-pocket expenses incurred by Lender arising from or relating to this Agreement, including without limitation, the fees and costs of Lender’s attorneys.

III. REPRESENTATIONS AND WARRANTIES.

In order to induce Lender to enter into this Agreement and to make the Loan, Borrower represents and warrants to Lender, as of the date of this Agreement, the date of any renewal, extension or modification of the Loan, and at all times any Obligations exist:

3.1 Organization; Power and Authority; Ownership. Borrower is a nonprofit public benefit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under the laws of the State of California. Borrower is qualified to do business under the laws of all jurisdictions in which the nature of its business or the location of any of its properties requires qualification. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains its principal office as provided in the preamble to this Agreement. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization, any change in Borrower's name or any change in the location of its principal office., rules, ordinances, statutes, orders and decrees of any Governmental Authority or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

3.2 Nonprofit Status. Borrower is an organization described in §501(c)(3) of the Code and has received a determination letter from the Internal Revenue Service to such effect. Borrower has not directly or indirectly, engaged in any transaction or activity that could cause its tax exemption to be revoked for any year, including the current year and no such transaction or activity, including the activities contemplated by this Agreement, is presently contemplated or under consideration. The transactions contemplated in this Agreement are within the scope of, in furtherance of, and do not conflict with, Borrower's exempt purposes as set forth in its organizational documents.

3.3 Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower and the names of the, School, the following is a complete list of all assumed business names under which Borrower does business: None.

3.4 Performance. The execution, delivery and performance by Borrower of each of the Loan Documents to which it is a party, consummation of the transactions contemplated thereby, and compliance with the provisions thereof have been duly authorized by all necessary action by Borrower and do not and will not: (i) require any consent or approval which has not been obtained; (ii) contravene Borrower's charter, bylaws, operating agreement or partnership agreement, as applicable; (iii) violate or cause Borrower to default under any provision of any law, rule, regulation (including, without limitation, Regulation U of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Borrower; (iv) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which Borrower is a party or by which Borrower or its properties may be bound or affected; or (v) result in, or require, the creation or imposition of any Lien, upon or with respect to any of the properties now owned or hereafter acquired by Borrower (except for Permitted Liens).

3.5 Financial Information. All financial data and financial statements delivered to Lender concerning Borrower, or the Collateral present, in all material respects, a complete and accurate description of the financial condition and the prospects of Borrower or the Collateral, as the case may be, and all material liabilities, fixed or contingent, are fully shown or provided for in such financial statements, and there has been no material adverse change which would affect the financial condition of Borrower, or the Collateral since the date of the most recent such financial data or statements.

3.6 Legal Effect. This Agreement is, and each of the other Loan Documents and any instrument or agreement Borrower is required to give or execute under this Agreement or any other Loan Documents, when delivered, as applicable, will be legal, valid, and binding obligations of Borrower and its successors and assigns, enforceable against Borrower and its successors and assigns in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally.

3.7 Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of the Collateral, free and clear of all security interests, liens or encumbrances, and has not executed any security documents or financing statements relating to the Collateral or any portion thereof. All of the Collateral is titled in Borrower's legal name, and Borrower has not used, filed a financing statement or had a financing statement filed, under any other name for at least the last five (5) years.

3.8 Enforceability of Security Interest. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the UCC, the security interest in the Collateral granted to Lender is enforceable in accordance

with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on such Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

3.9 Perfected Liens. This Agreement together with the Security Agreement creates a valid and continuing security interest in the Collateral and (a) upon completion of the filing of a financing statement with the Secretary (with respect to any Collateral in which a security interest may be perfected by filing a financing statement under the UCC), or upon the completion of such other actions as required by applicable law contemplated hereunder as may be necessary to perfect the security interests granted hereunder, as the case may be, will constitute valid perfected security interests in all of the Collateral in favor of Lender, as collateral security for the Obligations and (b) upon completion of the filings or other actions referred to in the foregoing clause (a), as applicable, are prior to all other Liens on the Collateral in existence on the date hereof except for Permitted Liens.

3.10 Insurance. Each insurance policy currently owned or held by Borrower is in full force and effect and satisfies all of the requirements for Required Insurance as set forth herein.

3.11 Interest in Collateral. No Person, party, firm or corporation has (1) any possessory interest (other than Permitted Liens) in Borrower's rights to the Collateral, or (2) an option to purchase all or a substantial portion of the Collateral or an interest therein.

3.12 Fire or other Casualty. The Collateral has not been damaged by fire, water, wind or other cause of loss or any previous damage has been fully restored.

3.13 Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower (including its members and the officers or principals thereof), its properties, or any of the Collateral is pending except as disclosed to Lender, and no other event has occurred that may materially adversely affect the financial condition of Borrower, including without limitation, the operation of its business, the ability of Borrower to perform the Obligations, or the validity or enforceability of any of the Loan Documents.

3.14 Taxes. Borrower has filed all tax returns and reports required to be filed with the United States government or with any state or local government, and has paid in full or made adequate provision on its books for the payment of all taxes, assessments, governmental charges, interest, penalties or deficiencies shown to be due or claimed to be due on or in respect of such tax returns and reports, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

3.15 Bankruptcy, Reorganization or Insolvency. Borrower is not currently: (1) the subject of or a party to any completed or pending proceeding under any Debtor Relief Laws; or (2) the subject of any judgment unsatisfied of record or docketed in any court of the state in which its properties are located or in any court located in the United States.

3.16 Permitted Liens. Except for Permitted Liens, unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any security agreements, or permitted the filing or attachment of any security interests on or affecting the Collateral that would be prior or that may in any way be superior or subordinate to Lender's security interests and rights in and to the Collateral.

3.17 Binding Effect. This Agreement, the Note and all other Loan Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

3.18 Other Agreements. Borrower is not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party, which default may materially and adversely affect the ability of Borrower to operate its businesses as presently contemplated or to perform its obligations under any of the Loan Documents.

3.19 Brokerage Commissions. Borrower has not dealt with any person, firm or corporation who is or may be entitled to any finder's fee, brokerage commission, loan commission or other sum in connection with the Loan.

3.20 Accuracy of Submitted Information; Omissions. All documents, certificates, information, materials and financial statements furnished to Lender pursuant to this Agreement or otherwise in connection with the Loan: (1) are true and correct in all material respects; (2) do not contain any untrue statement of a material fact; and (3) do not omit any material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to Borrower which Borrower has not disclosed to Lender in writing which materially adversely affects, or, so far as Borrower can now foresee, could materially adversely affect, the properties, business, prospects, profits or condition (financial or otherwise) of Borrower or the ability of Borrower to perform its obligations under this Agreement, any other Loan Documents or any Lease.

3.21 Foreign Person. Borrower is not a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign person as such terms are defined in the Code. The representations and certifications made under this **Section 3.20** are made under penalties of perjury.

3.22 Anti-Terrorism and Anti-Money Laundering. Borrower represents, warrants and agrees as follows:

3.22.1 Neither Borrower nor, to the knowledge of Borrower, any Affiliate of Borrower or their respective officers, directors, brokers or agents has: (i) violated any Anti-Terrorism Laws; (ii) engaged in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of prohibited offenses designated by the Organization for Economic Co-operation and Development’s Financial Action Task Force on Money Laundering; or (iii) is currently the subject of any U.S. sanctions administered by OFAC, the U.S. State Department, the United Nations Security Council (“**Sanctions**”). Neither Borrower nor, to the knowledge of Borrower, any Affiliate of Borrower or their respective officers, directors, brokers or agents is in violation of the PATRIOT Act. Neither Borrower nor any Affiliate of Borrower or their respective officers, directors, brokers or agents that is acting or benefiting in any capacity in connection with the Loan: (a) is a Blocked Person; (b) conducts any business or engages in making or receiving any contribution of goods, services or money to or for the benefit of any Blocked Person; (c) deals in, or otherwise engages in any transaction related to, any property or interests in property blocked pursuant to any Anti-Terrorism Laws; or (d) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Laws.

3.22.2 The representations and warranties set forth in this **Section 3.22** shall be deemed repeated and reaffirmed by Borrower as of each date that Borrower makes a payment to Lender under the Note, this Agreement and the other Loan Documents or receives any payment from Lender. Borrower agrees promptly to notify Lender in writing should Borrower become aware of any change in the information set forth in these representations.

3.23 Charter School Status. The School has been granted “charter school” status under the applicable laws of the State of California. Borrower further represents and warrants that: (i) Borrower has no reason to believe that the School Charter will not be renewed in accordance with and as required by applicable laws of the State of California, (ii) the School Charter to operate the School is in full force and effect; (iii) the School is in material compliance with all applicable terms and provisions of the School Charter and all Charter Requirements and the requirements of the Charter Authorizer relating to the ownership and operation of charter schools generally and the School; (iv) on or prior to the initial funding of any Loan Proceeds, To the extent required by the Charter School Requirements, Borrower has advised the Charter Authorizer of the financing contemplated by this Agreement and any and all other matters for which notice must be given to the Charter Authorizer and/or consent must be obtained from the Charter Authorizer; and (v) the School Charter permits the operation of the School isare presently operated.

3.24 Licenses and Permits. The School has obtained all licenses, permits, franchises and other governmental authorizations necessary for the operation of their respective charter.

3.25 Charter School Requirements. The School is operating as a charter school and has and/or will comply in all material respects with all Charter School Requirements. It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of these obligations have been done, exist and have happened in regular and due time and form as required by law, and that the total indebtedness of Borrower, including these obligations, does not exceed any constitutional or statutory limitation. The execution, delivery and performance of Borrower’s obligations under this Agreement and the other Loan Documents by Borrower, and the transactions and other documents contemplated thereby are authorized under, and do not and will not contravene, the Charter School Requirements.

3.26 School Charter. Borrower has made available to Lender a correct and complete copy of the School Charter (including all amendments, extensions, and renewals thereto and any other written agreements or summaries of oral agreements

with any party thereto). As of the Closing Date, the School Charters are otherwise unmodified and are in full force and effect and no party to the School Charters is in default thereunder.

IV. AFFIRMATIVE COVENANTS

Borrower covenants and agrees with Lender that, unless otherwise consented to in writing by Lender, which consent shall not be unreasonably withheld, conditioned, or delayed, until payment in full of all amounts outstanding under the Loan Documents and satisfaction of all other Obligations of Borrower under the Loan Documents, Borrower shall comply with the following affirmative covenants and shall:

4.1 Performance. Duly and within any applicable cure period pay all sums to be paid to Lender in accordance with the terms and conditions of the Note, this Agreement and the other Loan Documents and perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, the other Loan Documents, and all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender in writing within thirty (30) days of any default or any act, event or condition which, with notice or the passage of time, or both, would constitute a default in connection with any such agreement.

4.2 Notices of Claims and Litigation. Within thirty (30) days inform Lender in writing of (1) any and all material adverse changes in Borrower's financial condition which could reasonably impair Borrower's ability to service the debt or perform its obligations under this Agreement and the Loan Documents, and (2) any and all existing litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower that could materially affect the financial condition of Borrower.

4.3 Maintenance of Existence and Principal Place of Business. (1) maintain its corporate existence and its form of organizational and governance documents previously accepted by Lender, and provide Lender with evidence of the same from time to time upon Lender's written request; (2) furnish to Lender not less than thirty (30) days prior written notice of any contemplated change of its principal place of business or the location where it keeps its books and records with respect to accounts and contracts or any of the Collateral; and (3) maintain its assets in reasonably good order and repair; and (4) maintain its chief executive office and principal place of business in the State of California.

4.4 Maintenance of Collateral. Maintain, keep, and preserve the Collateral in reasonably good working order and condition, ordinary wear and tear excepted. In addition, Borrower shall maintain, keep, and preserve all of its properties (tangible and intangible) necessary or useful in the proper conduct of its business in reasonably good working order and condition, ordinary wear and tear excepted.

4.5 Financial Records. Maintain at all times proper books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times during normal business hours and upon prior written request to Borrower, and in any event not more than once per quarter.

4.6 Governance. Notify Lender in writing of any change in the composition of its management team, and its board of directors, board of managers or similar governance body, within ten (10) days of becoming aware of such change, maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel, and conduct its business affairs in a reasonable and prudent manner.

4.7 Reporting Requirements. At Borrower's expense, furnish Lender with the following:

4.7.1 Notice of Default. Immediately upon the occurrence of a Default or an Event of Default beyond any applicable cure period, a statement of an authorized officer or representative of Borrower describing the details of such Event of Default and any curative action Borrower proposes to take.

4.7.2 Annual Financial Statements. As soon as available, but in no event later than one hundred and twenty (120) days after the end of each fiscal year of Borrower, commencing with Borrower's fiscal year ending June 30, 2022, Borrower shall deliver to Lender (A) financial statements of Borrower ("**Annual Financial Statements**"), including an audit report, a balance sheet, a statement of profit and loss and a cash flow statement, including all accountant notes, for the prior year then ended, audited by an independent certified public accountant satisfactory to Lender, and (B) a certificate (each, an "**Annual Certificate of Performance**") in the form attached hereto as **Exhibit B** and otherwise acceptable to Lender, issued by an authorized officer of Borrower who is active in, and knowledgeable of, the financial operations of Borrower, indicating that: (i) all financial data and financial statements delivered to Lender concerning Borrower present in a complete and accurate

manner the financial condition and operations of Borrower, and all material liabilities, fixed or contingent, are fully shown or provided for in such financial statements; (ii) there has been no change in the business or operations of Borrower, which may adversely affect the financial condition of Borrower; (iii) no default or Event of Default is continuing beyond any applicable cure period under the Loan Documents; (iv) Borrower is in compliance with all affirmative and negative covenants, including Financial Covenants (which certificate shall include reasonable detail to support Borrower's calculation) set forth in the Loan Documents; and (v) all social impact data delivered to Lender concerning Borrower, if such data has been requested by Lender, is accurate and complete. Without limiting the foregoing, Borrower shall also provide to Lender, no later than sixty (60) days after the end of each fiscal year of Borrower, Annual Financial Statements prepared and certified as true and accurate in all material respects by Borrower.

4.7.3 Quarterly Financial Statements. If and to the extent requested by Lender, as soon as available, but in no event later than thirty (30) days after the end of each quarter of each fiscal year of Borrower, Borrower-prepared financial statements of Borrower ("**Quarterly Financial Statements**"), including a balance sheet, a statement of profit and loss and a cash flow statement, for the prior quarter then ended, in reasonable detail and on a basis consistently applied, each prepared by Borrower, and, if requested by Lender, certified as true and correct by the Chief Financial Officer or other authorized officer of Borrower who is active in, and knowledgeable of, the financial condition of Borrower.

