



Amethod Public Schools

Regular Meeting of the AMPS Board of Directors

Published on January 15, 2021 at 4:13 PM PST

Amended on January 29, 2021 at 2:18 PM PST

Date and Time

Wednesday January 20, 2021 at 6:00 PM PST

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board of Directors (Board) and employees of Amethod Public Schools shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at:

<https://us02web.zoom.us/j/83167434032>

Participating by Telephone: 669-900-9128 Meeting ID: 83167434032

Public Comment: Members of the public who wish to comment about an agenda item please send an email to lromo@amethodschools.org with your name, email address, and your zoom name (if different) and the item under which you would like to comment before the item begins. The Board Chair will call on you. Please note that comments are limited to two minutes. The Board Chair may increase or decrease the time allowed for public comment, depending upon the topic and number of persons wishing to be heard.

Access to Board Materials: A copy of the written materials which will be submitted to the School Board may be reviewed by any interested persons on the Amethod Public School's website at www.amethodschools.org along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 72 hours prior to the meeting by calling (510) 701 -2415. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order		Peter Hanley	1 m
B. Roll Call		Luis Romo	3 m
C. Announcements		Peter Hanley	5 m
II. Board Comments / General Public Comment			
III. Disclosure of Items to be Discussed in Closed Session (Government Code 5457.7)			
IV. Public Comment on Closed Session			
V. Recess to Closed Session			6:09 PM
A. Conference with legal counsel on Anticipated Litigation (1) [(Government Code section 54956.9(b)]	Discuss	Peter Hanley	35 m
VI. Reconvene from Closed Session			
VII. Consent Agenda			6:44 PM
A. Approval of Board Minutes	Approve Minutes	Luis Romo	5 m
Approve minutes for Special Meeting of the AMPS Board of Directors on December 18, 2020			
B. Approve Uniform Complaint Procedures	Vote	Evelia Villa	

	Purpose	Presenter	Time
C. School Accountability Reports: SARC 2019-2020	Vote	Evelia Villa	
D. Approve EdSped Solutions Contract	Vote	Mike Barr	
VIII. Business			6:49 PM
A. CEO Report	Discuss	Evelia Villa	10 m
B. Finance Update	Discuss	Kelly Ellis	15 m
C. Approval of AMPS 2019 Audit	Vote	Mike Barr	15 m
D. Instructional Report	Discuss	Evelia Villa	35 m
Highlighted School - Oakland Charter Academy (OCA) - Dr. Philip Ellingberg - 10 min			
Youth Truth Surveys - Evelia Villa and Site Directors - 10 min			
NWEA Fall Data Summary - Evelia Villa and Site Directors - 15 in			
E. Approval of Extension of Impact Community and School Advisors Contract	Vote	Peter Hanley	10 m
F. Discussion of Timing of Board Retreat	Discuss	Peter Hanley	15 m
IX. Closing Items			8:29 PM
A. Adjourn Meeting			

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 Ralph Brown 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 of the Governing Board may request assistance by contacting the Amethod Public School Inc., 2101 Livingston Street Second Floor. Oakland, CA 94606; telephone, (510) 434-7017 ext.117 info@amethodschools.org. **FOR MORE INFORMATION.** For more information concerning this agenda, please contact Amethod Public Schools Main Administration, 2101 Livingston St. Second Floor. Oakland, CA 94606; telephone, (510) 436-0172 ext. 106; Email: lromo@amethodschools.org

Coversheet

Approval of Board Minutes

Section: VII. Consent Agenda
Item: A. Approval of Board Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Special Meeting of the AMPS Board of Directors on December 18, 2020

APPROVED



Amethod Public Schools

Minutes

Special Meeting of the AMPS Board of Directors

Date and Time

Friday December 18, 2020 at 5:00 PM

Location

<https://us02web.zoom.us/j/87645162505>

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<https://us02web.zoom.us/j/87645162505>

Participating by Telephone: 669-900-9128 Meeting ID: 835 7321 4676

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ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Directors Present

E. Quiroz (remote), G. Lopez Jr. (remote), N. Driver (remote), P. Hanley (remote)

Directors Absent

M. Gonzalez

Guests Present

E. Villa (remote), L. Romo (remote)

I. Opening Items

A. Call the Meeting to Order

P. Hanley called a meeting of the board of directors of Amethod Public Schools to order on Friday Dec 18, 2020 at 5:07 PM.

B. Roll Call

C. Announcements

II. Consent Agenda

A. Approval of Board Minutes

N. Driver made a motion to approve the minutes from Regular Meeting of the AMPS Board of Directors on 12-09-20.

E. Quiroz seconded the motion.

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

III. Business

A. Approve Contract with Dell for Technology Upgrades

Andrew Wang makes presentation and recommendation to approve the technology purchases.

E. Quiroz made a motion to Approve contract as presented.

N. Driver seconded the motion.

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

B. Resolution Relating to Delegation of Authority to Executive Director and Waiver of AMPS Policies Regarding Expenditures of CARES Act Funds

Jerry Simmons, Young Minney & Corr presents this item.

N. Driver made a motion to approve resolution.

E. Quiroz seconded the motion.

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

IV. 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 8:07 PM.

Respectfully Submitted,

P. Hanley

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Coversheet

Approve Uniform Complaint Procedures

Section:	VII. Consent Agenda
Item:	B. Approve Uniform Complaint Procedures
Purpose:	Vote
Submitted by:	
Related Material:	Amethod UCP updated 12212020.docx

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Board Policy 1000-51 Uniform Complaint Procedure Approved 2007 (Revised 2009, 2020)
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Amethod Public Schools ("AMPS") complies with applicable federal and state laws and regulations. AMPS is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing ("UCP") for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any AMPS program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant and Parenting Students;
 - Adult Education;
 - After School Education and Safety;
 - Agricultural Career Technical Education;
 - Career Technical Education (federal);
 - Child Care and Development;
 - Compensatory Education;
 - Consolidated Categorical Aid Programs;
 - Course Periods without Educational Content;
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, and Children of Military Families;
 - Every Student Succeeds Act;
 - Local Control and Accountability Plans (LCAP);
 - Migrant Education;
 - Physical Education Instructional Minutes;
 - Pupil Fees;
 - Reasonable Accommodations to a Lactating Pupil;
 - Regional Occupational Centers and Programs;
 - School Plans for Student Achievement
 - School Safety Plans;
 - Schoolsite Councils;
 - State Preschool; and/or
 - State Preschool Health and Safety Issues in LEAs Exempt From Licensing.

The programs and activities subject to the UCP in which AMPS implements are:

- Accommodations for Pregnant and Parenting Students;

Commented [A1]: Addresses CDE request to remove "Consolidated Application" and to add "Consolidated Categorical Aid Programs."

(from page 1-3 of CDE comments)

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- Consolidated Categorical Aid Programs;
- Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, and Children of Military Families;
- Every Student Succeeds Act;
- Local Control and Accountability Plans (LCAP);
- Migrant Education
- Pupil Fees;
- Reasonable Accommodations to a Lactating Pupil;
- Regional Occupational Centers and Programs;
- School Safety Plans

Commented [A2]: Revised, consistent with above change.

3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

- a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
- b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans. A pupil fees complaint may be filed with the principal of an AMPS school.
- d. If AMPS finds merit in a pupil fees complaint, a complaint regarding the LCAP, a complaint regarding Physical Education Instruction Minutes (grades one through eight), and/or a complaint regarding Course Periods without Educational Content (grades nine through twelve), or the California Department of Education ("CDE") finds merit in an appeal, AMPS shall provide a remedy to all affected students, parents/guardians. For all other complaints within the scope of the UCP, if AMPS finds merit in the complaint, AMPS shall provide a remedy to the affected pupil. Where

Commented [A3]: Added redlined changes to address CDE request to insert "Course Periods without Educational Content" to item (d) on page 2, and to also indicate that for all other complaints, that a remedy shall go to the affected pupil.
(from page 3-3 of CDE comments)

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applicable, for pupil fees complaints, such remedy shall include reasonable efforts by AMPS to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.

- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or AMPS and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

- 4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If AMPS adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints alleging noncompliance regarding State Preschool Health and Safety Issues in LEAs Exempt From Licensing pursuant to Health and Safety Code Section 1596.7925 are governed by the procedures as set forth in 5 C.C.R. Sections 4690-4694:

- Complaints shall be filed with the preschool program administrator or AMPS administrator or their designee;
- Complaints about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to the appropriate AMPS official for resolution;
- Complaints may be filed anonymously. A complainant who identifies himself or herself is entitled to a response if he or she indicates that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If Education Code Section 48985 is otherwise applicable, the response, if requested, and AMPS' investigation report shall be written in English and the primary language in which the complaint was filed.
- A complaint form shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as they wish.
- The preschool program administrator or AMPS administrator or their designee shall (1) make all reasonable efforts to investigate any problem within their authority. Investigations shall begin within 10 days of the receipt of the complaint and (2) remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing. If the preschool program administrator makes this report, they shall also report the same information in the same timeframe to the AMPS administrator or their designee.
- A complainant not satisfied with the resolution of the preschool program administrator or the Charter School administrator or designee has the right to describe the complaint to the AMPS Board at a regularly scheduled meeting of the AMPS Board.
- A complainant who is not satisfied with the resolution proffered by the preschool program

Commented [A4]: Added to address CDE request to add items under Section 1.4(p)(i)-(iv).
(from page 1-3 and 2-3 of CDE comments)

Commented [A5]: Added to address CDE request to add item under Section 1.5(q).
(from page 2-3 of CDE comments)

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administrator or the Charter School administrator or designee has the right to file an appeal to the State Superintendent of Public Instruction (SSPI) within 30 days of the date of AMPS' investigation report. A complainant shall comply with the appeal requirements of 5 CCR Section 4632.

- The SSPI or their designee shall comply with the requirements of 5 CCR Section 4633 and shall provide a written LEA Investigation Report to the State Board of Education describing the basis for the complaint, AMPS' response to the state preschool health and safety issues pursuant to Health and Safety Code Section 1596.7925 complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from AMPS' remedy.
- AMPS shall report summarized data on the nature and resolution of all complaints alleging noncompliance regarding State Preschool Health and Safety Issues in LEAs Exempt From Licensing pursuant to Health and Safety Code Section 1596.7925 on a quarterly basis to the County Superintendent of Schools and the AMPS Board of Directors, in accordance with Education Code Section 8235.5(d); such complaints and written responses shall be available as public records.

Commented [A6]: Added to address CDE's request to add item under Section 1.7(w), (x), and (z).

(from page 3-3 of CDE comments)

AMPS acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. AMPS cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, AMPS will attempt to do so as appropriate. AMPS may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Chief Executive Officer or designee on a case-by- case basis. AMPS shall ensure that complainants are protected from retaliation.

Compliance Officer

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure AMPS's compliance with law:

Chief Executive Officer
Amethod Public Schools
2101 Livingston St.
Oakland, CA 94606
Telephone: (510) 436-0172

The Chief Executive Officer or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Chief Executive Officer or designee.

Should a complaint be filed against the Chief Executive Officer, the compliance officer for that case shall be the President of the AMPS Board of Directors.

Notifications

The Chief Executive Officer or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on AMPS's website.

AMPS shall annually provide written notification of AMPS's UCP to employees, students,

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parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in AMPS speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that AMPS is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that AMPS is operating pursuant to Title 22 licensing requirements; a statement of the health and safety requirements under title 5 of California Code of Regulations that apply to California State preschool programs pursuant to Health and Safety Code Section 1596.7925; and the location at which to obtain a form to file a complaint.
3. A statement that AMPS is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal AMPS's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of AMPS's decision, except if AMPS has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals AMPS's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if AMPS finds merit in a UCP complaint, or the CDE finds merit in an appeal, AMPS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.

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11. A statement that copies of AMPS's UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that AMPS has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- **Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Chief Executive Officer or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Chief Executive Officer or designee shall be made in writing. The period for filing may be extended by the Chief Executive Officer or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Chief Executive Officer shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the AMPS Board of Directors approved the LCAP or the annual update was adopted by AMPS.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, AMPS staff shall assist the complainant in the filing of the complaint.

- **Step 2: Mediation**

Within seven (7) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the

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compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend AMPS's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

The AMPS Governing Board encourages the early, informal resolution of complaints whenever possible.

- **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within ten (10) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

AMPS's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Final Written Decision**

AMPS shall issue an investigation report (the "Decision") based on the evidence. AMPS's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of AMPS's receipt unless the timeframe is extended with the written agreement of the complainant. AMPS's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether AMPS is in compliance with the relevant law.
3. Corrective actions, if AMPS finds merit in the complaint and any are warranted or required by law:

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- Pertaining to complaints of Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians;
- For all other complaints within the scope of the Uniform Complaint Procedures, the remedy shall go to the affected pupil;
- With respect to a pupil fees complaint, corrective actions shall include a remedy where in good faith, by engaging in reasonable efforts, an attempt to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

4. Notice of the complainant's right to appeal AMPS's Decision within thirty (30) calendar days to the CDE, except when AMPS has used its UCP to address complaints that are not subject to the UCP requirements.

5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of AMPS's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The complainant shall comply with all applicable appeal procedures outlined in 5 C.C.R. Section 4632. The appeal shall be accompanied by a copy of the complaint filed with AMPS and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. AMPS failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, AMPS's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in AMPS's Decision are not supported by substantial evidence.
4. The legal conclusion in AMPS's Decision is inconsistent with the law.
5. In a case in which AMPS's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Chief Executive Officer or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.

Commented [A7]: Consistent with change on page 2, added this language here, to be consistent with Section 1.5(s)(iii)(1)-(3) of the CDE's UCP Comparison Information 2020-2021 document.

(from page 3-3 of CDE comments)

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4. A report of any action taken to resolve the complaint.
5. A copy of AMPS's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to AMPS for resolution as a new complaint. If the CDE notifies AMPS that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, AMPS will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by AMPS when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, AMPS has not taken action within sixty (60) calendar days of the date the complaint was filed with AMPS.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of AMPS's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if AMPS has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

Amethod Public Schools

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____
 Student Name (if applicable): _____ Grade: _____ Date of Birth: _____
 Street Address/Apt. #: _____
 City: _____ State: _____ Zip Code: _____
 Home Phone: _____ Cell Phone: _____ Work Phone: _____
 School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- | | | |
|---|---|---|
| <input type="checkbox"/> Accommodations for Pregnant and Parenting Students | <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, and Children of Military Families | <input type="checkbox"/> Regional Occupational Centers and Programs |
| <input type="checkbox"/> After School Education and Safety; | | <input type="checkbox"/> School Safety Plan |
| <input type="checkbox"/> Reasonable Accommodations to a Lactating Student | | <input type="checkbox"/> Pupil Fees |
| <input type="checkbox"/> Consolidated Categorical Aid Programs | <input type="checkbox"/> Migrant Education | |
| | <input type="checkbox"/> Every Student Succeeds Act | |
| | <input type="checkbox"/> Local Control and Accountability Plan | |

Commented [A8]: Revised to align with list of programs listed in the policy above.

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- | | | |
|---|---|--|
| <input type="checkbox"/> Age | <input type="checkbox"/> Genetic Information | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Immigration Status/Citizenship | <input type="checkbox"/> Sexual Orientation (Actual or Perceived) |
| <input type="checkbox"/> Color | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Medical Condition | |
| <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Nationality / National Origin | |
| <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Race or Ethnicity | |
| | <input type="checkbox"/> Religion | |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

Rev. 7/22/2020

2. Have you discussed your complaint or brought your complaint to any AMPS personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents.

☐ Yes

☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to the Compliance Officer:

Chief Executive Officer
Amethod Public Schools
2101 Livingston St.
Oakland, CA 94606
Telephone: (510) 436-0172

Coversheet

School Accountability Reports: SARC 2019-2020

Section:	VII. Consent Agenda
Item:	C. School Accountability Reports: SARC 2019-2020
Purpose:	Vote
Submitted by:	
Related Material:	OCHS SARC 2019-2020.pdf DCA SARC 2019-2020.pdf OCA SARC 2019-2020.pdf JHHS SARC.pdf RCA SARC 2019-2020.pdf BJE SARC 2019-2020.pdf


[SARC Home](#) » Oakland Charter High

2019–2020 School Accountability Report Card

[Translation Disclaimer](#)

School Accountability Report Card

Reported Using Data from the 2019–2020 School Year

California Department of Education

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Bianca Forrester, Site Administrator

- Principal, Oakland Charter High



About Our School

Dear Students & Families,

I want to warmly welcome you to the 2020-2021 school year. As your principal, it is my sincere pleasure to work with our dedicated staff and community to provide an excellent educational experience for our students. Although the pandemic has presented us with many challenges, we will continue our tradition of providing a college and career focused education to our students and the highest quality of service to our community. We are committed to ensuring that every OCHS student receives the highest level of support and that our students are able to continue to progress towards the standards and are supported to achieve their hopes, dreams and goals.

Understanding that the 2020 -21 school year is unlike any other, we have redoubled our efforts to ensure that this new learning model is not a barrier, but instead will serve as an opportunity to change our mindset as it relates to the delivery of instruction and engaging students in learning. The entire OCHS staff is committed to providing exceptional educational experiences for our students. To that end we have prepared well, reconfigured our master schedule, trained our staff in the best practices in distance learning and ensured that every student has access to the technological tools they need.

We understand that our students thrive on interaction with their teachers, peers and school staff and in a routine that sends them to the familiar and supportive school environment and we are hopeful that we will be able to bring our students back for a safe return to school. Until then, we will continue to keep our students and families connected to the school in multiple ways. We are hosting community nights over zoom on the third Wednesday of each month. Our entire operations staff has been reassigned to student support and family engagement and all of our teachers and paraprofessional staff offer several hours of tutorials each week. Through our advisory program and in our classes we will continue to consistently embed social emotional learning into your students' education. And we will continue to offer opportunities for students to stay engaged with teachers, counselors, and to participate in clubs and virtual social events at our school. We know how important this connection is, and we will meet and fulfill that need. We are recommending and requiring that students keep their cameras on during zoom classes for fuller engagement, better accountability, putting a face to name, and to increase socialization with peers. Please let your teachers know if keeping your camera on is a problem and why, and your teachers will work with you.

We are continuing to take attendance for all of our classes, including Advisory. It is very important that students log on for their daily virtual lessons. We will continue to reach out to families and students who are consistently absent to ensure that they are fully supported and have the tools needed to participate in school. If you are having trouble making any kind of contact with Oakland Charter High School, please let me know personally and I will respond to you. We at OCHS are committed to excellent customer service, returning phone calls, emails and answering phones each week day from 8-4:30.

Although we are forced to adapt our teaching and learning methods to address the conditions of the pandemic, we remain steadfast in our commitment to Honor Hard Work, and we will do everything possible to keep our students thriving. With your help, we can instill life-long values in our students to work hard, exceed expectations, and to appreciate their education. I am truly honored to continue leading the Matador community for the 2020-2021 school year. We have accomplished so much as a school community and we will continue undaunted throughout these truly unprecedented times.

Bianca Forrester
Principal, Oakland Charter High School

Contact

Oakland Charter High
2433 Coolidge Ave
Oakland, CA 94601

Phone: 510-436-0101

Email: bforrester@amethodschools.org

About This School

Contact Information (School Year 2020–2021)

District Contact Information (School Year 2020–2021)

District Name Amethod/Oakland Charter High School

Phone Number (510) 879-8000

Superintendent Kyla Johnson-Trammell

Email Address kyla.johnson@ousd.org

Website <http://www.ousd.org>

School Contact Information (School Year 2020–2021)

School Name Oakland Charter High

Street 2433 Coolidge Ave

City, State, Zip Oakland, Ca, 94601

Phone Number 510-436-0101

Principal Bianca Forrester, Site Administrator

Email Address bforrester@amethodschools.org

Website <https://ochs.amethodschools.org/>

**County-District-School
(CDS) Code** 01612590114868

Last updated: 1/14/2021

School Description and Mission Statement (School Year 2020–2021)

Over the past 13 years, Oakland Charter High School (OCHS) has proven to be a highly effective high school for families and students in Oakland, CA. Having promoted our first graduating class in 2011, we now prepare to send off our tenth round of students to college and career opportunities of their choice in the spring of 2021. OCHS looks forward to continuing to provide a small and successful high school campus to the residents of Oakland. OCHS is one of six Amethod Public Schools (AMPS). AMPS is a 501(c) (3) tax-exempt nonprofit public benefit corporation that was founded in Oakland in 1993 with the intent to create charter schools that produce academic results and reduce the achievement disparity that exists among the different student subgroups. The organization's flagship school, Oakland Charter Academy, is the oldest charter school in the City of Oakland, and the 12th school chartered in the state of California. For over twenty years, AMPS has been serving thousands of Bay Area families with effective academic programs that produce life changing results. It is the objective of the Charter School and organization to create a positive school environment and culture where being diligent and taking personal responsibility is the norm. AMPS demonstrates that public schools at the secondary level can produce successful students if they are operated in small and organized settings. It is the organizational belief that any child can be successful if they receive the proper education.

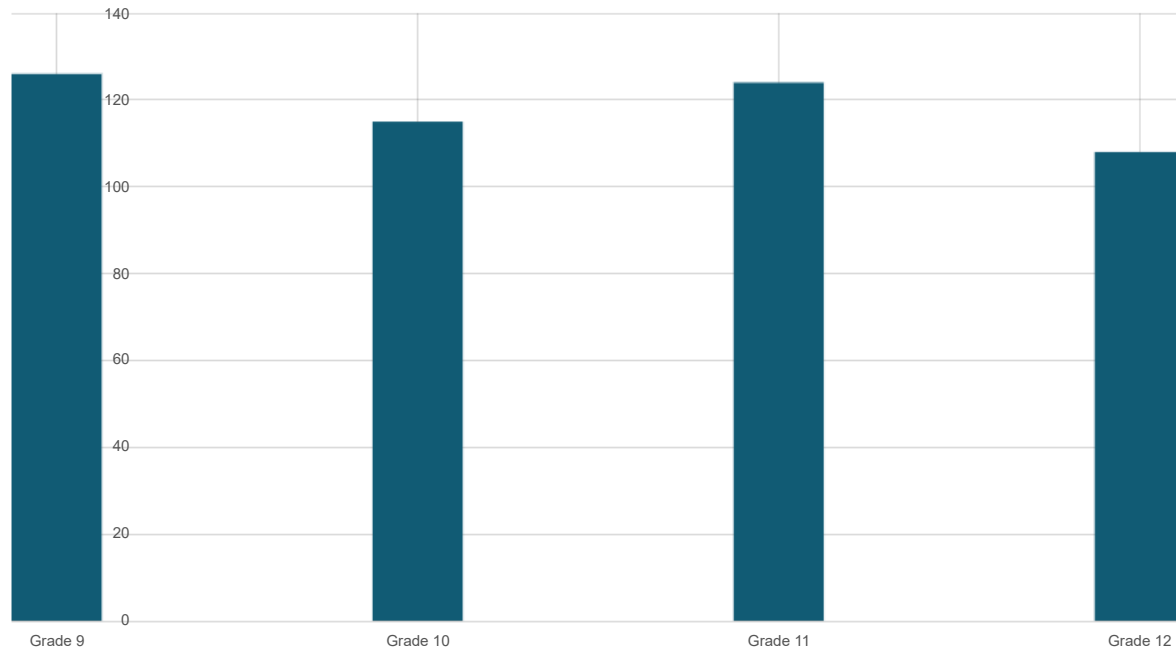
Oakland Charter High School's Mission is to advance students' motivation and belief in academic achievement while in their pursuit of a thriving future. We are a free and public charter school that believes in the promise of hard working students from diverse perspectives, socio-economic status, backgrounds, and talents. OCHS will provide a rigorous academic program to all students who wish to attend, yet will specifically outreach to families that live in low income areas, survive below the federal poverty line, or whose parents have never attended college. The school will serve up to 500 students in the ninth through twelfth grades with the goal of achieving higher academic results than neighboring high school campuses by focusing on rigorous state aligned academic programs, accountability, and excellence

by providing an educational program that reinforces structured and demanding A-G coursework. The school will meet its mission by working in collaboration with all stakeholders.