4.7.4 Social Impact Data. At Lender's request, report social impact data relating to Borrower's business and operations to Lender.

4.7.5 Annual Operating Budget. As soon as available and in any event within twenty (20) days prior to the beginning of each fiscal year of Borrower, commencing with the fiscal year beginning July 1, 2022, Borrower shall deliver to Lender an annual operating budget for the ensuing fiscal year, approved by the board of directors, board of managers or other governing body of Borrower, which shall include projected revenues and expenses, in such detail and by such categories as may be requested by Lender.

4.7.6 Annual School Report. Within one hundred twenty (120) days after the end of each fiscal year of Borrower, Borrower shall deliver to Lender a report ("**Annual School Report**") prepared by Borrower that will include (i) academic performance of the School for the previous school year, (ii) teacher and student retention rates at the School, and (iii) the School's enrollment for the then current school year as of November 1st.

4.7.7 Accounts Receivable Report. Within sixty (60) days after the end of each fiscal year of Borrower, beginning with the fiscal year ending June 30, 2022, Borrower shall deliver a report (each a "**Annual Receivables Report**") to Lender of all outstanding Accounts Receivable (as defined in GAAP), and which Account Receivables report shall be submitted by Borrower to Lender with a Borrowing Base Certificate, which shall contain the certification by an authorized officer of Borrower that the Accounts Receivables Report transmitted therewith is, to the best knowledge of Borrower, true and correct in all material respects.

4.7.8 Intentionally Omitted.

4.7.9 Monthly Cash Forecast. Within sixty (60) days after the end of each fiscal year of Borrower, commencing with Borrower's fiscal year ending June 30, 2022, Borrower shall deliver to Lender a monthly cash forecast with at least twelve (12) months projected.

4.8 Additional Information. Furnish such additional information and statements regarding Borrower's business, operations and social impact as Lender may reasonably request from time to time. All reports, statements and other information required to be submitted by Borrower shall be in form and substance reasonably satisfactory to Lender in all respects, and all financial reports, statements and information required in this **Article IV** shall be prepared in accordance with GAAP.

4.9 Financial Covenants and Ratios. Borrower shall maintain the following financial covenants and ratios (collectively, the "**Financial Covenants**"), compliance with which shall be determined in accordance with GAAP, tested at the end of each of Borrower's fiscal years, commencing with the fiscal year ending on June 30, 2022:

4.9.1 Lease Coverage Ratio. Borrower shall maintain a Lease Coverage Ratio of not less than 1.15:1.00. The term "**Lease Coverage Ratio**" means Borrower's annual operating EBITDAR (earnings before interest expense, taxes, depreciation, amortization, and rent) divided by the sum of (i) all principal and interest payments made during the year on all

of Borrower's debt, including the Loan (but excluding payments or prepayments of principal of the Loan, and (ii) all annual lease payments;

4.9.2 Leverage Ratio. Borrower shall maintain a Leverage Ratio of Total Liabilities to Tangible Net Worth of not greater than 2.00:1.00; and

4.9.3 Minimum Days Cash on Hand Ratio (15) Borrower shall maintain a minimum Days Cash on Hand Ratio of not less than fifteen (15). "Days Cash on Hand Ratio (15)" means (x) unrestricted operating cash, as of the tested period end date, divided by (y) (i) total operating expenses, plus interest expense, minus depreciation expense and other non-cash expenses for the tested period, divided by (ii) the number of days in the period tested..

4.9.4 Minimum Days Cash on Hand Ratio (30). Borrower shall maintain a minimum Days Cash on Hand Ratio of not less than thirty (30). "Days Cash on Hand Ratio (30)" means (x) unrestricted operating cash plus the unused availability under the Loan as of the tested period end date, divided by (y) (i) total operating expenses, plus interest expense, minus depreciation expense and other non-cash expenses for the tested period, divided by (ii) the number of days in the period tested.

All computations of the covenants and ratios specified herein shall be certified by Borrower as being true and correct and measured at the end of each of Borrower's fiscal years, which such certification will be included in the Annual Certificate of Performance. Lender reserves the right, in its sole discretion, and at Borrower's expense, to perform an audit of the foregoing Financial Covenants and Borrower shall cooperate with such audit.

4.10 Insurance. Carry and maintain in full force all Required Insurance, including fire and other risk insurance, public liability insurance, and such other insurance as Lender may reasonably require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies reasonably acceptable to Lender. Borrower will deliver to Lender from time to time the certificates of insurance and, upon request of Lender, the policies of insurance, in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loan, Borrower will provide Lender with such Lender's loss payable or other endorsements as Lender may require. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon written request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of the Collateral. Unless Borrower is in default under this Agreement or the other Loan Documents, the cost of such appraisal shall be paid by Lender. All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action and payments which Borrower may receive or to which Borrower may become entitled with respect to any Collateral in the event of any damage or injury to such Collateral shall be paid over to Lender and shall be applied in the sole and absolute discretion of Lender. Any application of such amounts or any portion thereof to any Obligations shall not be construed to cure or waive any default or notice of default hereunder or invalidate any act done pursuant to any such default or notice.

In the event Borrower fails to provide, maintain, keep in force or deliver to Lender the evidence of the Required Insurance, Lender may (but have no obligation to) procure such insurance or single-interest insurance for such risks covering Lender's interest, and Borrower will pay all premiums thereon promptly upon demand by Lender, and until such payment is made by Borrower, the amount advanced by Lender with respect to all such premiums will bear interest at the Default Rate. After the occurrence of an Event of Default, so long as such Event of Default is continuing (unless waived by Lender in its sole discretion), upon request by Lender, Borrower shall deposit with Lender an initial cash reserve in an amount equal to one-half (1/2) of the estimated aggregate annual insurance premiums on all policies of Required Insurance and thereafter continue to deposit with Lender, in monthly installments, an amount equal to one-twelfth (1/12) of the estimated aggregate annual insurance premiums on all policies of Required Insurance. Lender shall timely pay such amounts as may be due thereunder out of the funds so deposited with Lender. If at any time and for any reason the funds deposited with Lender are or will be insufficient to pay such amounts as may be then or subsequently due, Lender shall notify Borrower and Borrower shall immediately deposit an amount equal to such deficiency with Lender. Notwithstanding the foregoing, nothing contained herein will cause Lender to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Lender pursuant to this **Section 4.10**, nor will anything contained herein modify the obligation of Borrower to maintain and

keep the Required Insurance in force at all times. Lender may commingle said reserve with its own funds and Borrower will be entitled to no interest thereon. Upon the occurrence of an Event of Default (unless waived by Lender in its sole discretion), so long as such Event of Default is continuing, Lender may, at any time at Lender's option, apply any sums or amounts in its hands received pursuant to this **Section 4.10** to any Indebtedness or Obligation of Borrower to Lender in such manner and order as Lender may elect, notwithstanding said Indebtedness or the performance of said Obligation may not yet be due according to the terms thereof. The receipt, use or application of any such funds paid by Borrower to Lender hereunder will not be construed to affect the maturity of any Indebtedness or any of the rights or powers of Lender under the terms of the Loan Documents or any of the obligations of Borrower or any guarantor under the Loan Documents.

4.11 Loan Fees, Charges and Expenses. Pay all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any other Loan Document, plus all other reasonable costs and charges associated with the closing of the Loan, whether or not the Loan is closed or funded.

4.12 Taxes, Charges and Liens. Timely file all tax and information returns and pay and discharge when due all of its Indebtedness and obligations, including, without limitation, all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties or interest would attach or accrue, and all lawful claims that, if unpaid, might become a Lien (other than a Permitted Lien) or charge upon any of Borrower's properties, income, or profits; provided, however, (i) Borrower shall have the right to contest any Property Taxes with respect to the Collateral and (ii) Borrower shall have the right to contest all other items so long as such contest: (a) is made in good faith; (b) is diligently prosecuted to completion; (c) shall not materially adversely affect the business operations, assets or condition (financial or otherwise) of Borrower or materially adversely affect Borrower's ability to perform its obligations under the Loan Documents; and (d) shall not materially adversely affect Lender's security interest in or the value of the Collateral. Borrower shall pay all governmental charges or taxes, including interest or penalties, (except income, franchise or other similar taxes imposed on Lender) payable with respect to the existence, execution or delivery of any of the Loan Documents by reason of any existing or future federal, state or local statute.

To the extent that Borrower is required to pay any real property, personal property, school district, public improvement or any similar taxes or charges to any Governmental Authority in connection with the ownership, occupancy or use of the Collateral, then, promptly after the payment of same, Borrower shall submit to Lender a copy of the applicable tax bill and evidence of the payment of same.

4.13 Title. Borrower shall at all times maintain, protect and defend the rights, title and interest of Borrower in the Collateral. Borrower shall at all times protect and defend the rights, title and interest of Lender as secured party and lienor with respect to the Collateral against the claims of all other persons.

4.14 Covenants regarding the Collateral.

4.14.1 Keep, maintain and preserve, and cause others to keep, maintain and preserve, the Collateral and all of Borrower's other properties (tangible and intangible) necessary or useful in the proper conduct of its business in good order, repair and condition at all times while this Agreement remains in effect, and pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance (other than a Permitted Lien) may ever attach to or be filed against the Collateral;

4.14.2 Except in the ordinary course of Borrower's business, keep the Collateral at Borrower's address shown above or at such other locations as are Borrower owns, rents, leases, or uses and of which Lender is aware. Upon Lender's request, deliver to Lender in form satisfactory to Lender a schedule of real properties and personal property and the locations of same relating to Borrower's operations, including without limitation the following: (1) all real property Borrower owns or is purchasing; (2) all real property Borrower is renting or leasing; (3) all storage facilities Borrower owns, rents, leases, or uses; and (4) all other properties where any of the Collateral is or may be located;

4.14.3 Authorize Lender to file a UCC Financing Statement, to perfect Lender's security interest describing the Collateral (A) as all assets of Borrower or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC in such jurisdiction, provided the description of Collateral excludes Borrower's personal property assets that are excluded from the Collateral or (B) as being of an equal or lesser scope or with greater detail. At Lender's request, additionally agree to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Collateral, including, making sure Lender is shown as the first and only security interest holder on the title covering the Collateral; pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs; irrevocably appoint Lender to execute

documents necessary to transfer title if there is a default or Event of Default. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower also ratifies its authorization for Lender to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof;

4.14.4 Without limiting the prohibitions on mergers involving Borrower contained in this Agreement, not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated as of the date hereof without the prior written consent of Lender;

4.14.5 Promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any: (i) change in Borrower's name; (ii) change in Borrower's assumed business name(s); (iii) change in Borrower's principal office address; (iv) change in Borrower's state of organization; or (v) conversion of Borrower to a new or different type of business entity. No change in Borrower's name or state of organization will take effect until after Lender has received notice;

4.14.6 Upon Lender's request, advise Lender of the exact location of all of the Collateral; and

4.14.7 Acknowledge that it is not authorized to file any amendment or termination statement with respect to any financing statement without the prior written consent of Lender and agrees that it will not do so without the prior written consent of Lender, subject to Borrower's rights under Section 9-509(d)(2) of the UCC, or any successor provision of the UCC.

4.15 Further Assurances. At all times defend its interest in the Collateral against all persons and all claims and demands whatsoever, and shall, upon request of Lender: (1) furnish, execute and/or deliver, as appropriate, such further assurance of title, promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and additional documents regarding the Collateral and Lender's security interests therein as Lender or Lender's attorneys may from time to time reasonably request; and (2) do any other act Lender reasonably determines necessary to effectuate the purposes and provisions of this Agreement and the other Loan Documents, or as required by law or otherwise in order to perfect, preserve, maintain or continue the security interests of Lender in the Collateral.

4.16 Inspection. Permit officers, employees or agents of Lender (including any participants in the Loan) at any reasonable time to inspect the Collateral for the Loan wherever located and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records and discuss its business and operations with its officers, employees and representatives, for the purpose of confirming Borrower's compliance with the terms and conditions of the Loan Documents, at such times and intervals as Lender may reasonably request without unnecessary disruption of Borrower's operations. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

4.17 Divestiture of Collateral. Except for dispositions or transfers of personal property with a value of less than \$10,000 occurring in the ordinary course of Borrower's business, no Collateral covered by any security interest granted under the Loan Documents may be abandoned, destroyed, sold, leased, disposed of or otherwise divested by Borrower without the prior written consent of Lender unless Borrower shall concurrently replace such Collateral with similar property of equivalent or greater value on which Lender has a valid lien. Collateral which Borrower destroys or damages without Lender's prior written consent (except as permitted under the Loan Documents) shall not be released from Lender's security interest.

4.18 Compliance with Governmental Requirements. Observe and comply in all material respects with all Legal Requirements and all laws, ordinances, and regulations, rules and orders, now or hereafter in effect, of all governmental authorities applicable to Borrower and its properties, businesses and operations, and to the use of the Collateral.

4.19 Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loan and to perfect the security interest of Lender in the Collateral.

4.20 Permits, Reports, Etc. Keep and maintain in full force and effect all permits and approvals by any Governmental Authority necessary for the ownership, operation and leasing of the Collateral.

4.21 Qualified Borrower. At all times until payment in full of the Note and all interest accrued thereon, maintain Borrower's status as an "eligible borrower", as such term is defined in the National Consumer Cooperative Bank Act, as amended (12 U.S.C. Section 3001 et seq.) and in accordance with the policies of Lender in effect as of the date hereof.

4.22 Compliance with Charter School Requirements. Borrower shall use diligent and commercially reasonable efforts to assure that, at all times during the term of the Loan, Borrower is operating in full compliance with all Charter School Requirements and other applicable laws.

4.23 School Charter. Borrower shall notify Lender in writing of any change in any of the School Charter or in the standing with the Charter Authorizer within ten (10) days of becoming aware of such change. Borrower shall cause the School to be operated pursuant to the School Charters and shall:

4.23.1 promptly perform and/or observe (or cause to be performed and/or observed) all of the covenants and agreements required to be performed and observed by it under the School Charter and do all things necessary to preserve and to keep unimpaired its material rights thereunder;

4.23.2 promptly notify Lender of any default or notice of non-compliance received or delivered in connection with the School Charter; and

4.23.3 promptly deliver to Lender copies of all amendments, extensions, and renewals of the School Charter and any other written agreements or summaries of oral agreements with any party thereto.

4.24 Publicity. Borrower authorizes Lender (and each of its subsidiaries and affiliates) to use, reproduce and distribute Borrower's name, logos, and trademarks (collectively, "**Content**") in advertisements, marketing and promotional materials and in industry publications, annual reports and investor reports of any kind. The Content may be presented in digital, electronic, print, television, film, or radio format. The Content may be combined with photographs of the Collateral, other images, text, graphics, film, audio, audio-visual and other works, and/or with a description of Borrower, Borrower's business and/or the Loan.

4.25 Sanctions/Anti-Money Laundering. Borrower shall not knowingly directly or indirectly use the Loan Proceeds or otherwise make available such proceeds to any Person for the purpose of financing the activities of any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions with the result that Lender would be in violation of Anti-Terrorism Laws. Borrower shall comply with applicable Anti-Terrorism Laws and regulations, and all payments by Borrower to Lender or from Lender to Borrower will only be made in Borrower's name and to and from a bank account of a bank based or incorporated in or formed under the laws of the United States or a bank that is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the U.S. Department of the Treasury, as such regulations may be amended from time to time. Borrower shall provide Lender at any time and from time to time during the term of the Loan with such information as Lender determines to be necessary or appropriate to comply with the Anti-Terrorism Laws and regulations of any applicable jurisdiction, or to respond to requests for information concerning the identity of Borrower, any Person controlling or controlled by Borrower or any Person having a beneficial interest in Borrower, from any governmental authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, or to update such information.

4.26 Compliance with Anti-Terrorism Laws and Anti-Corruption Laws. Borrower is and will remain in full compliance with: (i) all requirements of law applicable to it ensuring that no Person who owns a controlling interest in or otherwise controls Borrower is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by OFAC or any other similar list maintained by OFAC under any authorizing statute, Executive Order or regulation or (B) a Person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any similar Executive Order; and (ii) all U.S. Bank Secrecy Act laws, regulations and government guidance related to compliance therewith, and on the prevention and detection of money laundering violations, in each case as the same are applicable to Borrower. Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by Borrower and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

4.27 Cross Default with TI Loan. Borrower acknowledges and agrees that an Event of Default under this Agreement or any of the other Loan Documents shall constitute an Event of Default under the TI Loan, and any Event of Default under the TI Loan and the documents evidencing and securing the same shall constitute an Event of Default hereunder.

V. NEGATIVE COVENANTS.

Borrower covenants and agrees with Lender that until payment in full of all amounts outstanding under the Loan Documents and satisfaction of all other Obligations, Borrower shall comply with the following negative covenants:

5.1 Other Indebtedness. Without the prior express written consent of Lender, Borrower shall not create, incur, assume, guarantee, permit to exist, or otherwise become directly or indirectly liable for any Indebtedness, except Permitted Indebtedness. Borrower will not dispose, with or without recourse, of any accounts or notes receivable or any sums due or to become due except for fair value in the ordinary course of business.

5.2 Further Encumbrances, Liens, Etc. Other than Permitted Liens specifically contemplated by this Agreement, Borrower shall not: (1) create, incur, assume, or permit to exist any lien upon the Collateral; (2) sell, convey, transfer, lease, assign, pledge or otherwise dispose of the Collateral or any interest it may now or hereafter have in the Collateral except in the ordinary course of business or in connection with the replacement of Collateral with property having equal or greater value, or as otherwise permitted under this Agreement; or (3) do or permit anything to impair the security or value of the Collateral or any of Borrower's real property except in the ordinary course of business. Borrower shall have the right to contest all liens that are not Permitted Liens so long as such contest: (a) is made in good faith; (b) is diligently prosecuted to completion; (c) shall not materially adversely affect the business operations, assets or condition (financial or otherwise) of Borrower or materially adversely affect Borrower's ability to perform its obligations under the Loan Documents; and (d) shall not materially and adversely affect Lender's security interest in or the value of the Collateral or any of Borrower's real property.

5.3 Continuity of Operations. Borrower shall not, without prior written consent of Lender which consent shall not be unreasonably, withheld, conditioned, or delayed: (1) engage in any business activities substantially different than those in which Borrower is presently engaged and activities ancillary thereto, (2) cease operations, liquidate dissolve, or acquire any other entity or change its name, (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise, or (4) suffer or permit any sale, assignment or other change or transfer of legal or beneficial equity interest in Borrower or suffer or permit the issuance, sale, merger, consolidation, transfer, pledge, assignment or disposition of any membership, equity or other direct or indirect ownership interest of Borrower.

5.4 Loans, Acquisitions and Guaranties. Borrower shall not (1) loan, invest in, extend credit or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor, in each case other than in the ordinary course of business.

5.5 Limitation on Contingent Liabilities. Borrower shall not, without the prior written consent of Lender which consent shall not be unreasonably, withheld, conditioned, or delayed: guarantee or otherwise become directly or indirectly responsible (including under an agreement to purchase any obligations, stock, assets, goods or services or to supply or advance any funds, assets, goods or services) for any Indebtedness or other obligation of any person, except: (i) by endorsement, in the ordinary course of collection, of negotiable instruments; or (ii) in the ordinary course of Borrower's business (subject to any limitations set forth in this Agreement).

5.6 Acquisition or Sale of Business; Merger or Consolidation. Borrower shall not, without the prior written consent of Lender: (1) acquire all or substantially all of the assets or business of any other Person; (2) liquidate, dissolve, merge or consolidate with another entity, or begin any proceedings to do so; or (3) except as otherwise specifically permitted pursuant to the terms and conditions of the Loan Documents, sell, lease, assign or transfer any substantial part of its business or assets, or any assets (including in sale-leaseback transactions) unless in the ordinary course of business and the assets included are not necessary for its business as conducted prior to such transfer; provided, however, that Borrower shall be permitted to merge with another charter school entity for the purpose of acquiring such entity's charter(s) to operate charter schools in the State of California, if and provided that: (i) Borrower shall have first obtained the prior written consent of Lender to such merger, which consent shall be given or withheld in Lender's commercially reasonable discretion; (ii) in such transaction, Borrower shall not have assumed or acquired any new or additional contingent or direct liability, and (iii) Borrower shall have provided Lender with all reasonable due diligence material reasonably requested by, and necessary for, Lender to evaluate the financial and legal feasibility of such merger, as the same relates to the Loan and the compliance by Borrower with the provisions of the Loan Agreement.

5.7 Judgments. Borrower shall not suffer or permit any final judgment or order for the payment of money in an aggregate amount exceeding of Ten Thousand and No/100 Dollars (\$10,000.00) against Borrower (for an amount not fully covered by independent third party insurance) to remain unpaid, undischarged, unbonded or undismissed for a period of thirty

(30) days after Borrower's receipt of notice from any party and the expiration of any appeal period provided Borrower pursues such appeal diligently and in good faith.

5.8 Affect Rights of Lender. Borrower shall not at any time do or perform any act or permit any act to be performed that would be contrary to the interests or rights of Lender under any of the Loan Documents.

5.9 Agreements. Borrower shall not enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

5.10 No Management Fees. Borrower shall not pay or permit to be paid any management or other similar fees in connection with the Collateral to any Affiliate of Borrower unless each of the following are satisfied: (i) such management or other fee is at a competitive, market rate as charged by independent third parties for the same type of services rendered; and (ii) such management or other fee is paid only for services actually performed. In addition, any such management fees shall be subordinate to the Loan.

5.11 Payments. Following any Event of Default that is not cured beyond any applicable cure period, Borrower shall not, without Lender's prior written consent, declare or pay any dividends, fees, expenses or other sums, or make any distributions in cash or assets to any equity holder, or other person or entity or enterprise directly or indirectly owned in whole or in part by any equity holder, or make any loan, salary advance or other payment to any equity holder or other entity or enterprise directly or indirectly owned in whole or in part by any equity holder.

5.12 Organizational Documents. Without the prior written consent of Lender, permit the amendment or other modification of Borrower's charter, bylaws, operating agreement or partnership agreement, as applicable, except for immaterial administrative amendments, which do not require Lender's consent.

5.13 Impairment of Collateral. Without the prior written consent of Lender and except for the Permitted Liens, Borrower shall not make any further assignment, pledge or disposition of any of the Collateral, or do or permit anything to impair the security or value of the Collateral.

5.14 Loan Purpose. Borrower shall not use the Loan Proceeds for any purpose not specified in in this Agreement or expressly prohibited by this Agreement.

5.15 Transactions with Affiliates. Borrower shall not enter into any transaction with any Affiliate other than with Lender's prior written consent and upon fair and reasonable terms no less favorable to Borrower than would be obtained in a comparable arm's-length transaction with a Person not an affiliate.

5.16 Change in Control. Without the prior written consent of Lender, which shall not be unreasonably withheld, conditioned or delayed, Borrower shall not suffer or permit any sale, assignment or other change or transfer of legal or equitable control of any of Borrower's real property (whether owned or leased); provided that nothing in this paragraph or in this Agreement shall be deemed to prohibit Borrower from entering into any new leases for school buildings or for any portable or modular school rooms or facilities, after having first obtained the reasonable consent of Lender.

VI. LENDER'S EXPENDITURES; RECOVERY OF ADDITIONAL COSTS.

If any action or proceeding is commenced that Lender reasonably determines would materially and adversely affect Lender's interest in the Collateral or if Borrower fails to comply with or perform any Obligations, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including, discharging or paying all taxes, liens, security interests, encumbrances and other claims at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Obligations and, at Lender's option, will: (a) be payable on demand; (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during the remaining term of the Note; or (c) be treated as a balloon payment which will be due and payable upon maturity of the Note.

VII. RIGHT TO POSSESSION OF COLLATERAL.

Until an Event of Default beyond any applicable cure period, Borrower may have possession of the tangible personal property and beneficial use of the Collateral and may use the Collateral in any lawful manner not inconsistent with this Agreement or the other Loan Documents, provided that Borrower's right to possession and beneficial use shall not apply to any Collateral where the possession thereof by Lender is required by law to perfect Lender's security interests therein. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of such Collateral, absent manifest evidence to the contrary, if Lender takes such action for that purpose as Borrower shall request or as Lender, in Lender's commercially reasonable discretion, shall deem appropriate under the circumstances, but failure to honor any request by Borrower shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Obligations.

VIII. DEFAULT.

8.1 Events of Default. Any of the following events or conditions shall constitute a default under this Agreement and any other Loan Document ("**Event of Default**"):

8.1.1 Payment Default. Borrower fails to make any installment of interest or principal within ten (10) days after the same becomes due hereunder or under any of the other Loan Documents. At all times that installment payments are made by means of regularly scheduled ACH or other electronic or automated means, a payment default shall not have occurred unless and until Borrower shall have failed to make any installment of interest or principal within ten (10) days after Borrower's receipt of written notice that any such installment has not been delivered.

8.1.2 Other Defaults. Other than Section 8.1.1 above, (i) Borrower fails to comply with or to perform any other Obligation, covenant or condition contained in **Sections 4.3, 4.7, 4.9, 4.16, 4.17, 4.22, 4.23, 4.24** and **Article V** of this Agreement and any such failure continues for a period of ten (10) days or (ii) Borrower fails to comply with or to perform any other Obligation, covenant or condition contained in this Agreement or in any of the other Loan Documents or to comply with or to perform any obligation, covenant or condition contained in any other agreement between Lender and Borrower and any such failure continues for a period of thirty (30) days after the earlier of Borrower becoming aware of such failure or notice thereof from Lender to Borrower.

8.1.3 False Statements. Any warranty, representation or statement made in any Loan Document or furnished to Lender by Borrower in any certificate, document, opinion or financial or other statement or on Borrower's behalf under this Agreement or the other Loan Documents at any time is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

8.1.4 Failure to Pay or Perform. Borrower shall: (i) fail to pay any Indebtedness, or any interest or premium thereon, when due after taking into account any applicable grace or cure periods (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise); or (ii) fail to perform or observe any term, covenant, or condition on its part to be performed or observed under any agreement or instrument relating to any such Indebtedness, when required to be performed or observed after taking into account any applicable grace or cure periods, if the effect of such failure to perform or observe is to accelerate, or to permit the acceleration after the giving of notice or passage of time, or both, of the maturity of such Indebtedness, whether or not such failure to perform or observe shall be waived by the holder of such Indebtedness (other than to the extent such failure to perform or observe could not reasonably, materially and adversely affect the ability of Borrower to operate its businesses as presently contemplated, or to perform its obligations under any of the Loan Documents); or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof.

8.1.5 Dissolution, Insolvency, Bankruptcy. Borrower shall fail to, or shall admit in writing its inability to, pay its debts as such debts become due or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of Borrower and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to Borrower or to all or any material part of its property is instituted without the consent of Borrower and continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding.

8.1.6 Defective Collateralization. This Agreement or any of the other Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien in any material portion of the Collateral) at any time and for any reason, or Borrower or any other Person contests in any manner the validity or enforceability of the applicable Loan Document.

8.1.7 Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any of the Collateral. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim that is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

8.1.8 Money Judgment. There is entered against Borrower a final judgment or order for the payment of money in an aggregate amount exceeding Ten Thousand and 00/100 Dollars (\$10,000.00) (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and does not deny coverage) and there is a period of thirty (30) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect.

8.1.9 Enjoined from Operating Business. Borrower shall be enjoined, restrained or in any way prevented by court order from conducting all or a substantial and material part of its business, and such proceeding or injunction shall not be stayed or dismissed within ninety (90) days from the date of entry of such injunction or other form of restriction.

8.1.10 Dissolution of Borrower. Borrower shall dissolve, or any Person shall commence any action or proceeding which seeks as one of its remedies the dissolution of Borrower and such action or proceeding is not dismissed within one hundred twenty (120) days.

8.1.11 Adverse Change. If any (a) material adverse change occurs in the financial condition, operation or management of Borrower, (b) event occurs which has a material adverse effect on the Premises or any Collateral, or (c) event occurs which has a material adverse effect on the rights and remedies of Lender under the Loan Documents, in each case, as determined by the Lender in its sole discretion.

8.1.12 Lender's Entry. If Lender or Lender's agents are not permitted to enter upon and/or inspect the Collateral, or the books and records relating thereto, during normal business hours with at least two (2) business days' advance notice.

8.1.13 Casualty. If the Collateral, in the sole judgment of Lender, shall be materially injured or destroyed by fire or other casualty or a taking shall have occurred such that Lender reasonably determines that the Collateral cannot be repaired or replaced within a reasonable period, or that the Loan Proceeds not yet advanced (plus any insurance proceeds payable as a result of such fire or casualty and all amounts paid to Lender by Borrower pursuant to the terms hereof, excluding amounts paid as interest on the Note) are insufficient to repair or replace the Collateral and pay all expenses in connection therewith.