Last updated: 1/14/2021

Student Enrollment by Grade Level (School Year 2019–2020)

Grade Level	Grade 9	Grade 10	Grade 11	Grade 12	Total Enrollment
Number of Students	126	115	124	108	473



Last updated: 1/14/2021

Student Enrollment by Student Group (School Year 2019–2020)

Student Group	Black or African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Native Hawaiian or Pacific Islander
Percent of Total Enrollment	5.40 %	%	34.50 %	1.30 %	56.60 %	%
Student Group (Other)	Socioeconomically Disadvantaged	English Learners	Students with Disabilities	Foster Youth	Homeless	
Percent of Total Enrollment	88.30 %	12.60 %	7.20 %	0.40 %	1.70 %	

State Priority: Basic

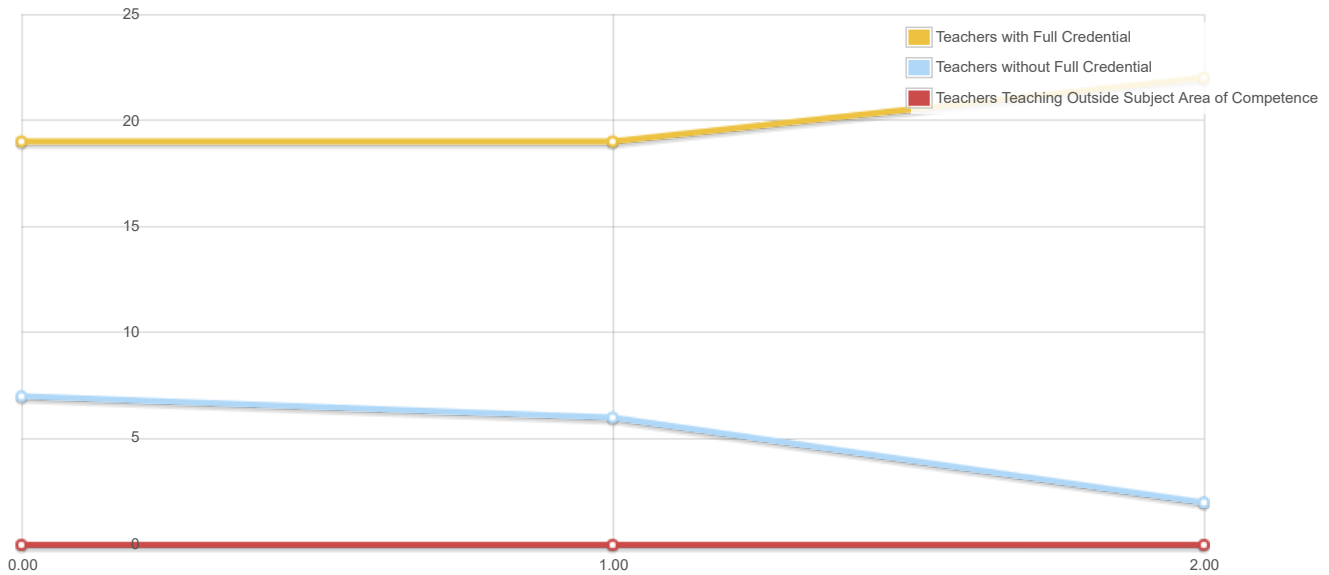
The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials

Teachers	School 2018–2019	School 2019–2020	School 2020–2021	District 2020–2021

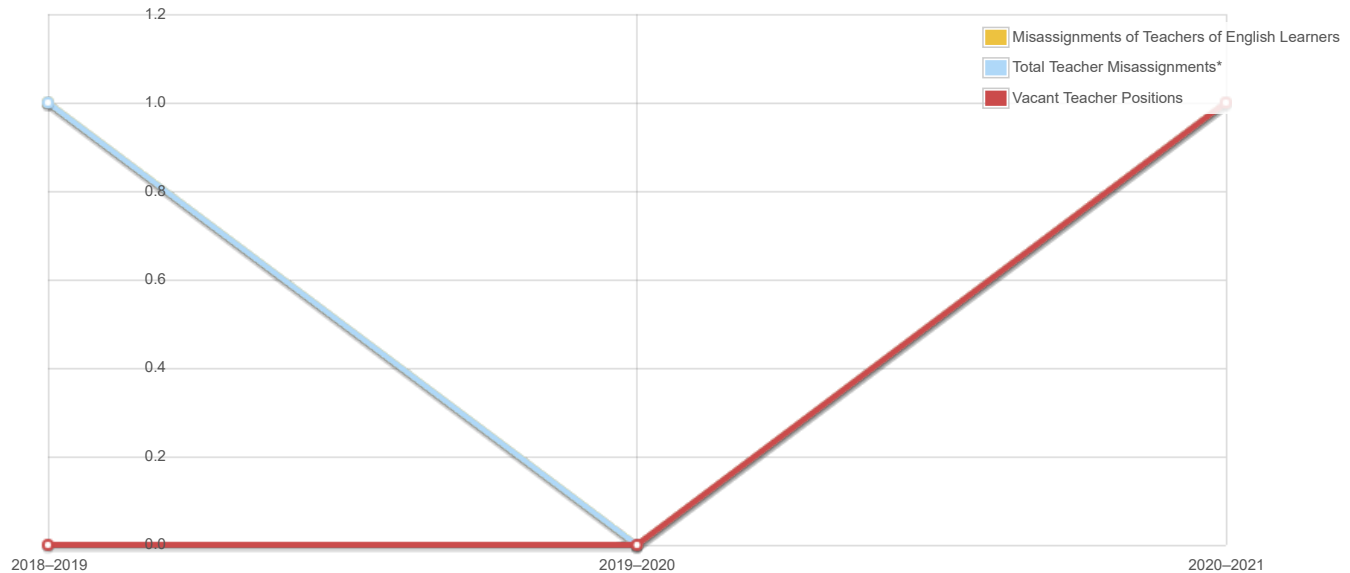
Teachers	School 2018–2019	School 2019–2020	School 2020–2021	District 2020–2021
With Full Credential	19	19	22	22
Without Full Credential	7	6	2	2
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0



Last updated: 1/14/2021

Teacher Misassignments and Vacant Teacher Positions

Indicator	2018–2019	2019–2020	2020–2021
Misassignments of Teachers of English Learners	1	0	1
Total Teacher Misassignments*	1	0	1
Vacant Teacher Positions	0	0	1



Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Last updated: 1/14/2021

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2020-2021)

Year and month in which the data were collected: September 2020

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	9th Springboard/ College Board 9781457304729 10th Springboard/ College Board 9781457304736 11th Springboard/ College Board 9781457304743 11th Writing America: Language and Composition in Context AP Edition 97801327488 12th Expository Reading & Writing (CSU) Digital Access: Fastbridge (all grades)	Yes	0.00 %
Mathematics	Algebra 1 Common Core Prentice Hall 978-0133281149 Geometry Common Core Prentice Hall 978-0133281156 Algebra 2 Common Core Prentice Hall 978-0133281163 Calculus I w/Precalculus Houghton Mifflin 0-618-08760-5 Calculus of a Single Variable 10th Cengage 0-618-50304-8 Digital Access: CK-12 Algebra I, Geometry, & Algebra 2; Openstax Statistics High School, and; AP Classroom: Calculus A/B & B/C	Yes	0.00 %
Science	Biology: The Dynamics of Life Glencoe 0-07-866580-9 AP Chemistry: The Central Science 13e Brown & Lemay 978- 0321910417 Biology: Campbell (AP Edition) 9 Pearson 9780131375048 Digital: CK-12 Physical Science, Biology, Environmental Science & Chemistry; AP Classroom: Biology & Computer Science	Yes	0.00 %

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
History-Social Science	9th Grade, Human Geography: The Cultural Landscape, AP Edition 10th Grade, Modern World History: AMSCO AP Modern World History 11th Grade, AP US History: The American Pageant 14th Wadsworth Cengage Learning 978- 0547166629 11th Grade, US History: History Alive! Pursuing American Ideals TCI 978-1934534663 The Challenge of Democracy: Government in America 9th Houghton Mifflin 978-0618810178 Economics: Principles in Action 3rd Prentice Hall 978-0131815445 Digital: AP Classroom World History, US History & Government	Yes	0.00 %
Foreign Language	Chinese Breeze: Learn with Ease Level 1 978-1940031088 Chinese Breeze: Learn with Ease Level 2 978-1940031118 Avancemos: Spanish Level 1 978-0547871912 Avancemos: Spanish Level 2 978-0547871936 Avancemos: Spanish Level 4 9780547871943 Temas: AP Spanish 2014 9781618572226 Integrated Chinese 3 Cheng & Tsui 2017 9781622911561	Yes	0.00 %
Health	N/A		0.00 %
Visual and Performing Arts	N/A		0.0 %
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0.0 %

Note: Cells with N/A values do not require data.

Last updated: 1/14/2021

School Facility Conditions and Planned Improvements

Safety, cleanliness and adequacy items have all been noted and addressed during site inspections by EMS response, OUSD staff, and internal Site Inspections. The site is monitored at all times and any event that causes safety and cleanliness to fall below standards are addressed immediately by staff. Required testing and inspections are all up to date. Preventative measures are in place including but not limited to routine pest control, routine HVAC maintenance, routine burglar and fire alarm inspections, fire extinguisher inspections and tagging.

Recent improvements include the installation of four new classrooms for use by Freshmen students, replacement of bathroom sinks in all multi-stall restrooms in the main building, and the installation of new sealant around the base of the building to prevent moisture intrusion. Planned Facility Improvements include the installation more exterior lighting in common areas, new alarm wiring in some of the unattached buildings, new alarm sounders on exterior campus gate, improvements to the structural integrity of the Resource gate.

We routinely inspect doors, windows, built in equipment for wear and tear and to insure it is in good working order. Over holidays and breaks, we replace seals, hardware, and clean flooring to ensure items are kept in safe and hygienic working conditions.