8.1.14 Tax Exempt Status. If Borrower loses its tax exempt status.

IX. REMEDIES.

9.1 Remedies. Upon the occurrence of any Event of Default beyond any applicable cure period, Lender may, at its option: (i) declare all sums of interest and principal remaining outstanding on the Loan and all other sums outstanding under or in respect of this Agreement or any other Loan Document to be immediately due and payable, without notice of default, presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower; (ii) exercise any additional right or remedy which Lender may have under this Agreement or any other Loan Document; and (iii) exercise any additional right or remedy which Lender may have at law or in equity. Notwithstanding anything to the contrary in the preceding sentence, if an Event of Default described in **Section 8.1.6** above shall occur, all sums of interest and principal remaining outstanding on the Loan and all other sums outstanding under or in respect of any Loan Document shall be deemed

automatically and immediately due and payable, without any declaration or other determination by Lender and without notice of default, presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower.

9.2 Borrower's Obligation to Give Notice of Event of Default. Borrower shall give written notice to Lender of the occurrence of any Event of Default or the existence of any event which would, with the passage of time or giving of notice or both, constitute an Event of Default hereunder immediately after discovery of any such event.

9.3 All Rights and Remedies. Lender shall have all the rights and remedies provided in the other Loan Documents or available at law, in equity, or otherwise.

9.4 Default Rate. After maturity of the Loan by acceleration or otherwise, Borrower shall pay interest at the Default Rate.

9.5 Lender's Cure Rights. Lender shall have the right (but shall have no obligation) at any time to take in its name or in the name of Borrower such action as Lender determines is necessary or advisable to cure any default that continues beyond any applicable cure period to protect the rights of Borrower or Lender thereunder, or to receive and satisfy the requirements thereof. Lender shall incur no liability if any action so taken shall prove to be inadequate or invalid, and Borrower hereby indemnifies, holds harmless and agrees to defend Lender from and against any loss, cost, liability or expense (including attorneys' fees and expenses) incurred in connection with any such action which is not the result of Lender's gross negligence or willful misconduct. Lender may advance funds for any of the purposes described in this **Section 9.5**, and such advances, even if in excess of the amount of the Loan, shall be payable to Lender on demand and shall be secured by the Loan Documents.

9.6 Remedies are Cumulative. All remedies provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided by law, including banker's lien and right of offset. The exercise of any right or remedy by Lender hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any notice of default or prejudice Lender in the exercise of any of its rights hereunder or under the Loan Documents, unless in the exercise of said rights, Lender realizes all amounts owed under the Note, the other Loan Documents and hereunder.

9.7 Right of Contest. Borrower shall have the right to contest in good faith any claim, demand, levy or assessment, the assertion of which would constitute an Event of Default hereunder. Any such contests shall be prosecuted diligently and in a manner which does not prejudice Lender hereunder. Upon written demand by Lender, Borrower shall make suitable provisions by deposit of funds or by bond satisfactory to Lender for the possibility that the contest will be unsuccessful. Such provision shall be made within ten (10) Business Days after written demand therefor and if made by deposit of funds, the amount so deposited shall be disbursed in accordance with the resolution of the contest either to Borrower or the adverse claimant.

9.8 Waiver of Certain Laws. To the extent permitted by applicable law, Borrower hereby agrees to waive and does hereby absolutely and irrevocably waive and relinquish the benefit and advantage of the doctrine of marshalling, any non-judicial valuation, stay, appraisal, extension or right to a judicial hearing prior to foreclosure, pursuant to statute and case made and provided, now existing or which may hereafter exist, which but for this provision, might be applicable to any sale made under the judgment, order or decree or any court, or otherwise, based on any promissory note or Loan Documents contemplated hereby or on any claim for interest on the promissory note or on any security interest contemplated by this Agreement.

9.9 Receiver. Upon the occurrence of an Event of Default beyond any applicable cure period, Lender shall be entitled without notice or contest and completely without regard to the adequacy of any security for the debt to the appointment of a receiver of the Collateral and of the rents and profits derived therefrom. This appointment shall be in addition to any other rights, relief or remedies afforded Lender. Such receiver, in addition to any other rights to which it shall be entitled, may exercise the rights granted herein to Lender under this **Article IX**, and shall be authorized to sell, foreclose or complete foreclosure on all mortgages and security interests contemplated by this Agreement for the benefit of Lender pursuant to provisions of applicable real property law and the UCC. In the event of any deficiency, Borrower shall remain liable therefor.

9.10 Additional Remedies. Lender shall have all rights and remedies of a secured party under the UCC, including without limitation, the right without demand or notice to Borrower, to collect, receive or take possession of the Collateral or any part thereof. Borrower shall be liable for, and shall pay on demand, all expenses of retaking, holding, preparing for sale, sale, or the like, and all reasonable attorneys' fees and other expenses incurred by Lender in connection with the exercise of this remedy.

9.11 Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude the pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies. Lender shall have full recourse to the assets of Borrower in the enforcement of the Loan.

X. WAIVER OF JURY TRIAL.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. BORROWER AND LENDER EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS **ARTICLE X** AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. **THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. A COPY OF THIS ARTICLE X MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF THE RIGHT TO TRIAL BY JURY AND CONSENT TO TRIAL BY COURT. THIS ARTICLE X MAY NOT BE AMENDED, MODIFIED, TERMINATED OR WAIVED EXCEPT BY A WRITING WHICH MAKES SPECIFIC REFERENCE TO THIS ARTICLE X.**

IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(1) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH 2 BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1.

(2) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF), (C) APPOINTMENT OF A RECEIVER AND (D) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN THE FOREGOING CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT.

(3) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(4) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A

COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(5) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

XI. WAIVER OF RIGHT OF OFFSET.

Borrower hereby acknowledges and agrees that no portion of the Indebtedness evidenced by the Note or any other Obligations payable by Borrower pursuant to any of the Loan Documents shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated which Borrower or any Affiliate thereof has, may have or claim to have against Lender. In connection with the foregoing, Borrower hereby waives, to the fullest extent permitted by applicable law, the benefits of California Code of Civil Procedure Section 431.70.

XII. RELATIONSHIP OF PARTIES.

Neither this Agreement nor any of the other Loan Documents is intended to create any relationship between (a) Lender and (b) Borrower, except as specifically stated herein or in the other Loan Documents, and Lender does not assume and shall not have a fiduciary duty to Borrower.

XIII. PROCESS SERVICE.

All parties hereto agree that process may be served upon any party hereto by hand delivery, by certified or registered mail, return receipt requested or by overnight courier that provides written confirmation of receipt, directed to such party at the address(es) listed in Section 17.1.9, as the same may be updated in writing by either party from time to time in accordance with this Agreement, and each party waives any defense of insufficiency of service with respect to process so served.

XIV. INTENTIONALLY OMITTED.

XV. INDEMNIFICATION.

Borrower hereby indemnifies, defends, and holds Lender, its Affiliates, and their officers, directors, trustees, members, managers and agents (each an "**Indemnified Party**") harmless for, from, and against any and all actual or threatened liabilities, claims, actions, causes of action, judgments, orders, damages (including foreseeable and unforeseeable consequential damages), costs, expenses, fines, penalties, and losses (including sums paid in settlement of claims and all reasonable consultant, expert and legal fees and expenses of the Indemnified Party's counsel), and any resulting damages, harm or injuries to the person or property of any third parties, directly or indirectly arising out of or resulting from: (a) any brokerage commissions or finder's fees claimed by any broker or other party in connection with the transactions contemplated hereby; (b) Borrower's failure to perform any of Borrower's obligations, as and when required by the Loan, this Agreement or any of the other Loan Documents, including, any failure of any representation or warranty of Borrower to be true and correct and any failure of Borrower to satisfy any covenant herein; (c) any claim or cause of action of any kind by any person or entity to the effect that Lender is in any way responsible or liable for any act or omission of Borrower, whether on account of derivative liability or otherwise; (d) any act or omission by Borrower, any of its directors, officers, employees, consultants, representatives or agents, or other person or entity, except Lender or its agents, with respect to the Loan, any of the other Loan Documents, the Collateral; (e) any claim or cause of action of any kind by any person or entity which would have the effect of denying Lender the full benefit or protection of any provision of the Loan, this Agreement or any of the other Loan Documents; (f) any losses, costs, damages or expenses that Lender may incur, directly or indirectly, including attorneys' fees, as a result of or in connection with the assertion against Lender of any claims relating to the presence or removal of any Hazardous Substance on all or any portion of the Collateral, Borrower's other properties, the other Collateral or any adjacent property or any violation of any Environmental Law; (g) the ownership, management, maintenance, operation, marketing, leasing, sale, use or development of,

or improvement to, the Collateral, whether such claims are based on theories of derivative liability, comparative negligence or otherwise; and (h) any failure to satisfy any requirement of any applicable laws, governmental policies or standards, reports, maps, development agreements, or regulatory agreements that apply or pertain to the Collateral; in each case, excepting those arising out of, or resulting, solely from the applicable Indemnified Party's gross negligence or willful misconduct. Notwithstanding anything to the contrary in any other Loan Document, the provisions of this **Article XV** shall survive the termination of this Agreement, repayment of the Loan and foreclosure or sale of the Collateral or security interests of Lender, or similar proceedings.

XVI. TRANSACTION EXPENSES.

16.1 Closing Date. On the Closing Date, Borrower shall pay the out-of-pocket fees payable and other charges incurred by Lender in connection with this Agreement, the transaction contemplated by this Agreement, and the documents entered into in connection therewith, including, without limitation: (a) the Commitment Fee; and (b) the fees and expenses of Lender's in-house attorneys' in the aggregate amount of \$5,000 less any amount previously paid to Lender.

16.2 Other Expenses. Borrower shall pay, on an annual basis within ten (10) Business Days following written notice from Lender of the amount thereof, the annual out-of-pocket fees payable and other charges incurred in connection with servicing, special servicing, asset management, tax returns of Lender and audits of Lender and Lender's reporting obligations; provided, however, that Borrower shall be responsible for paying such fees and charges only to the extent that debt service on the Loan is insufficient to cover such fees and charges.

XVII. MISCELLANEOUS PROVISIONS.

17.1 The following miscellaneous provisions are a part of this Agreement:

17.1.1 Amendments. This Agreement, together with any other Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

17.1.2 Attorneys' Fees; Expenses. Borrower agrees that if Lender hires an attorney to help enforce this Agreement, Borrower shall pay, subject to any limits under applicable law, Lender's reasonable attorneys' fees and all of Lender's other collection expenses, whether or not there is a lawsuit and including additional legal expenses for bankruptcy proceedings.

17.1.3 Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

17.1.4 Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset that it may have now or later against Lender or against any purchaser of a participation interest in the Loan and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

17.1.5 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with the laws of the State of California.

17.1.6 USA PATRIOT Act Notice. Lender hereby notifies Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender, as applicable, to identify Borrower in

accordance with the PATRIOT Act. Borrower shall, promptly following a request by Lender, provide all documentation and other information that Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act.

17.1.7 Preference Payments. To the extent that any payment by or on behalf of Borrower is made to Lender or Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under the Debtor Relief Laws, or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred.

17.1.8 No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender’s right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Borrower, shall constitute a waiver of any of Lender’s rights or of any of Borrower’s obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender, provided however, that in no instance may Lender’s consent be unreasonably withheld, conditioned, or delayed.

17.1.9 Notices. All notices and other communications provided for under this Agreement shall be in writing and shall be personally delivered or sent by first class United States mail, by nationally recognized overnight courier such as Federal Express or DHL, or by telecopy, email or by other means of telecommunication, including email provided that receipt is confirmed, to the following addresses:

to Borrower:

ARISE High School
3301 E. 12th Street, Suite 205
Oakland, CA 94601
Joshua Clark, Business Manager
Email: jclark@edtec.com

If to Lender:

Capital Impact Partners
1400 Crystal Drive, Suite 500
Arlington, Virginia 22202
Attn: Loan Servicing Department
Email: loanservicing@capitalimpact.org

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this **Section 17.1.9**. All such notices and communications shall be deemed received: (i) if personally delivered, upon delivery; (ii) if sent by first class United States mail, following deposit in the mail with first class postage prepaid, upon receipt; (iii) if sent by courier service with next Business Day delivery charges prepaid, upon receipt; and (iv) if sent by telex, telecopy or similar form of telecommunications, upon receipt.

17.1.10 Power of Attorney. Upon an Event of Default beyond any applicable cure period, Borrower hereby appoints Lender as Borrower’s irrevocable attorney-in-fact (the “**Attorney**”) with full power and substitution for the purpose of (A) executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement and any other Loan Document or to demand termination of filings of other secured parties, (B) following any material breach or noncompliance by Borrower with respect to any Loan Document, taking any other action and executing any document or instrument, in the name of Borrower or otherwise, which the Attorney may at any time deem necessary or appropriate in order to protect Lender’s security interests in the Collateral or any part thereof or during the existence of an Event of Default foreclose said security interests in accordance herewith or otherwise fulfill the Obligations of Borrower under the Loan Documents.

Lender may at any time, and without further authorization from Borrower, file a photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Borrower will reimburse Lender upon demand for any costs and expenses, including, without limitation, (Y) attorneys' fees and (Z) all expenses for the perfection and the continuation of the perfection of Lender's security interests in the Collateral, that Lender may incur while acting as Borrower's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. Lender may at any time terminate the appointment of Lender as the Attorney hereunder and designate a successor Attorney hereunder, upon written notice to Borrower of the designation of such successor Attorney. **THE POWER-OF-ATTORNEY GRANTED HEREBY IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

17.1.11 Severability. Any provision of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

17.1.12 Subsidiaries and Affiliates of Borrower. Under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or Affiliates.

17.1.13 Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any of the other Loan Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

17.1.14 Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the other Loan Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Loan Documents. Further, all covenants shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Obligations shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

17.1.15 Time is of the Essence. Time is of the essence in the performance of this Agreement.

17.1.16 Disclosure. Borrower agrees to permit Lender to disclose and publicize Borrower's identity and the amount and purpose of the Loan. Borrower further agrees not to post signs or otherwise identify Lender's participation without Lender's prior written approval.

17.1.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

17.1.18 Entire Agreement. This Agreement, together with the other Loan Documents, constitutes the entire agreement among the parties with respect to the subject matter contained herein and therein, and supersedes any prior agreements or understanding among the parties, whether written or oral.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND BORROWER AGREES TO ITS TERMS.

[Signatures Appear on the Next Page]

IN WITNESS WHEREOF, Borrower and Lender have executed and delivered this Loan Agreement (Line of Credit) as of the Effective Date.