Last updated: 1/14/2021

School Facility Good Repair Status

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: October 2019

System Inspected	Rating	Repair Needed and Action Taken or Planned
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System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/Fountains	Fair	Bottle filling fountains will be installed as funds become available
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Overall Facility Rate

Year and month of the most recent FIT report: October 2019

Overall Rating	Good
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Last updated: 1/14/2021

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018–2019	School 2019–2020	District 2018–2019	District 2019–2020	State 2018–2019	State 2019–2020
English Language Arts / Literacy (grades 3-8 and 11)	64.0%	N/A	36.0%	N/A	50%	N/A
Mathematics (grades 3-8 and 11)	49.0%	N/A	29.0%	N/A	39%	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Last updated: 1/14/2021

CAASPP Test Results in ELA by Student Group**Grades Three through Eight and Grade Eleven (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/14/2021

CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019–2020)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waives the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/14/2021

CAASPP Test Results in Science for All Students**Grades Five, Eight and High School****Percentage of Students Meeting or Exceeding the State Standard**

Subject	School 2018–2019	School 2019–2020	District 2018–2019	District 2019–2020	State 2018–2019	State 2019–2020
Science (grades 5, 8, and high school)	47	N/A	18	N/A	30	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: The new California Science Test (CAST) was first administered operationally in the 2018–2019 school year.

Last updated: 1/14/2021

CAASPP Tests Results in Science by Student Group**Grades Five, Eight and High School (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/14/2021

Career Technical Education (CTE) Participation (School Year 2019–2020)

Measure	CTE Program Participation
Number of Pupils Participating in CTE	
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	--

Measure	CTE Program Participation
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	--

Last updated: 1/14/2021

Courses for University of California (UC) and/or California State University (CSU) Admission

UC/CSU Course Measure	Percent
2019–2020 Pupils Enrolled in Courses Required for UC/CSU Admission	100.00%
2018–2019 Graduates Who Completed All Courses Required for UC/CSU Admission	89.70%

State Priority: Other Pupil Outcomes

Last updated: 1/14/2021

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

California Physical Fitness Test Results (School Year 2019–2020)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
9	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-56-20 was issued which waived the requirement to administer the physical fitness performance test for the 2019–2020 school year.

Last updated: 1/14/2021

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2020–2021)

All of Oakland Charter High School's Community nights are planned at the beginning of the year and placed in the family calendar. For the 20-21 year, all Community Night's were planned for the 3rd Wednesday of each month. At the time of this writing, all community nights have been held via Zoom due to the Covid-19 Pandemic. Parents can learn of opportunities to participate in school life and culture through the OCHS website, by attending the monthly Community Nights, or through the bulletins mailed home with quarter and semester grades. Finally, any parents who wish to give input on school fiscal, governance or any other policy decisions may participate in the school's Family-Staff Success Team (FST), which meets bi-monthly, usually on the fourth Tuesday of each month. Amethod Public Schools board meetings are open to the public and are posted on the Amethod Public Schools website and on the physical school locations in compliance with the Brown Act. OCHS also holds at least one Cash for College Night for all families of 12th grade students to help facilitate the Free Application for Student Aid (FAFSA) and Dream Act processes for all students for higher education.

Last updated: 1/14/2021

State Priority: Pupil Engagement

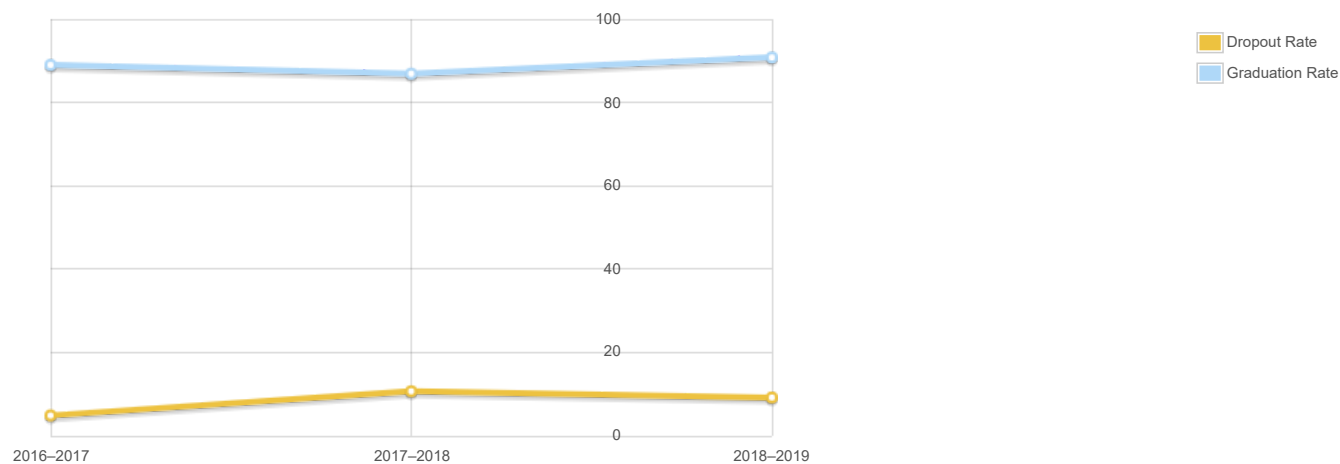
The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2016–2017	School 2017–2018	School 2018–2019	District 2016–2017	District 2017–2018	District 2018–2019	State 2016–2017	State 2017–2018	State 2018–2019
Dropout Rate	4.90%	10.70%	9.20%	13.50%	13.90%	12.60%	9.10%	9.60%	9.00%
Graduation Rate	89.00%	86.90%	90.80%	73.70%	74.80%	76.50%	82.70%	83.00%	84.50%

Dropout/Graduation Rate (Four-Year Cohort Rate) Chart



Last updated: 1/14/2021

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	Suspensions	Expulsions
School 2017-2018	3.90%	0.20%
School 2018-2019	5.10%	0.00%
District 2017-2018	4.40%	0.10%
District 2018-2019	4.40%	0.10%
State 2017-2018	3.50%	0.10%
State 2018-2019	3.50%	0.10%

Suspensions and Expulsions for School Year 2019-2020 Only
(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	Suspensions	Expulsions
School 2019-2020	3.17%	0.00%
District 2019-2020	--	--
State 2019-2020	--	--

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

Last updated: 1/14/2021

School Safety Plan (School Year 2020–2021)**Notice to the Public:**

The Comprehensive School Safety Plan prepared for the 2019-2020 school year was shared with:

Parents on the FST on March 1st 2020

All school staff will have access to the plan after it is shared with the AMPS governing board on 03/18/2020

Communicated to the following entities:

Law Enforcement Agencies (by Site Director)

Local Fire Stations (by Site Director)

Assurances:

The school site council may include the following three essential components and/or strategies into this plan:

Assuring each student a safe physical environment

Assuring each student a safe, respectful, accepting and emotionally nurturing environment

Providing each student resiliency skills

Evidence of these assurances is embedded throughout this school safety plan.

Conclusions of 2019-20 Safe Schools Assessment:**Areas of Pride and Strength:**

Implementation of Restorative Justice practices in Advisory and Character Reflection Time (CRT)

Social emotional support by Link program

Student involvement in extracurricular activities and sports by at least 1/4 of the student body

Committed and caring teachers, staff, community

College and career focus leading to steady increases in students applying to college & for financial aid

Small school atmosphere

Areas to change:

Develop more after school programs

Increase student sense of responsibility for self, future and education through the SEL advisory program and CRT.

Analysis of how the data, needs, and perceptions about the school's safety determined the goals:

The student, staff and parent Youth Truth Survey and Family Staff Team feedback informed needs identified.

Generalized statement of goals for 2019-2020:

We strive to enhance the social emotional climate and have set goals that we believe can be achieved in the 2020-2021 school year.

Safe School Action Plans

After analyzing data, resources, and desired areas of change, Oakland Charter High School has determined that the following priorities for action are necessary to create a safe, secure campus and a positive learning environment emphasizing responsible and respectful behavior.

A. Component 1: People and Programs:

Goal #1: Assure a safe physical environment.

Goal #2 Assure on-going professional development to ensure supportive, nurturing teacher-student relationships in the classroom.

B. Component 2: Places:

Goal #2: Assure a safe, respectful, accepting, and emotionally nurturing environment.

School Safety Practices, Policies and Procedures:**A. Bully Prevention:**

"The Amethod Public Charter School Board of Education recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm". No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

School administration at Oakland Charter High School enforces this policy and will not tolerate bullying of any type.

B. Safe Ingress/Egress Procedures:**Supervision of Students:**

As students arrive on campus each morning, campus security officers and administrators are strategically placed on campus to monitor student behavior. When students are dismissed at the end of the day, campus security officers and administrators ensure students either travel to afterschool activities or leave campus in a safe and orderly manner.

Visitors:

Many individuals visit the campus to participate in conferences, meet with staff and attend school events. To maintain a safe and secure environment, all parents and visitors are required to check in and sign in at the school office upon arrival, obtain and wear a visitor's badge, and then return to the school office upon departure to sign out.

Last updated: 1/15/2021

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Secondary) (School Year 2017–2018)

Subject	English	Mathematics	Science	Social Science
Average Class Size	22.00	24.10	27.40	29.20
Number of Classes * 1-22	5	11	5	1
Number of Classes * 23-32	12	8	12	1
	3	1	8	5

**Number of Classes *
33+**

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2018–2019)

Subject	English	Mathematics	Science	Social Science
Average Class Size	27.00	27.00	28.00	26.00
Number of Classes * 1-22	5	2	3	5
Number of Classes * 23-32	9	12	9	11
	5	2	6	2

**Number of Classes *
33+**

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2019–2020)

Subject	English	Mathematics	Science	Social Science
Average Class Size	29.00	23.00	26.00	30.00
Number of Classes * 1-22	1	10	3	1
Number of Classes * 23-32	15	6	15	10
	0	3	2	3

**Number of Classes *
33+**

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Last updated: 1/14/2021

Ratio of Pupils to Academic Counselor (School Year 2019–2020)

Title	Ratio
Pupils to Academic Counselor*	157.7

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/14/2021

Student Support Services Staff (School Year 2019–2020)

	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	3.00
Library Media Teacher (Librarian)	0.00
Library Media Services Staff (Paraprofessional)	0.00
Psychologist	1.00
Social Worker	0.00
Nurse	0.00
Speech/Language/Hearing Specialist	1.00
Resource Specialist (non-teaching)	2.00
Other	9.00

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/14/2021

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2018–2019)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$12723.70	\$3214.30	\$9509.30	\$53890.20
District	N/A	N/A	--	\$63134.00
Percent Difference – School Site and District	N/A	N/A	--	15.00%
State	N/A	N/A	\$7750.12	\$83052.00
Percent Difference – School Site and State	N/A	N/A	20.00%	42.00%

Note: Cells with N/A values do not require data.