BORROWER:

AROSE HIGH SCHOOL

By: _____
Name:
Title:

LENDER:

CAPITAL IMPACT PARTNERS

By: _____
Shawn Luther
Senior Director and Credit Officer

EXHIBIT A

REQUIRED INSURANCE AS OF CLOSING DATE

- All Policy Certificates & Declarations must be delivered prior to closing.
- Each insurance company must have an “A. M. Best’s” rating of A or better and V financial rating.
- All Policies must contain a waiver of subrogation clause.
- All certificates must include a 30 day cancellation /10 day non-payment clause.
- All certificates must identify Borrower as the Named Insured and include the property address.
- All certificates must list Capital Impact Partners as Loss Payee, as follows:

**Capital Impact Partners
ISAOA, ATIMA
1400 Crystal Drive, Suite 500
Arlington, VA 22202**

LIABILITY INSURANCE REQUIREMENTS

- Must be on Form ACORD 25.
- Commercial General Liability - \$1,000M each occurrence / \$2,000M in the Aggregate.
- Umbrella / Excess Liability - \$3,000M (1-4 story building).
- Auto Liability for Any Auto, Hired Autos, and Non-Owned Autos - \$1,000M.
- Worker’s Compensation - WC Statutory Limits for each occurrence.
- Professional Liability - (Errors & Omissions) - \$3,000M.
- Directors’/Officers’ Liability - (Co-ops only) - \$1,000M each occurrence / \$2,000M in the Aggregate.
- List Capital Impact Partners as Additional Insured with respects to Commercial General Liability.
- Business Loss or Interruption Insurance in amounts and coverage approved by Lender.

EXHIBIT B**FORM OF ANNUAL CERTIFICATE OF PERFORMANCE****ANNUAL CERTIFICATE OF PERFORMANCE**To: Capital Impact Partners (“**Lender**”)From: Arise High School (“**Borrower**”)

Date: _____, 20__

Lender has made a certain loan (the “**Loan**”) to Borrower in the original principal amount of Five Hundred Thousand Dollars (\$500,000) pursuant to a certain Loan Agreement dated as of June __, 2022 (the “**Loan Agreement**”) and evidenced and secured by other instruments and agreements set forth in and required under the Loan Agreement (the Loan Agreement and such other instruments and agreements, the “**Loan Documents**”). All terms used but not defined in this Certificate shall have the meaning ascribed to the same terms in the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Borrower is required to submit to Lender (a) certain Annual Financial Statements, and (b) an Annual Certificate of Performance setting forth and certifying certain information, both as more particularly described in the Loan Agreement. This Certificate constitutes the Annual Certificate of Performance required under the Loan Agreement as of the date written above.

The undersigned, acting for and on behalf of Borrower, hereby certifies, represents and warrants to and for the benefit of Lender as of the date written above, as follows:

1. The undersigned is an officer of Borrower who is active in, and knowledgeable of, the financial operations of Borrower and authorized to execute and deliver this Certificate.

2. All financial data contained in the Annual Financial Statements of Borrower delivered to Lender herewith completely and accurately disclose the financial condition and operations of Borrower, and all material liabilities, fixed or contingent, are fully shown or provided for in such Annual Financial Statements.

3. There has been no change in the business or operations of Borrower, which may adversely affect the financial condition of Borrower.

4. No default or Event of Default has occurred or is continuing under the Loan Documents.

5. All representations and warranties made by Borrower to Lender in the Loan Documents are and remain true, accurate and complete on and as of the date written above.

6. All social impact data delivered to Lender concerning Borrower, if such data has been requested by Lender, is accurate and complete.

7. Borrower is in compliance with all affirmative and negative covenants, including Financial Covenants, set forth in the Loan Documents and has submitted to Lender herewith such information and detail reasonably necessary to support the calculations of Borrower set forth below.

8. The calculations of Borrower attached hereto as **Schedule 1** with respect to the Financial Covenants are true, accurate and complete in all material respects.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate for and on behalf of Borrower as of the date first written above.

BORROWER:

_____, a _____

By: _____

Name:

Title:

EXHIBIT C**FORM OF LOAN MATURITY EXTENSION AMENDMENT****Amendment to Loan Agreement and Promissory Note**

This Amendment to Loan Agreement and Promissory Note (this "Amendment") is made as of _____, 20__ by and between Capital Impact Partners, a non-profit corporation organized under the laws of the District of Columbia at the direction of the United States Congress in 12 U.S.C. 3051 ("Lender"), having an address at 1400 Crystal Drive, Suite 500, Arlington, Virginia 22202, and Arise High School, a California nonprofit public benefit corporation ("Borrower"), having its principal place of business at 3301 E. 12th Street, Suite 205, Oakland, CA 94601, All capitalized terms that are used but not defined herein shall have the meanings ascribed to them in the Loan Agreement (defined below) or the Promissory Note (defined below).

WHEREAS, Lender made a loan to Borrower in the maximum principal amount of \$500,000.00 (the "Loan") which Loan is evidenced by that certain Loan Agreement, dated as of June __, 2022 (the "Loan Agreement"), a certain Promissory Note of even date therewith (the "Promissory Note") and the documents referenced therein (the Loan Agreement, the Promissory Note and such other documents, collectively, the "Loan Documents"); and

WHEREAS, Lender and Borrower have agreed to amend the Loan Agreement and the Promissory Note, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower, intending to be legally bound, hereby agree as follows:

1. Modification.
 - a. Maturity Date. The Maturity (as such term is defined and used in both the Promissory Note and the Loan Agreement) is hereby extended from _____ 1, 20__ to _____ r 1, 20__.
2. Representations and Warranties. Borrower represents and warrants to Lender: (a) Borrower is not in default under the Loan Agreement, the Promissory Note, or any other Loan Document; (b) there does not exist any act, event, or circumstance, which, with the giving of notice or the passage of time or both, would constitute a default under any of the Loan Documents; (c) all representations and warranties set forth in the Loan Agreement are true, accurate and complete; and (d) the officer executing this Amendment has the authority to do so.
3. Effectiveness. The effective date (the "Effective Date") of this Amendment shall be the date on which all of the following conditions are satisfied: (a) this Amendment shall have been executed by both parties hereto; and (b) all fees set forth in, or required to be paid pursuant to, the Loan Agreement in connection with this Amendment shall have been paid in full by Borrower..
4. Miscellaneous. The Loan Agreement and the Promissory Note remain in full force and effect, as amended hereby. The Loan Agreement and the Promissory Note, as amended hereby, are hereby ratified and confirmed by Lender and Borrower. The terms and conditions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. If there is a conflict between the terms of the Loan Agreement or the Promissory Note and the terms of this

Amendment, the terms of this Amendment shall govern. This Amendment shall be effective as of the Effective Date set forth above. This Amendment may be executed in counterparts, each of which shall be deemed an original, but which, together, shall constitute one and the same instrument. A facsimile or email transmission by one party to the other of an executed signature page of this Amendment shall have the same effect as delivery of an original signature page. The transmitting party shall forward the original signature page to the receiving party upon the request of the receiving party. The provisions of the Loan Agreement with respect to governing law, jurisdiction, and agent for service of process are incorporated in this Amendment by reference as if such provisions were set forth herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized officer.

BORROWER:

ARISE HIGH SCHOOL

By: _____
Name:
Title:

LENDER:

CAPITAL IMPACT PARTNERS

By: _____
Shawn Luther
Senior Director and Credit Officer

Cover Sheet

Academic Excellence Committee Update

Section: VII. Academic Excellence Committee Update
Item: A. Academic Excellence Committee Update
Purpose: Discuss
Submitted by:
Related Material: ARISE Board Dashboard Data Reflection.pdf

ARISE Board Dashboard

2021-2022



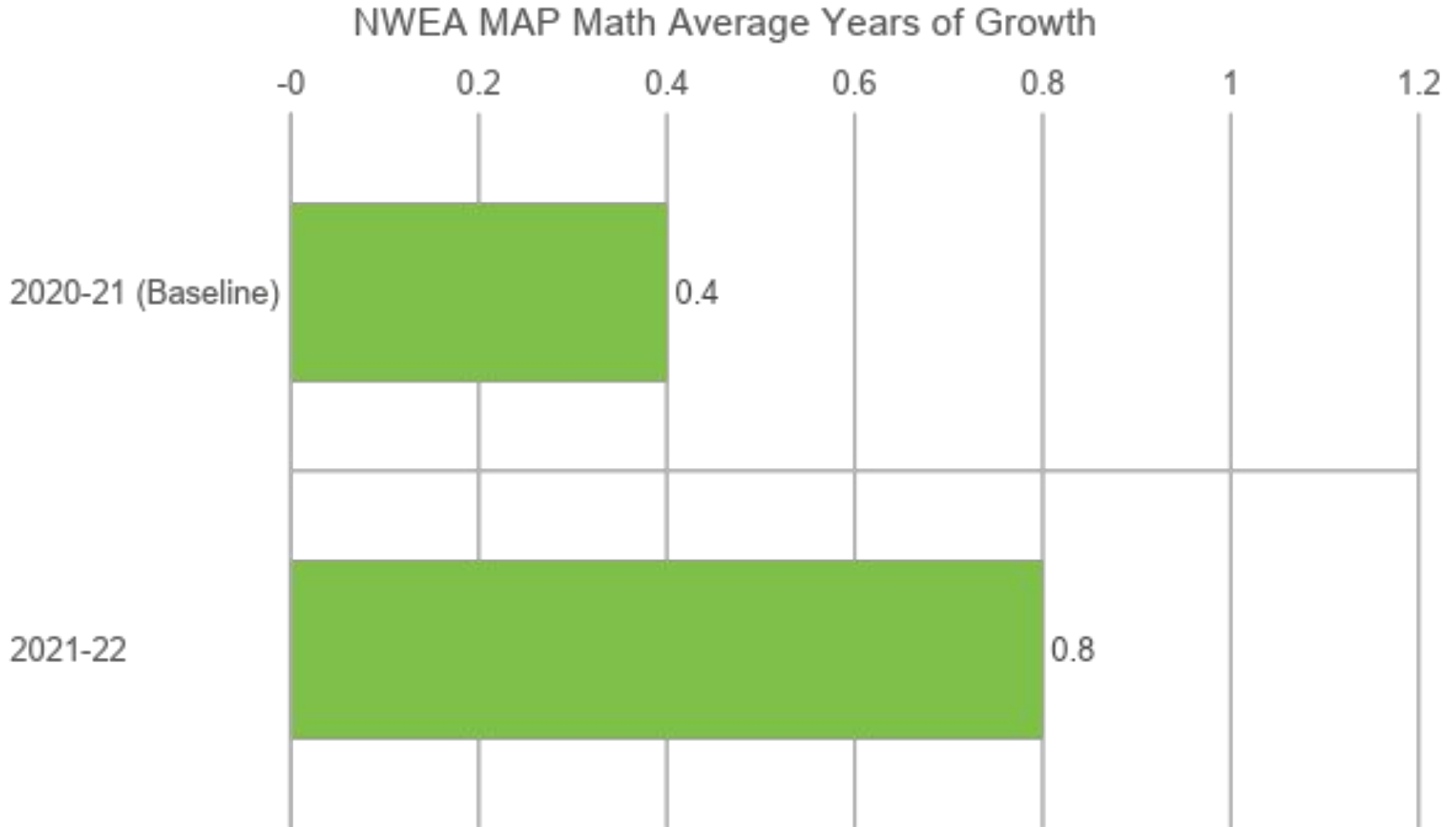
Academic Achievement

NWEA and SBAC



NWEA MAP: Math

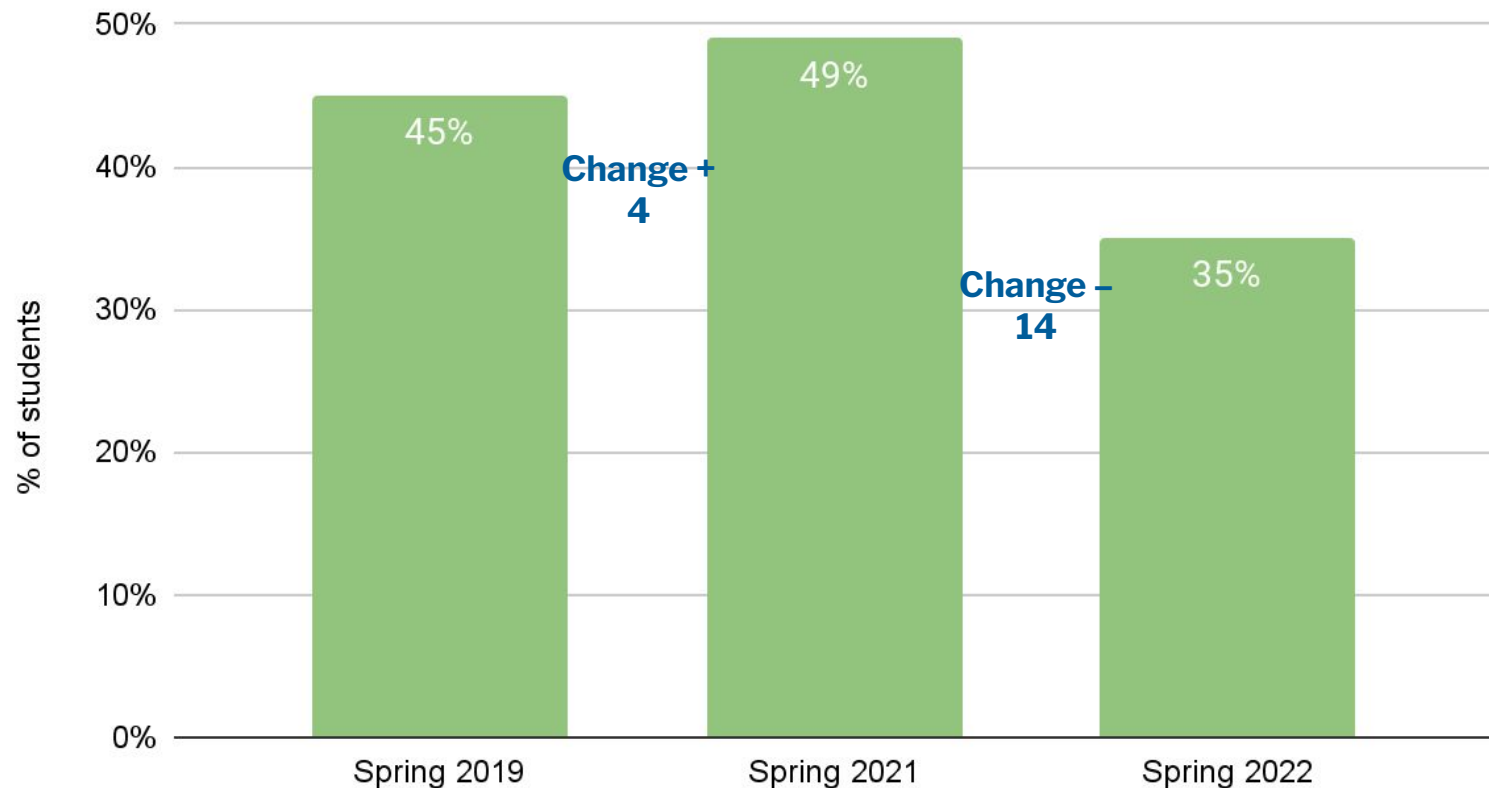
Goal: Average +1.2 years of growth from Fall to Spring