Last updated: 1/15/2021

Types of Services Funded (Fiscal Year 2019–2020)

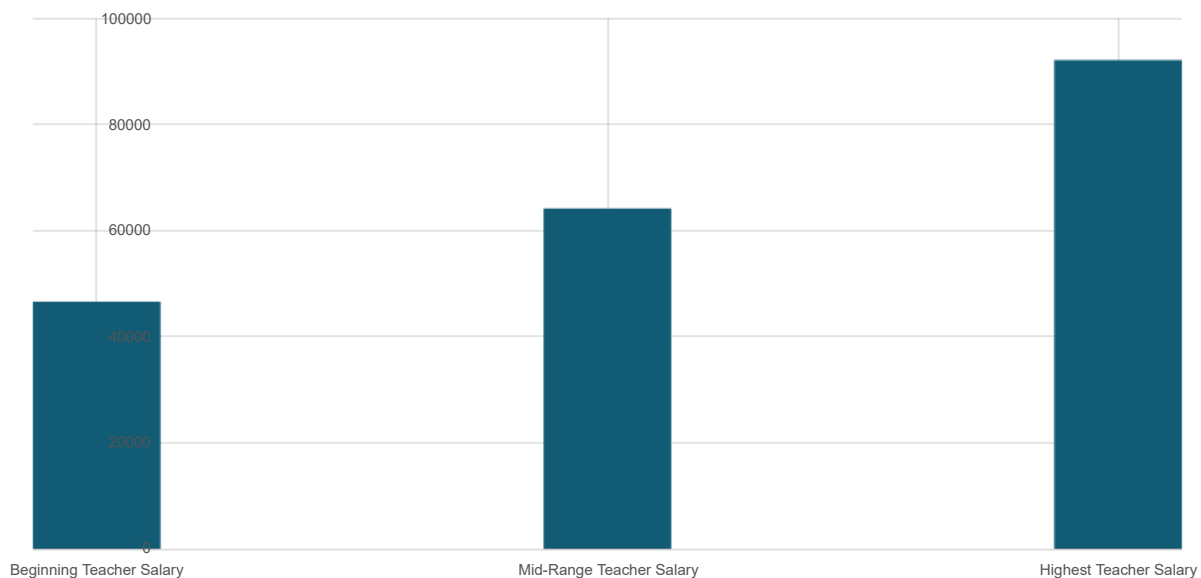
Some of the services OCHS provides to students and families includes three, full-time college and career counselors. These counselors provide robust support for the college application process for every student beginning their junior year. Additionally, the counselors prepare workshops on financial aid, post-secondary school options, and the UC / CSU A-G course requirements as well as other facets of the college process for all students and families. Additionally OCHS employs at least 6 paraprofessionals, most being bilingual tutors that support students with push-in and pull-out services. These tutors and additional administrative support staff help with supplement teaches ability to tutor small groups and individual students, providing support everyday after school. OCHS also has its own wellness counselor who provides emotional support for students and parents, as well several small group and community workshops throughout the year. OCHS provides English Language development support for students in the early phases of acquiring English during the regular school day and afterschool.

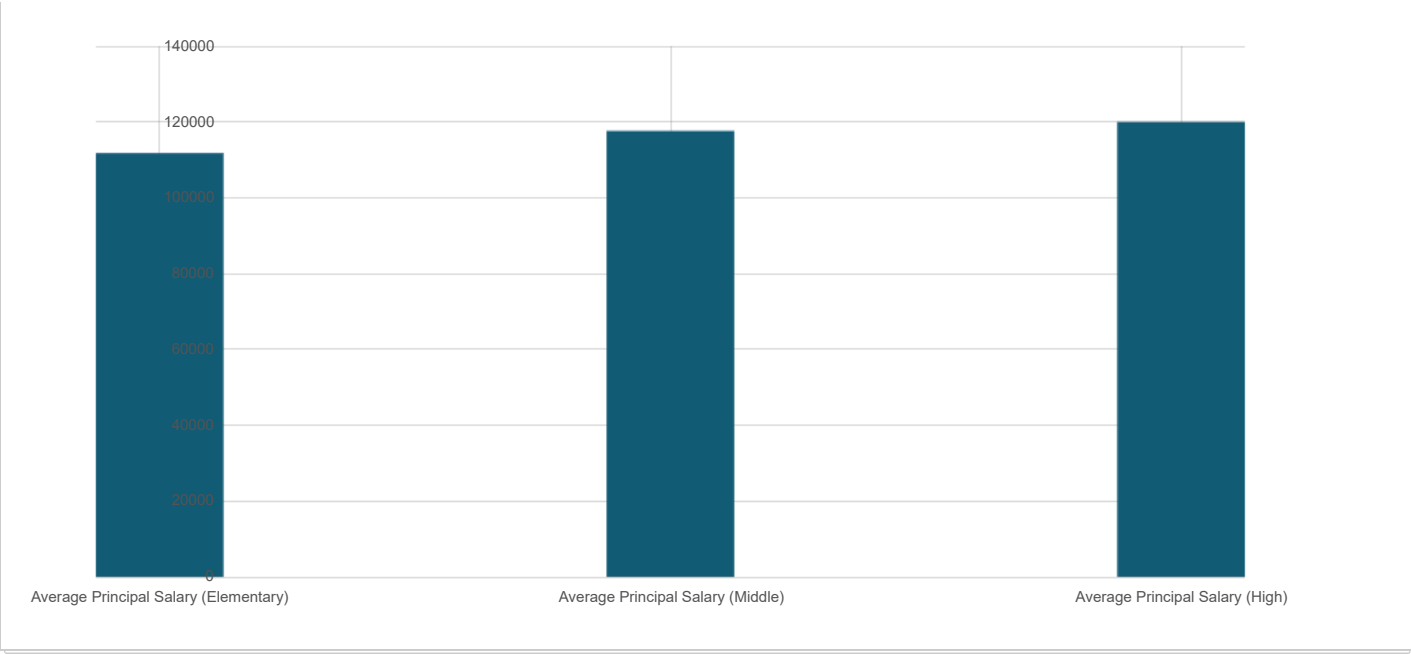
Last updated: 1/15/2021

Teacher and Administrative Salaries (Fiscal Year 2018–2019)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$46,570	\$50,029
Mid-Range Teacher Salary	\$64,124	\$77,680
Highest Teacher Salary	\$92,096	\$102,143
Average Principal Salary (Elementary)	\$111,786	\$128,526
Average Principal Salary (Middle)	\$117,636	\$133,574
Average Principal Salary (High)	\$120,003	\$147,006
Superintendent Salary	\$280,000	\$284,736
Percent of Budget for Teacher Salaries	28.00%	33.00%
Percent of Budget for Administrative Salaries	9.00%	5.00%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/> .

Teacher Salary Chart**Principal Salary Chart**



Last updated: 1/15/2021

Advanced Placement (AP) Courses (School Year 2019–2020)**Percent of Students in AP Courses** 51.40%

Subject	Number of AP Courses Offered*
Computer Science	3
English	4
Fine and Performing Arts	1
Foreign Language	3
Mathematics	4
Science	1
Social Science	3
Total AP Courses Offered*	19

*Where there are student course enrollments of at least one student.

Last updated: 1/14/2021

Professional Development

Measure	2018–2019	2019–2020	2020–2021
Number of school days dedicated to Staff Development and Continuous Improvement	7	6	7

Questions: SARC TEAM | sarc@cde.ca.gov | 916-319-0406

California Department of Education
1430 N Street
Sacramento, CA 95814



[SARC Home](#) » Downtown Charter Academy

2019–2020 School Accountability Report Card

About This School

[Translation Disclaimer](#)

Contact Information (School Year 2020–2021)

Select Language ▼

Powered by [Google Translate](#)

District Contact Information (School Year 2020–2021)

District Name Oakland Unified

Phone Number (510) 879-8200

Superintendent Kyla Johnson-Trammell

Email Address kyla.johnson@ousd.org

Website <http://www.ousd.org>

School Contact Information (School Year 2020–2021)

School Name Downtown Charter Academy

Street 2000 Dennison St.

City, State, Zip Oakland, Ca, 94606-5201

Phone Number 510-535-1580

Principal Claudia Lee, Site Administrator

Email Address gborja@amethodschools.org

Website www.amethodschools.org

**County-District-School
(CDS) Code** 01612590129635

Last updated: 1/15/2021

School Description and Mission Statement (School Year 2020–2021)

our MISSION

To provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond.

School Description

At AMPS Downtown Charter Academy, we serve over 326 students from sixth through eighth grades. We believe all students can achieve their academic goals, attend college, and succeed in life.

We pride ourselves on being one of the highest performing public middle schools in Alameda County. We provide a structured learning environment for our students that is heavily focused on daily attendance, educator effectiveness, and test-score data. Our mission is to foster a culture of hard work and prepare our students in a manner that will help them excel in high school and attend the college of their dreams.

Educational After-School Activities

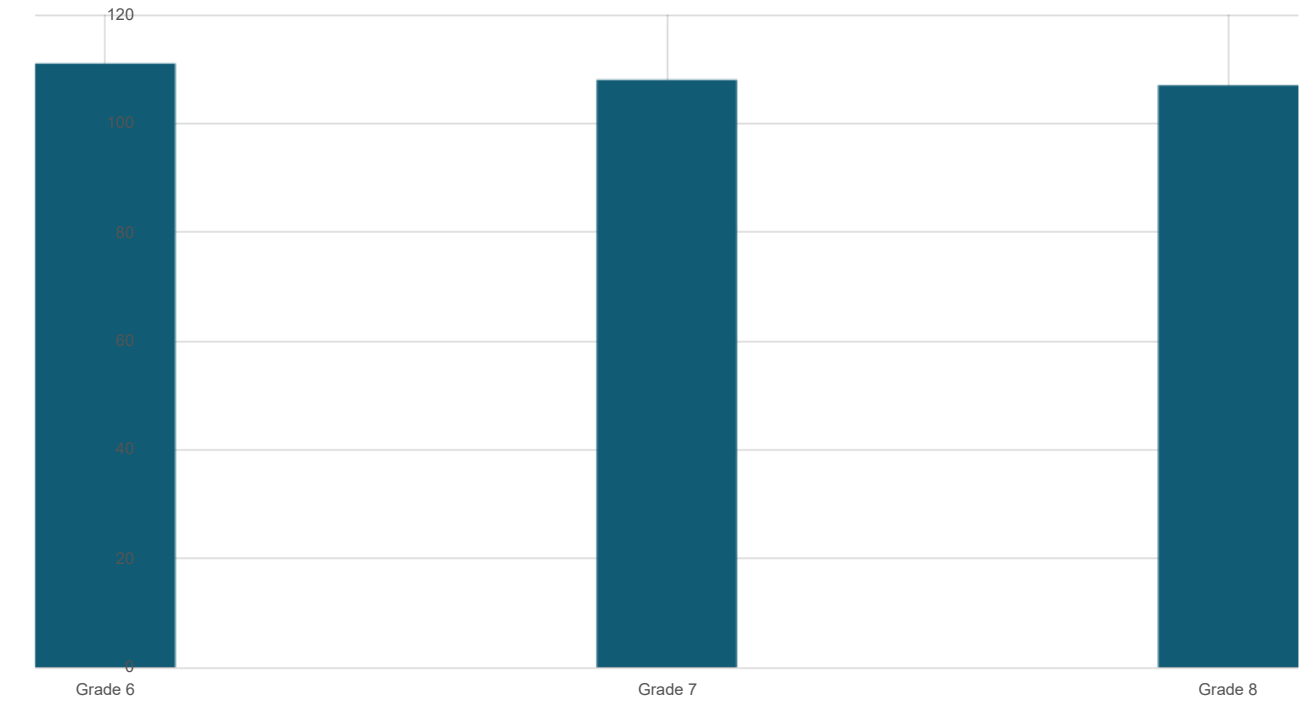
We offer a wide variety of activities every day including: homework help and tutoring, instrumental music, plastic and poerforming arts, coding, basketball, mindfulness and more!

DCA is a proud partner of The John Hopkins University Center for Talented Youth that gives students the opportunity to participate in college-level summer programs and online courses.