NWEA MAP: Math At Grade Level

Goal: Students reading at “grade level” or higher will increase (measured by NWEA’s “average” percentile or higher)

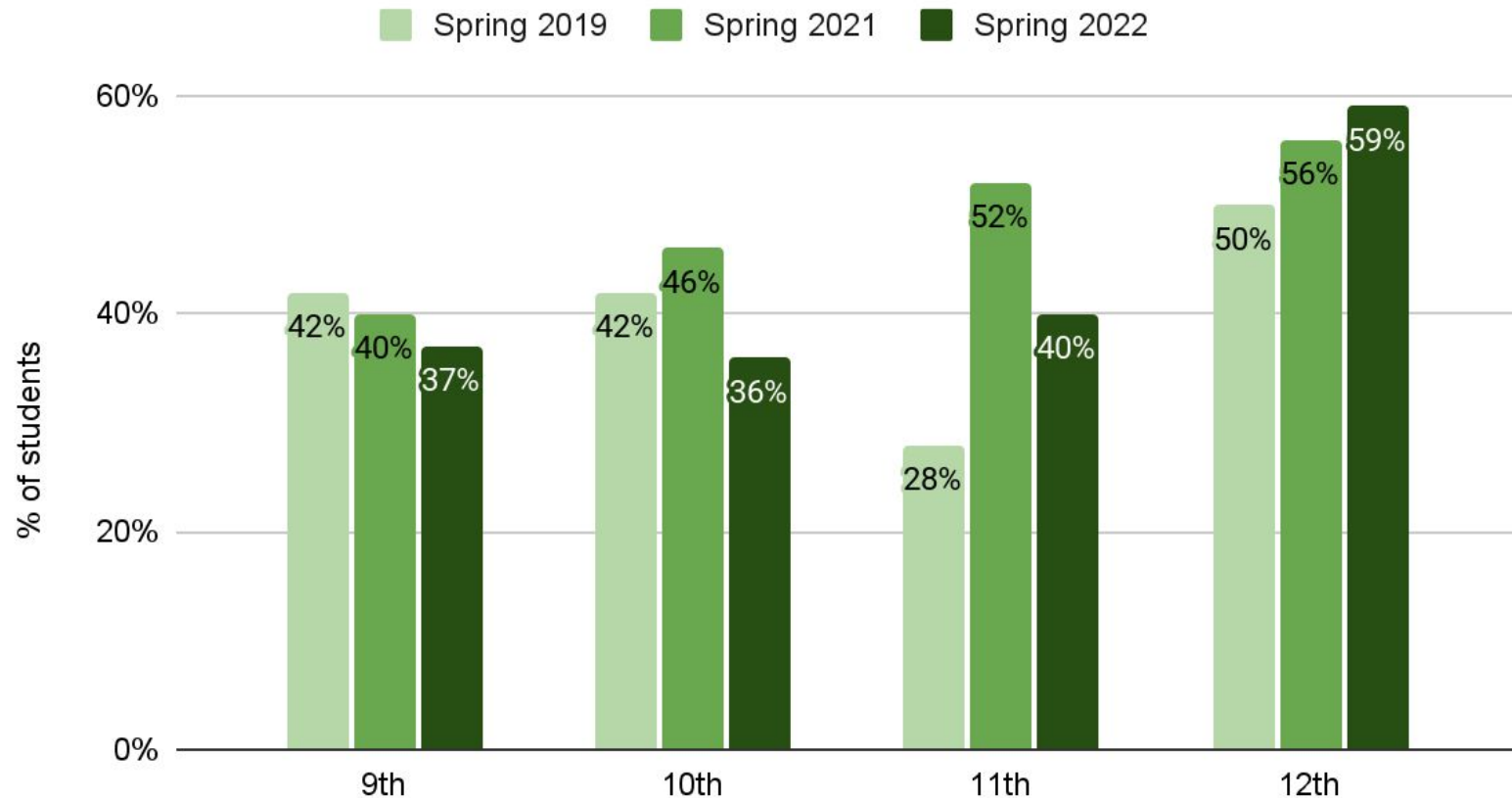
NWEA MAP Math: Students "At Grade Level" or Higher



NWEA MAP: Math Status by Grade Level

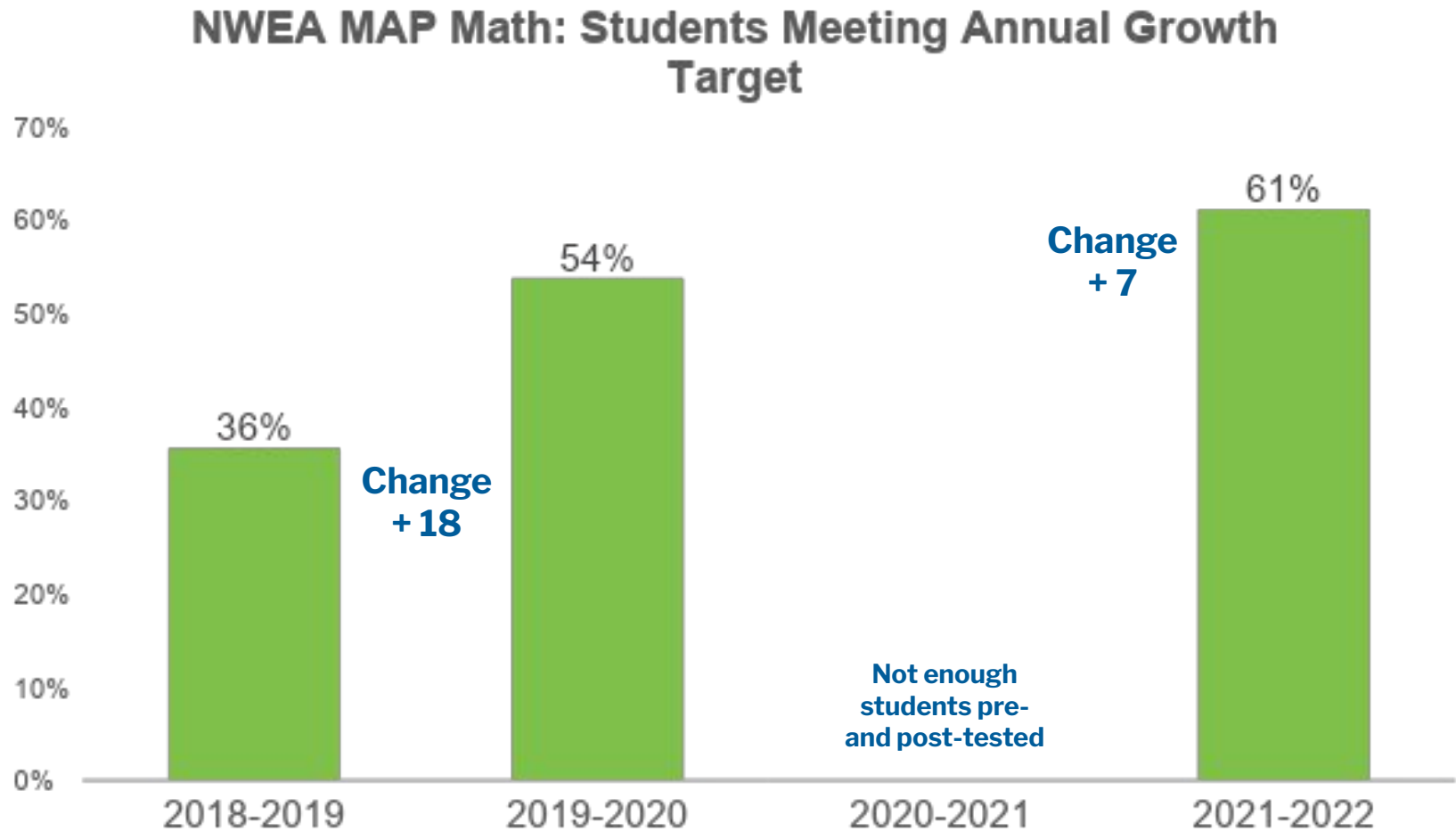
Goal: Students reading at “grade level” or higher will increase for every grade level

NWEA MAP Math: Students "At Grade Level" or Higher



NWEA MAP: Math Growth

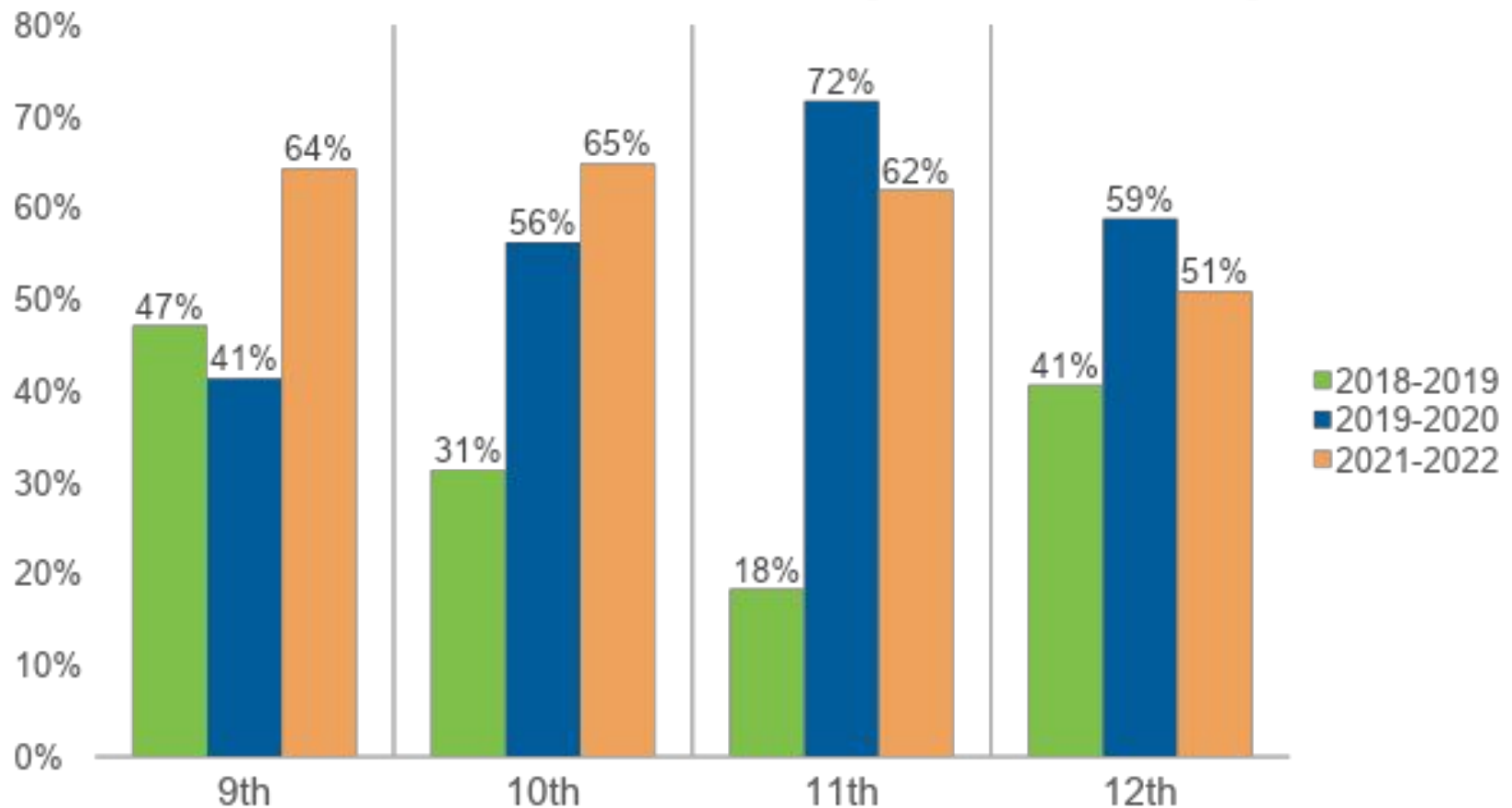
Goal: Students meeting growth target from Fall to Spring will increase



NWEA MAP: Math Growth by Grade Level

Goal: Students meeting growth target from Fall to Spring will increase for every grade level