Last updated: 1/15/2021

Student Enrollment by Grade Level (School Year 2019–2020)

Grade Level	Number of Students
Grade 6	111
Grade 7	108
Grade 8	107
Total Enrollment	326



Last updated: 1/15/2021

Student Enrollment by Student Group (School Year 2019–2020)

Student Group	Percent of Total Enrollment
Black or African American	9.50 %
American Indian or Alaska Native	%
Asian	70.90 %
Filipino	0.90 %
Hispanic or Latino	16.60 %
Native Hawaiian or Pacific Islander	0.30 %
White	1.20 %
Two or More Races	0.60 %

Student Group (Other)	Percent of Total Enrollment
Socioeconomically Disadvantaged	77.60 %
English Learners	12.90 %
Students with Disabilities	6.70 %
Foster Youth	%
Homeless	0.30 %
Questions: SARC TEAM sarc@cde.ca.gov 916-319-0406	
California Department of Education 1430 N Street Sacramento, CA 95814	

2019–2020 School Accountability Report Card Template (Word Version)

(To be used to meet the state reporting requirement
by February 1, 2021)

Prepared by:
California Department of Education
Analysis, Measurement, and Accountability Reporting Division

Posted to the CDE Website:
October 2020

Contact:
SARC Team
916-319-0406
sarc@cde.ca.gov

<p>Important!</p> <p>Please delete this page before using the SARC template</p>

School Accountability Report Card Reported Using Data from the 2019–2020 School Year California Department of Education

For ...School

Address: 4215 Foothill Blvd. Oakland, CA 94601 **Phone:**

Principal: Philip Ellingberg

Grade Span: 6-8

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF webpage at <https://www.cde.ca.gov/fq/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Throughout this document the letters DPL refer to data provided by the LEA, and the letters DPC refer to data provided by the CDE.

About This School

District Contact Information (School Year 2020–2021)

Entity	Contact Information
District Name	Oakland Unified
Phone Number	(510) 434-7790
Superintendent	Kyla Johnson Trammell
Email Address	Kyla.johnson@ousd.org
Website	http://www.ousd.org

School Contact Information (School Year 2020–2021)

Entity	Contact Information
School Name	Oakland Charter Academy
Street	4215 Foothill Blvd.
City, State, Zip	Oakland, CA, 94601
Phone Number	(510) 532-6751
Principal	Philip Ellingberg
Email Address	ellingberg@amethodschools.org
Website	www.amethodschools.org
County-District-School (CDS) Code	01612596111660

School Description and Mission Statement (School Year 2020–2021)

Narrative provided by the LEA

Amethod Public Schools (AMPS) seeks to prepare students to be driven individuals that take calculated risks for the good of their academic progress, families, and their community. In turn creating young men and women who persevere as they seek knowledge through college, community, and beyond. AMPS seeks to strengthen the character and academic skills needed for underserved students to excel competitively in schools and colleges in preparation to take up positions of responsibility and distinction in society. Central to the network's mission is the belief that all students can succeed in rigorous college-prep environments when provided with high expectations, capable educators and leaders, a disciplined commitment to academics, extended time for learning, and access to a wide range of enriching learning experiences. It is now a truism that an excellent college education is necessary for expanded opportunities in an increasingly competitive and global 21st century job market, and together as a school community we will persist to meet that challenge.

Student Enrollment by Grade Level (School Year 2019–2020)

Grade Level	Number of Students
Kindergarten	DPC
Grade 1	DPC
Grade 2	DPC
Grade 3	DPC
Grade 4	DPC
Grade 5	DPC
Grade 6	78
Grade 7	97
Grade 8	92
Ungraded Elementary	DPC
Grade 9	DPC
Grade 10	DPC
Grade 11	DPC
Grade 12	DPC
Ungraded Secondary	DPC
Total Enrollment	DPC

Student Enrollment by Student Group (School Year 2019–2020)

Student Group	Percent of Total Enrollment
Black or African American	11%
American Indian or Alaska Native	0
Asian	7%
Filipino	0
Hispanic or Latino	81%
Native Hawaiian or Pacific Islander	0
White	0
Two or More Races	2%
Socioeconomically Disadvantaged	90%
English Learners	32%
Students with Disabilities	
Foster Youth	
Homeless	

A. Conditions of Learning**State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials

Teachers	School 2018– 2019	School 2019– 2020	School 2020– 2021	District 2020– 2021
With Full Credential	0	0	7	DPL
Without Full Credential	0	0	3	DPL
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2018–2019	2019–2020	2020–2021
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0

Note: “Misassignments” refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

*Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2020–2021)

Year and month in which the data were collected: July 2020

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Springboard	Yes	0%
Mathematics	Open up resources	Yes	0%
Science	Foss	Yes	0%
History-Social Science	Discovery	Yes	0%
Foreign Language			0%
Health			0%
Visual and Performing Arts			0%
Science Laboratory Equipment (grades 9-12)	N/A	N/A	0%

Note: Cells with N/A values do not require data.

School Facility Conditions and Planned Improvements**Narrative provided by the LEA**

Our facility offers adequate classroom space, and office space. We emphasize building upkeep and painting every year. Our school also benefits from the City Beautification Program provided by the City of Oakland which offers a morning clean-up crew who clean the front of the school grounds at no charge to the school.

We take pride in our school and work to maintain a clean and welcoming presence. Children and staff take it upon themselves to keep OCA a clean and presentable school site. We require that each student perform clean-up duties in the classroom and school-wide to instill a sense of responsibility, school ownership, and pride. We also have a full-time janitorial service that cleans the school every evening. Students and lunch staff clean the dining areas and tables daily.

School Facility Good Repair Status

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: October 2020

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good			
Interior: Interior Surfaces	Good			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good			
Electrical: Electrical	Good			
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good			
Safety: Fire Safety, Hazardous Materials	Good			
Structural: Structural Damage, Roofs	Good			
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good			

Overall Facility Rate

Year and month of the most recent FIT report: October 2020

Overall Rating

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018– 2019	School 2019– 2020	District 2018– 2019	District 2019– 2020	State 2018– 2019	State 2019– 2020
English Language Arts/Literacy (grades 3-8 and 11)	DPC	N/A	DPC	N/A	DPC	N/A
Mathematics (grades 3-8 and 11)	DPC	N/A	DPC	N/A	DPC	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

**CAASPP Test Results in ELA by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and High School
Percentage of Students Meeting or Exceeding the State Standard**

Subject	School 2018– 2019	School 2019– 2020	District 2018– 2019	District 2019– 2020	State 2018– 2019	State 2019– 2020
Science (grades 5, 8 and high school)	DPC	N/A	DPC	N/A	DPC	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: The new California Science Test (CAST) was first administered operationally in the 2018–2019 school year.

**CAASPP Test Results in Science by Student Group
Grades Five, Eight, and High School (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Career Technical Education Programs (School Year 2019–2020)

Narrative provided by the LEA

Use this space to provide information about Career Technical Education (CTE) programs as follows:

- A list of programs offered by the school district in which pupils at the school may participate and that are aligned to the model curriculum standards adopted pursuant to Education Code Section 51226; and
- A list of program sequences offered by the school district. The list should identify courses conducted by a regional occupational center or program, and those conducted directly by the school district; and
- A listing of the primary representative of the district's CTE advisory committee and the industries represented on the committee.

Career Technical Education (CTE) Participation (School Year 2019–2020)

Measure	CTE Program Participation
Number of Pupils Participating in CTE	DPC
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	DPC
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	DPC

Courses for University of California (UC) and/or California State University (CSU) Admission

UC/CSU Course Measure	Percent
2019–2020 Pupils Enrolled in Courses Required for UC/CSU Admission	DPC
2018–2019 Graduates Who Completed All Courses Required for UC/CSU Admission	DPC

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

California Physical Fitness Test Results (School Year 2019–2020)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
5	N/A	N/A	N/A
7	N/A	N/A	N/A
9	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-56-20 was issued which waived the requirement to administer the physical fitness performance test for the 2019–2020 school year.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2020–2021)

Narrative provided by the LEA

The Family Staff Team (FST) is composed of staff, community and more importantly of parents whom are “potential transformers” and are ready to serve as a team to assure that academic performance and student success through measurable deliverables remain the top driver in inner-city charter schools. All the members of the group seek improvement in the community as a whole, inspired by the power of school choice and accountability. The group meets regularly to identify matters that are pertinent to the families and local charter school community and make recommendations to the governance board regarding programming, education activities, supplemental activities, and expenditures for programs at Oakland Charter Academy (OCA).

In addition, we make educating your child our highest priority and we require that families make the same commitment. That requires that often our staff and volunteers will make themselves available above and beyond the traditional school hours and also that families commit to supporting the efforts of the school and have their child attend school every day, on time and ready to learn. Although at times, it may be inconvenient for staff and families, our students' success makes these inconveniences worthwhile.

Parents have various means in which to get involved at OCA. We have families attend a minimum, two-parent informational meetings. These meetings discuss topics such as college admissions, high school placements, and state test data, curriculum updates and LCAP approval

Most importantly, we encourage parents to become involved in their children's education at home by assuring that their child is completing their assigned work and by making sure that their child leaves home for school at an appropriate time.

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2016–2017	School 2017–2018	School 2018–2019	District 2016–2017	District 2017–2018	District 2018–2019	State 2016–2017	State 2017–2018	State 2018–2019
Dropout Rate	DPC	DPC	DPC	DPC	DPC	DPC	DPC	DPC	DPC
Graduation Rate	DPC	DPC	DPC	DPC	DPC	DPC	DPC	DPC	DPC

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017–2018	School 2018–2019	District 2017–2018	District 2018–2019	State 2017–2018	State 2018–2019
Suspensions	DPC	DPC	DPC	DPC	DPC	DPC
Expulsions	DPC	DPC	DPC	DPC	DPC	DPC

Suspensions and Expulsions for School Year 2019–2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019–2020	District 2019–2020	State 2019–2020
Suspensions	DPC	DPC	DPC
Expulsions	DPC	DPC	DPC

Note: The 2019–2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019–2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–2020 school year compared to prior years.

School Safety Plan (School Year 2020–2021)

Narrative provided by the LEA

The safety and security of our students and staff are top priorities for Amethod Public Schools (AMPS). Our school's "Safety Plan and Emergency Handbook" is updated regularly, and the most current review was August 2018. The safety plans contained within were reviewed with all faculty and staff in a staff training at the beginning of the school year and emergency procedures are re-visited throughout the year in staff training to reinforce the importance of knowing how to handle emergency situations. Teachers then informed students of the safety procedures and emergency plans. The basic safety plan conforms to the federally mandated National Incident Management System (NIMS) State-mandated Standardized Emergency Management System (SEMS) and is compliant with the Incident Command System (ICS). School administrators work closely with police, fire, emergency services and public health officials to ensure our Safety Plan and Emergency Handbook reflect appropriate practices and all schools are prepared for emergencies. Amethod Public Schools takes an all-hazards approach to emergency readiness. We are prepared to work in partnership with emergency responders should a critical incident occur in one of our schools. As such, drills (earthquake, fire evacuation, lockdown) are routinely practiced throughout the school year. All emergency equipment is regularly serviced and emergency first-aid supplies are always at the ready.

Our comprehensive emergency plan addresses a multitude of potential incidents, not because we expect them to occur, but because we want to be prepared in case they do. For security reasons, specific details are not made available to the public.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Elementary) (School Year 2017–2018)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	DPC	DPC	DPC	DPC
1	DPC	DPC	DPC	DPC
2	DPC	DPC	DPC	DPC
3	DPC	DPC	DPC	DPC
4	DPC	DPC	DPC	DPC
5	DPC	DPC	DPC	DPC
6	DPC	DPC	DPC	DPC
Other**	DPC	DPC	DPC	DPC

*Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) (School Year 2018–2019)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	DPC	DPC	DPC	DPC
1	DPC	DPC	DPC	DPC
2	DPC	DPC	DPC	DPC
3	DPC	DPC	DPC	DPC
4	DPC	DPC	DPC	DPC
5	DPC	DPC	DPC	DPC
6	DPC	DPC	DPC	DPC
Other**	DPC	DPC	DPC	DPC

*Number of classes indicates how many classes fall into each size category (a range of total students per class).