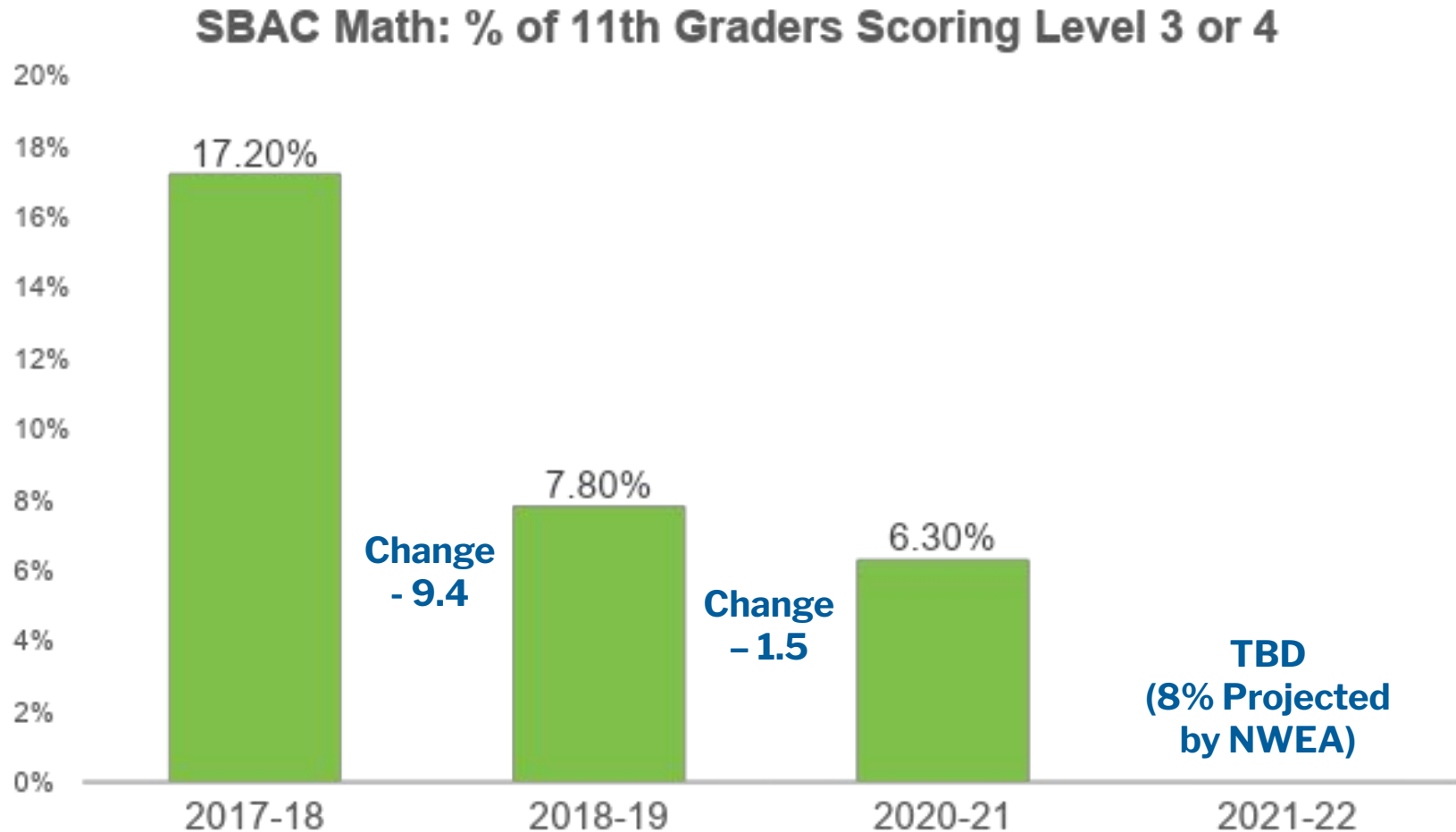
NWEA MAP Math: Students Meeting Annual Growth Target



Smarter Balanced (SBAC): Math

Goal 1: 10% of 11th graders will score an achievement level of 3 or 4

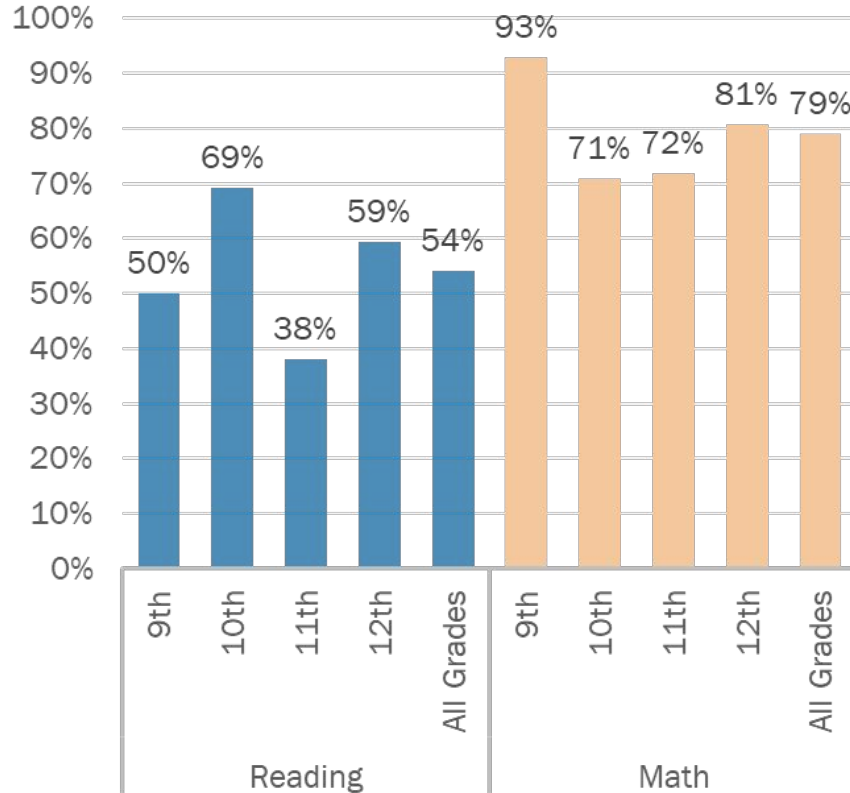
Goal 2: SBAC scores will grow by 5%



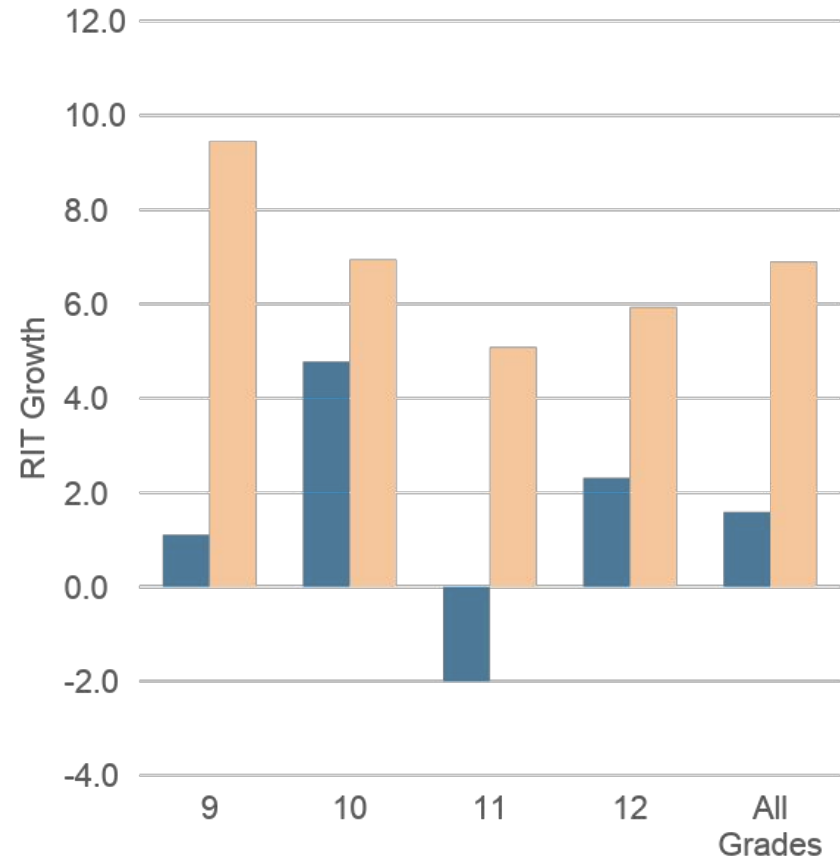
21-22 RIT Score Growth

Vast majority of students in all grades showed growth in Math; most students in grades 9-10 and 12 showed growth in Reading RIT scores

STUDENTS WITH RIT GROWTH FROM FALL TO SPRING



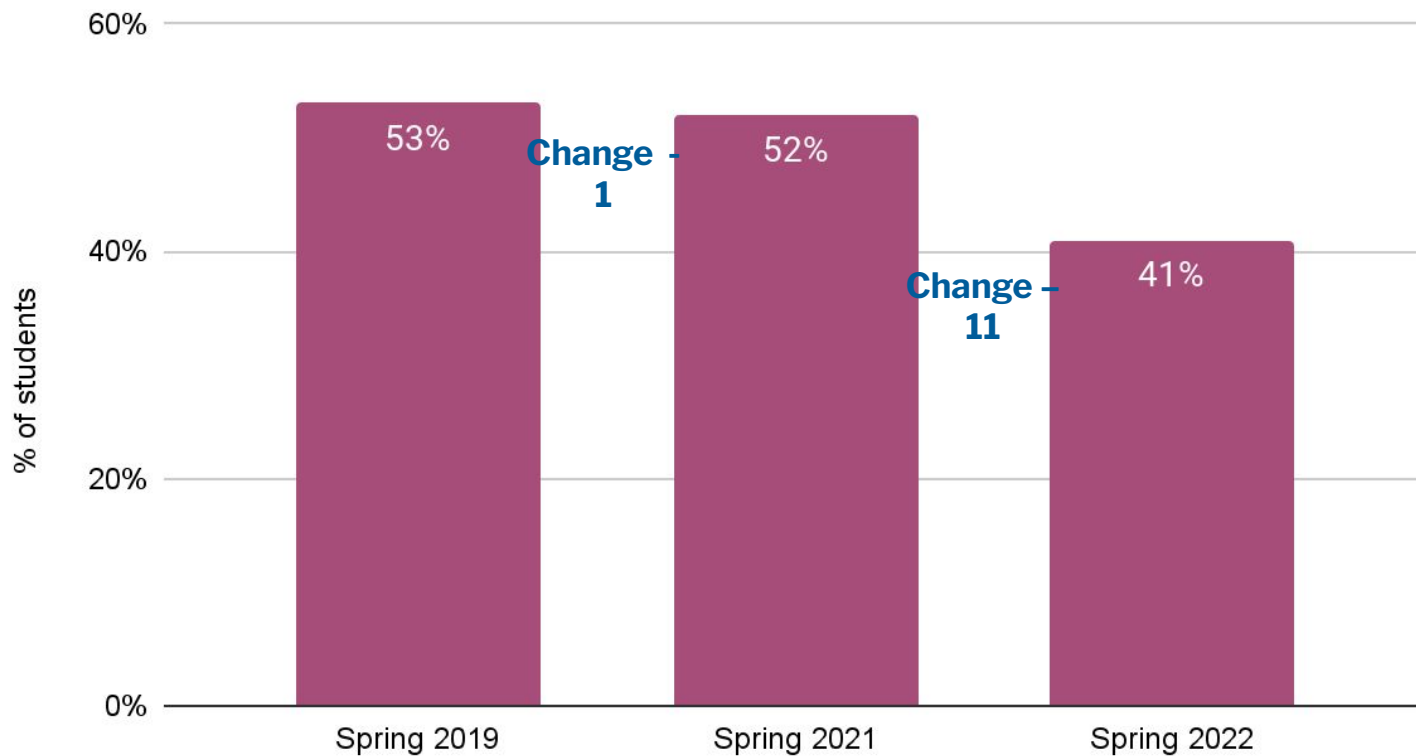
AVERAGE RIT SCORE GROWTH FROM FALL TO SPRING



NWEA MAP: Reading At Grade Level

Goal: Students reading at “grade level” or higher will increase (measured by NWEA’s “average” percentile or higher)

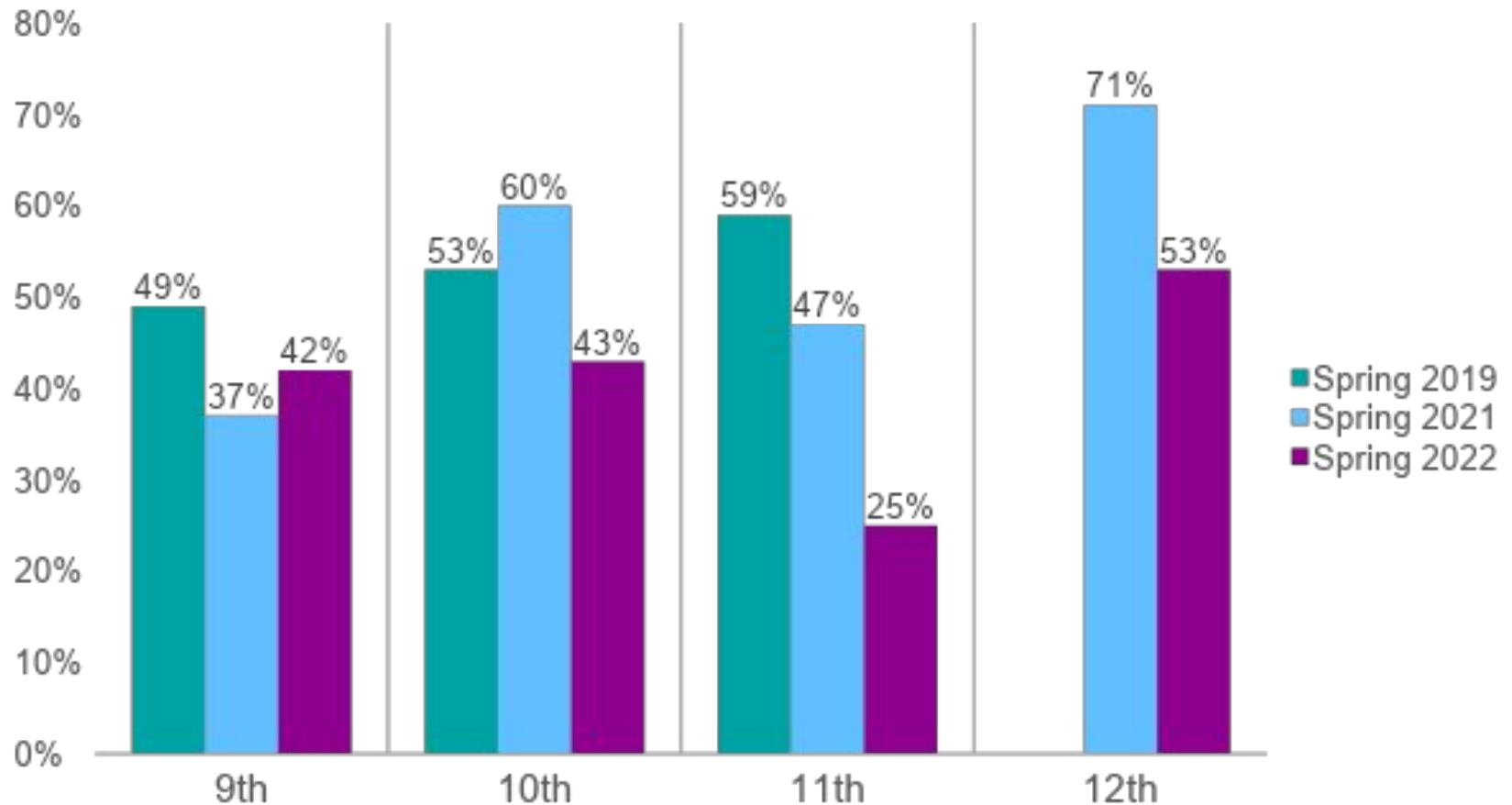
NWEA MAP Reading: Students "At Grade Level" or Higher



NWEA MAP: Reading Status by Grade Level

Goal: Students reading at “grade level” or higher will increase by 15% for every grade level