** “Other” category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) (School Year 2019–2020)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	DPC	DPC	DPC	DPC
1	DPC	DPC	DPC	DPC
2	DPC	DPC	DPC	DPC
3	DPC	DPC	DPC	DPC
4	DPC	DPC	DPC	DPC
5	DPC	DPC	DPC	DPC
6	DPC	DPC	DPC	DPC
Other**	DPC	DPC	DPC	DPC

*Number of classes indicates how many classes fall into each size category (a range of total students per class).

** “Other” category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Secondary) (School Year 2017–2018)

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	DPC	DPC	DPC	DPC
Mathematics	DPC	DPC	DPC	DPC
Science	DPC	DPC	DPC	DPC
Social Science	DPC	DPC	DPC	DPC

*Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2018–2019)

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	DPC	DPC	DPC	DPC
Mathematics	DPC	DPC	DPC	DPC
Science	DPC	DPC	DPC	DPC
Social Science	DPC	DPC	DPC	DPC

*Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2019–2020)

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	29.2	DPC	DPC	DPC
Mathematics	29.2	DPC	DPC	DPC
Science	29.2	DPC	DPC	DPC
Social Science	29.2	DPC	DPC	DPC

*Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Ratio of Pupils to Academic Counselor (School Year 2019–2020)

Title	Ratio
Pupils to Academic Counselor*	DPC

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Student Support Services Staff (School Year 2019–2020)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	0.3
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	0.1
Resource Specialist (non-teaching)	0.2
Other	

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2018–2019)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	12,452.312	5,025.149	7,427.164	53,004.304
District	N/A	N/A	DPL	DPC
Percent Difference – School Site and District	N/A	N/A	DPL	DPL
State	N/A	N/A	DPC	DPC
Percent Difference – School Site and State	N/A	N/A	DPL	DPL

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2019–2020)

Narrative provided by the LEA

Provide specific information about the types of programs and services available at the school that support and assist students.

Teacher and Administrative Salaries (Fiscal Year 2018–2019)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	DPC	DPC
Mid-Range Teacher Salary	DPC	DPC
Highest Teacher Salary	DPC	DPC
Average Principal Salary (Elementary)	DPC	DPC
Average Principal Salary (Middle)	DPC	DPC
Average Principal Salary (High)	DPC	DPC
Superintendent Salary	DPC	DPC
Percent of Budget for Teacher Salaries	DPC	DPC
Percent of Budget for Administrative Salaries	DPC	DPC

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/>.

Advanced Placement (AP) Courses (School Year 2019–2020)

Percent of Students in AP Courses: DPC

Subject	Number of AP Courses Offered*
Computer Science	DPC
English	DPC
Fine and Performing Arts	DPC
Foreign Language	DPC
Mathematics	DPC
Science	DPC
Social Science	DPC
Total AP Courses Offered*	DPC

*Where there are student course enrollments of at least one student.

Professional Development

Measure	2018–2019	2019–2020	2020–2021
Number of school days dedicated to Staff Development and Continuous Improvement	12	12	12



[SARC Home](#) » John Henry High

2019–2020 School Accountability Report Card

[Translation Disclaimer](#)

School Accountability Report Card Reported Using Data from the 2019–2020 School Year California Department of Education

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Sylvia Flores, Site Director

- Principal, John Henry High

JOHN HENRY



HIGH SCHOOL

About Our School

Dear Community,

On behalf of the entire staff and all of us at AMPS (Amethod Public Schools), it is with great pleasure that I welcome you to John Henry High School. Education is truly a partnership between school, home, and the community. Our goal is to support our students to grow intellectually, socially and emotionally, and to prepare them to succeed in a competitive world.

At AMPS we believe that a college education is the pathway to success and opportunity for every child. At JHHS, we offer a rigorous academic program coupled with a focus on character development to prepare our students for the demands of college, the workforce, and life. At AMPS we put students first. In order to fully serve the needs of our children we work as a team, with our teachers, classified staff, administrators, students, and parents. We encourage our students to make the most of their time with us by becoming active, involved, and by finding excitement in the adventure of lifelong learning.

We use research-based teaching methodologies in order for students to be prepared for the 21st century. We emphasize the fundamentals enhanced by technology, problem solving, cooperative learning, and critical thinking skills. In order to create an atmosphere conducive to exceptional learning, there must be structure, kindness, cooperation, and a common understanding of rules and procedures. At JHHS, we support our students to make thoughtful choices. Our students are encouraged to develop to their highest academic potential as well as to integrate social responsibility and respect as a part of their daily lives. It is our goal to make sure that a challenging, nurturing, and enjoyable work setting is provided for all students.

If at any time you have questions, please do not hesitate to contact me or a member of my staff so that we can assist you.

Best,

Sylvia Flores
Site Director
AMPS - John Henry High

Contact

John Henry High
1402 Marina Way South
Richmond, CA 94804-2411

Phone: 510-235-2439

Email: jhsinfo@amethodschools.org

About This School

Contact Information (School Year 2020–2021)

District Contact Information (School Year 2020–2021)	
District Name	SBE - John Henry High
Phone Number	(510) 235-2439
Superintendent	Evelia Villa
Email Address	evilla@amethodschools.org

Website <http://jhhs.amethodschools.org>

School Contact Information (School Year 2020–2021)

School Name John Henry High

Street 1402 Marina Way South

City, State, Zip Richmond, Ca, 94804-2411

Phone Number 510-235-2439

Principal Sylvia Flores, Site Director

Email Address jhhsinfo@amethodschools.org

Website jhhs.amethodschools.org

**County-District-School
(CDS) Code** 07773540132233

Last updated: 1/12/2021

School Description and Mission Statement (School Year 2020–2021)

John Henry High School

At AMPS John Henry High School, we are committed to our students' academic success and developing a strong community of learners.

Established in 2015, John Henry High is located in Richmond, CA on the same campus as Benito Juarez Elementary and Richmond Charter Academy. The school is named after the "everyman" folk hero John Henry, known for his strong determination and "work hard" attitude, a message that we seek to instill in every child. JHHS opened in the fall of 2015 with a 9th-and 10th-grade student body. Along with rigorous college (A-G aligned) courses, John Henry High School also offers clubs, community service opportunities, and a sports program. Over 90% of graduating seniors have been accepted to four-year universities and colleges.

Here at JHHS, we believe all students can succeed in a rigorous college-prep environment when provided with effective educators, personalized attention, and a disciplined commitment to academics. We believe in fostering a culture of hard

work and preparing our students in a manner that will help them excel in life and attend the college of their dreams.

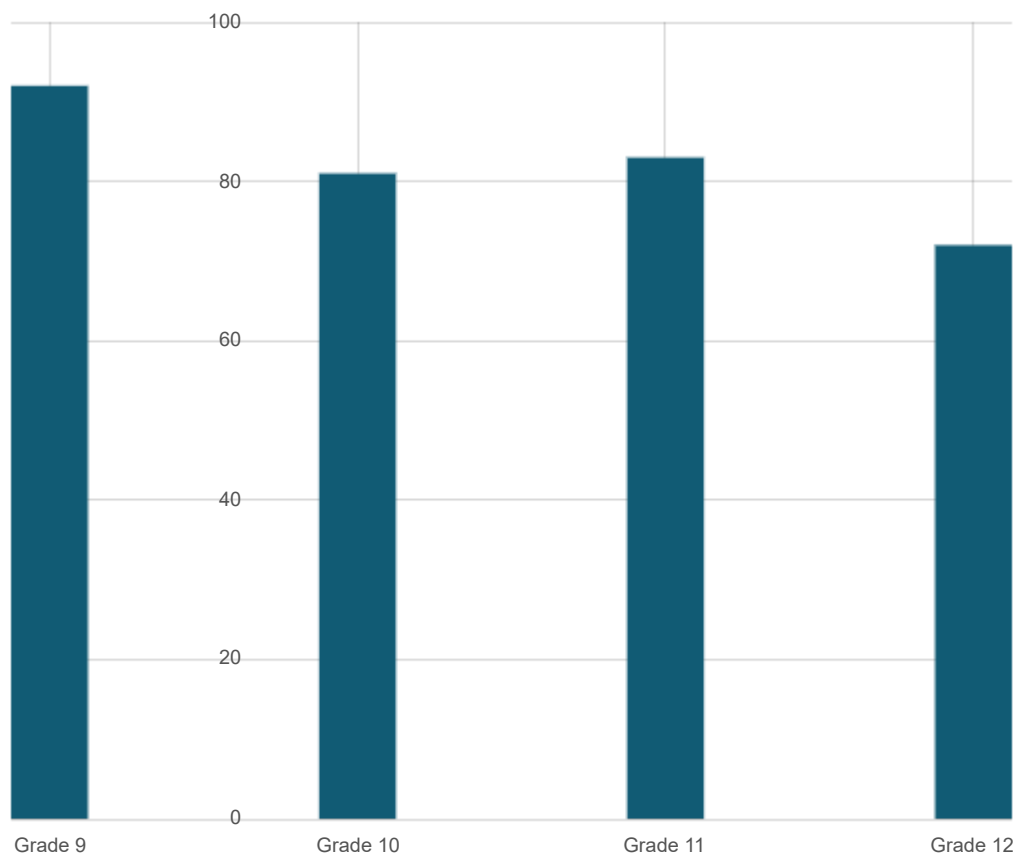
Mission

Our mission is to provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond.

Last updated: 1/12/2021

Student Enrollment by Grade Level (School Year 2019–2020)

Grade Level	Grade 9	Grade 10	Grade 11	Grade 12	Total Enrollment
Number of Students	92	81	83	72	328



Last updated: 1/12/2021

Student Enrollment by Student Group (School Year 2019–2020)

Student Group	Black or African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or La
Percent of Total Enrollment	3.00 %	0.00 %	0.90 %	0.30 %	95.40 %
	◀ ▶				
Student Group (Other)	Socioeconomically Disadvantaged	English Learners	Students with Disabilities	Foster Youth	
Percent of Total Enrollment	92.70 %	22.90 %	5.80 %	0.00 %	
	◀ ▶				

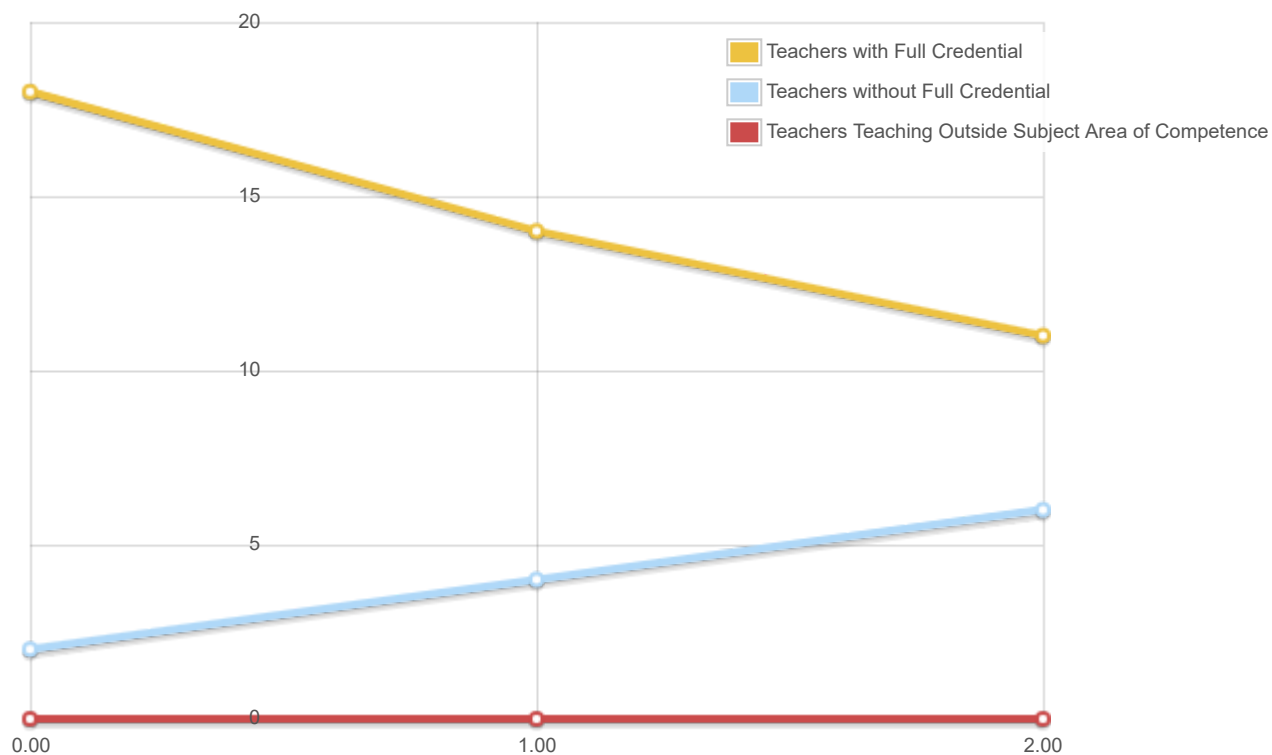
State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials