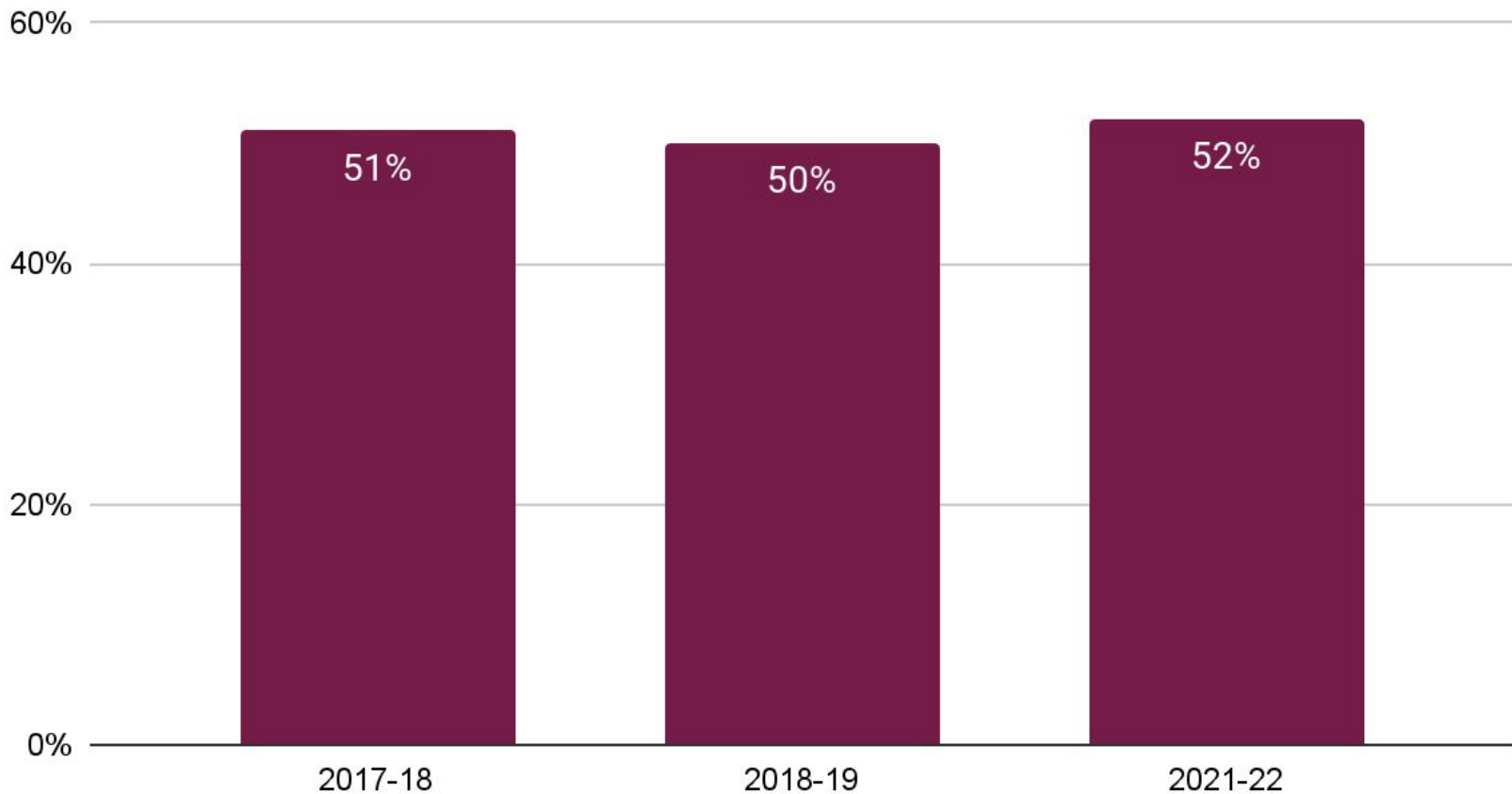
NWEA MAP Reading: Students at “Grade Level” or Higher



NWEA MAP: Reading Growth

Goal: Students meeting growth target from Fall to Spring will increase

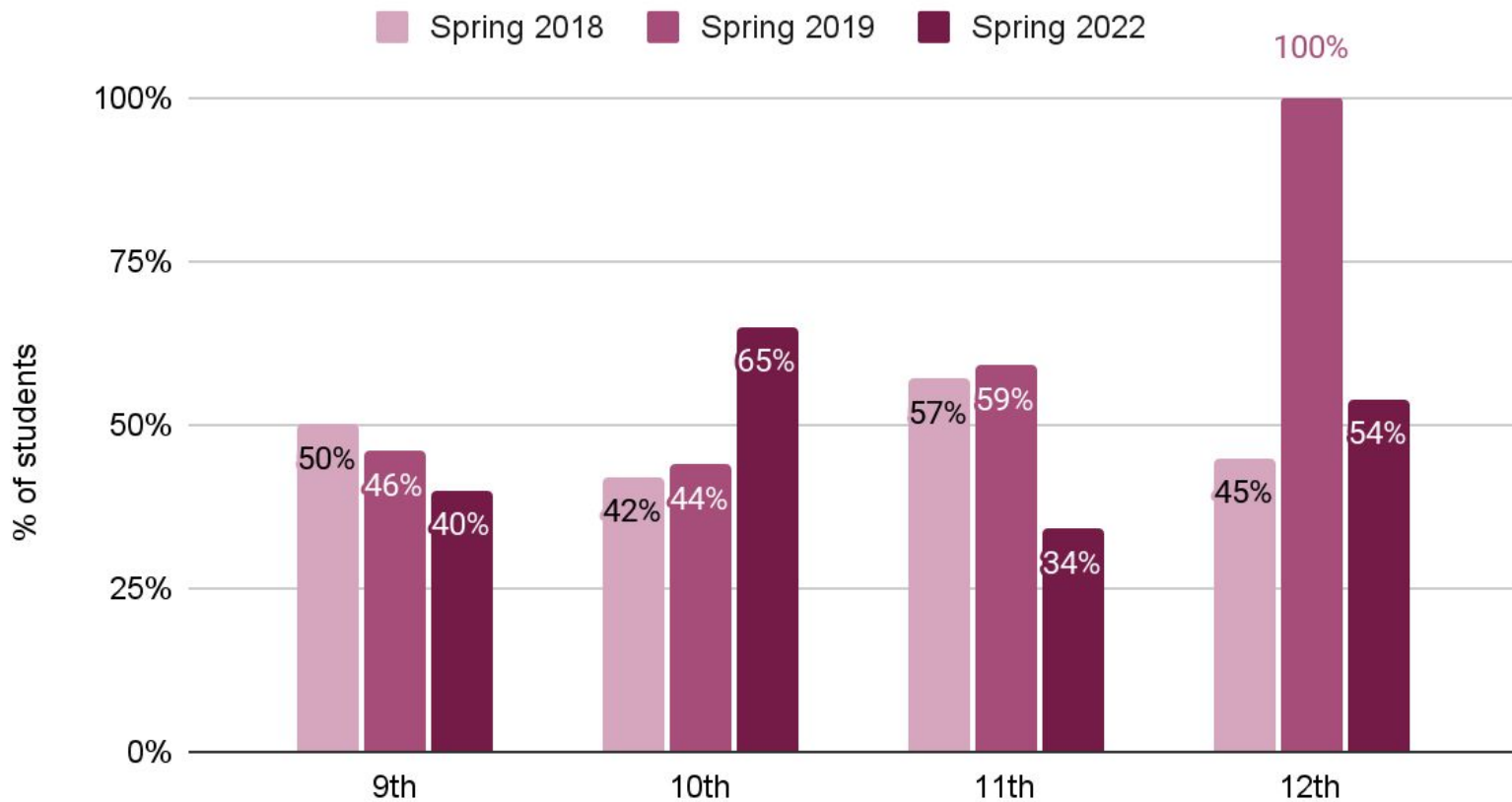
NWEA MAP Reading: Students Meeting Annual Growth Target



NWEA MAP: Reading Growth by Grade Level

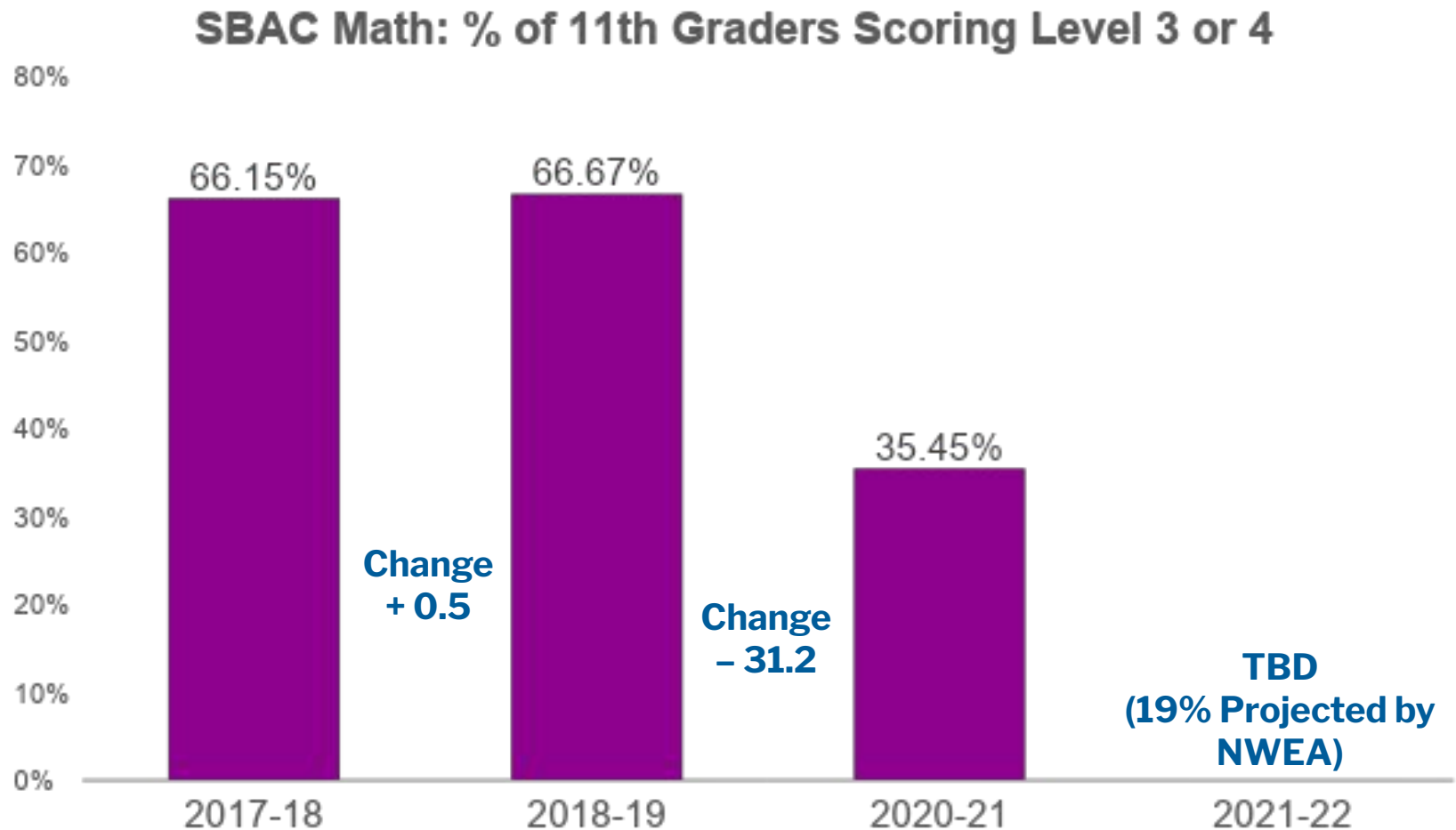
Goal: Students meeting growth target from Fall to Spring will increase for every grade level

NWEA MAP Reading: Students Meeting Annual Growth Target



Smarter Balanced (SBAC): ELA

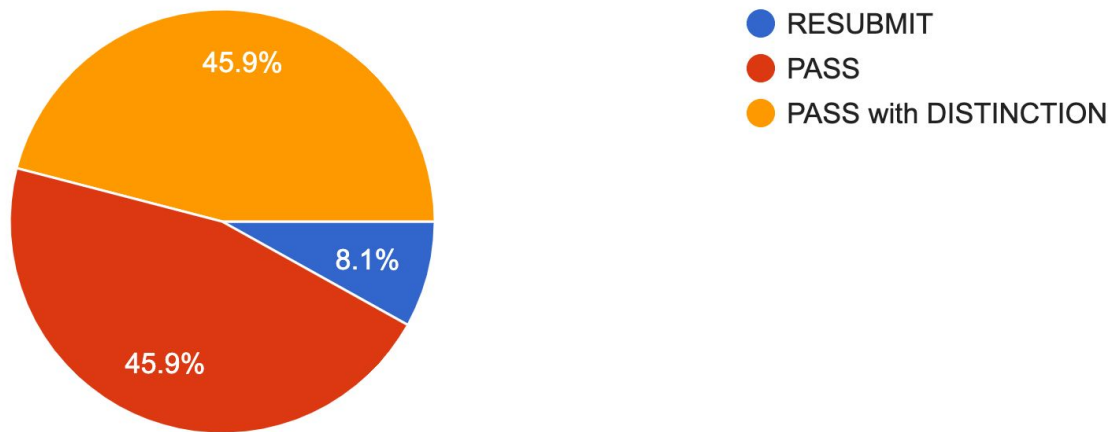
Goal 1: 50% of 11th graders will score an achievement level of 3 or 4



Warrior Intellectual Defense Data

OVERALL EVALUATION: Should the student RESUBMIT and RE-PRESENT their defense or do you believe they should pass?

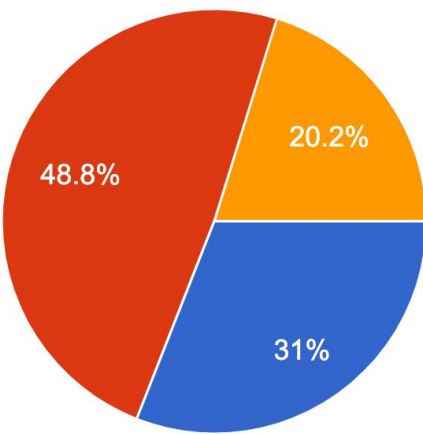
74 responses



Bridge Defense Data

Bridge Defense Results

84 responses



- Passed with Distinction (Exceeds)
- Passed
- Did Not Pass (Needs to Re-present)