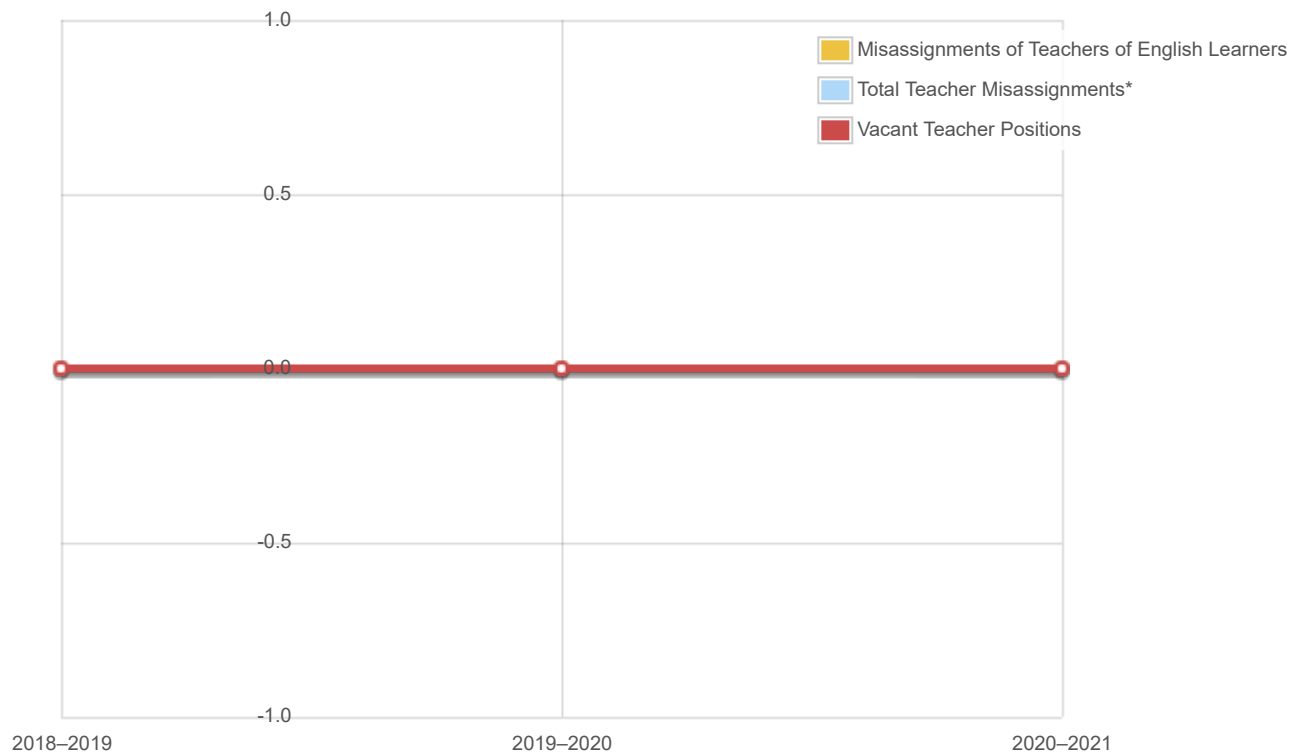
Teachers	School 2018– 2019	School 2019– 2020	School 2020– 2021	District 2020– 2021
With Full Credential	18	14	11	11
Without Full Credential	2	4	6	6
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0



Last updated: 1/16/2021

Teacher Misassignments and Vacant Teacher Positions

Indicator	2018–2019	2019–2020	2020–2021
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0



Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Last updated: 1/16/2021

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2020–2021)

Year and month in which the data were collected: August 2020

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	9th Springboard/College Board 10th Springboard - College Board 11th Springboard - College Board Writing America: Language and Composition in Context AP Edition 12th Expository Reading and Writing (CSU) The Bedford Introduction to Literature 10th Ed - Bedford Inside the USA (Newcomers) Voyager Sopris Newcomers English 3D - Houghton Mifflin Harcourt	Yes	0.00 %
Mathematics	CPM Educational Programs: Algebra 1, Geometry, Algebra 2 PreCalculus: Calculus 1 with Precalculus - Houghton Mifflin Harcourt Calculus: Early Transcendental Functions 6th Ed - Larson & Edwards	Yes	0.00 %
Science	Modern Chemistry - Holt, Rhinehardt & Winston Biology: The Dynamics of Life Glencoe Glencoe Physical Science - McGraw-Hill Physics - Holt	Yes	0.00 %
History-Social Science	The World's History 5th Ed - Spodek The American Pageant 14th Ed - Cengage Learning The Challenge of Democracy: Government in America 9th Ed - Houghton Mifflin Harcourt Psychology: AP Edition TCI: History Alive TCI: Economics	Yes	0.00 %
Foreign Language	Avancemos: Spanish 1, Spanish 2, Spanish 3, Spanish 4 - Houghton Mifflin Harcourt Temas: AP Spanish Edition - VHL French: T'es branché: Level 1, Level 2 - Carnegie Learning	Yes	0.00 %

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Health	Physical Education classes are offered to ensure all students meet the two year Physical Education requirement set by our Board and the CA Department of Education. Teachers follow the Physical Education Guidelines from the State of California, including Health topics appropriate for High School students. Partnership with Plan Parenthood for Sex Education (18 lessons/Spring Semester) for 10th Graders Partnership with Teens for Life: Workshops on Self Care and Suicide Prevention for 9th Graders	Yes	0.00 %
Visual and Performing Arts	Graphic Design - Adobe Illustrator, Photoshop, Other Visual Arts - Online, print, and art supplies (Blick Art Materials, etc.)	Yes	0.0 %
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0.0 %

Note: Cells with N/A values do not require data.

Last updated: 1/16/2021

School Facility Conditions and Planned Improvements

John Henry High takes great efforts to ensure that the school is clean, safe, and functional. To assist in this effort, our Charter Management Organization uses a facility survey instrument in accordance with the State of California OPSC. The results of this survey are available at the school office.

The school opened in 2015 and moved into it's current location in 2017. All areas of the school are in "good" status as it is a relatively new construction.

AMPS and JHHS maintenance staff ensures that the repairs necessary to keep the school in good repair and working order are completed in a timely manner. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority. The Site Director at the school works with the custodial staff to develop cleaning schedules to ensure a clean and safe school.

Last updated: 1/16/2021

School Facility Good Repair Status

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: August 2020

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	No repair needed.
Interior: Interior Surfaces	Good	No repair needed.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	No repair needed.
Electrical: Electrical	Good	No repair needed.
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good	No repair needed.
Safety: Fire Safety, Hazardous Materials	Good	No repair needed.
Structural: Structural Damage, Roofs	Good	No repair needed.
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	No repair needed.

Overall Facility Rate

Year and month of the most recent FIT report: August 2020

Overall Rating	Exemplary
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Last updated: 1/16/2021

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and

- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students

Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018– 2019	School 2019– 2020	District 2018– 2019	District 2019– 2020	State 2018– 2019	State 2019– 2020
English Language Arts / Literacy (grades 3-8 and 11)	68%	N/A	36%	N/A	50%	N/A
Mathematics (grades 3-8 and 11)	21%	N/A	25%	N/A	39%	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Last updated: 1/16/2021

CAASPP Test Results in ELA by Student Group**Grades Three through Eight and Grade Eleven (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/16/2021

CAASPP Test Results in Mathematics by Student Group**Grades Three through Eight and Grade Eleven (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waives the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/16/2021

CAASPP Test Results in Science for All Students**Grades Five, Eight and High School****Percentage of Students Meeting or Exceeding the State Standard**

Subject	School 2018–2019	School 2019–2020	District 2018–2019	District 2019–2020	State 2018–2019	State 2019–2020
Science (grades 5, 8, and high school)	20	N/A	18	N/A	30	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: The new California Science Test (CAST) was first administered operationally in the 2018–2019 school year.

Last updated: 1/16/2021

CAASPP Tests Results in Science by Student Group**Grades Five, Eight and High School (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/16/2021

Career Technical Education (CTE) Participation (School Year 2019–2020)

Measure	CTE Program Participation
Number of Pupils Participating in CTE	
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	--
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	--

Last updated: 1/16/2021

Courses for University of California (UC) and/or California State University (CSU) Admission

UC/CSU Course Measure	Percent
2019–2020 Pupils Enrolled in Courses Required for UC/CSU Admission	99.69%
2018–2019 Graduates Who Completed All Courses Required for UC/CSU Admission	1.30%

State Priority: Other Pupil Outcomes

Last updated: 1/16/2021

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

California Physical Fitness Test Results (School Year 2019–2020)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
9	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-56-20 was issued which waived the requirement to administer the physical fitness performance test for the 2019–2020 school year.

Last updated: 1/16/2021

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2020–2021)

John Henry High holds parent meetings on a monthly basis where parents can learn about school updates, volunteer opportunities, extracurricular activities, and information regarding the college preparatory curriculum and the college application process. Parents are encouraged to ask questions and share concerns. We also invite parents to share input, perspectives, and ideas with the school, through online and paper surveys. These surveys are conducted on a quarterly basis.

All parents are encouraged to participate in the Family Staff Team meetings held quarterly. At these meetings, parents can gain in-depth knowledge about school processes, goals, budget, and how the school uses its Local Control Accountability Plan funds to improve school culture, climate, and academic outcomes for all students. Parents are also invited to become part of the ELAC and DELAC meetings, which are held monthly and quarterly, respectively. Parents are asked and encouraged to provide input on how the school can change its programs or funding formula to better meet the needs of all students.

We are able to contact parents via phone, text messages, and email using our Student Information System, the Remind App, and social media platforms. John Henry High has translation services for all types of communication and at meetings to ensure that all parents are able to express their opinions and understand what is being discussed.

John Henry High also has a dedicated Community Outreach Coordinator who responds to all concerns, questions, and input from families as well as disseminates information for those parents who might not have been able to attend meetings and are requesting information.

To get involved, please contact Ms. Flores through email at jhhsinfo@amethodschools.org or by calling (510) 235-2439.

Last updated: 1/16/2021

State Priority: Pupil Engagement

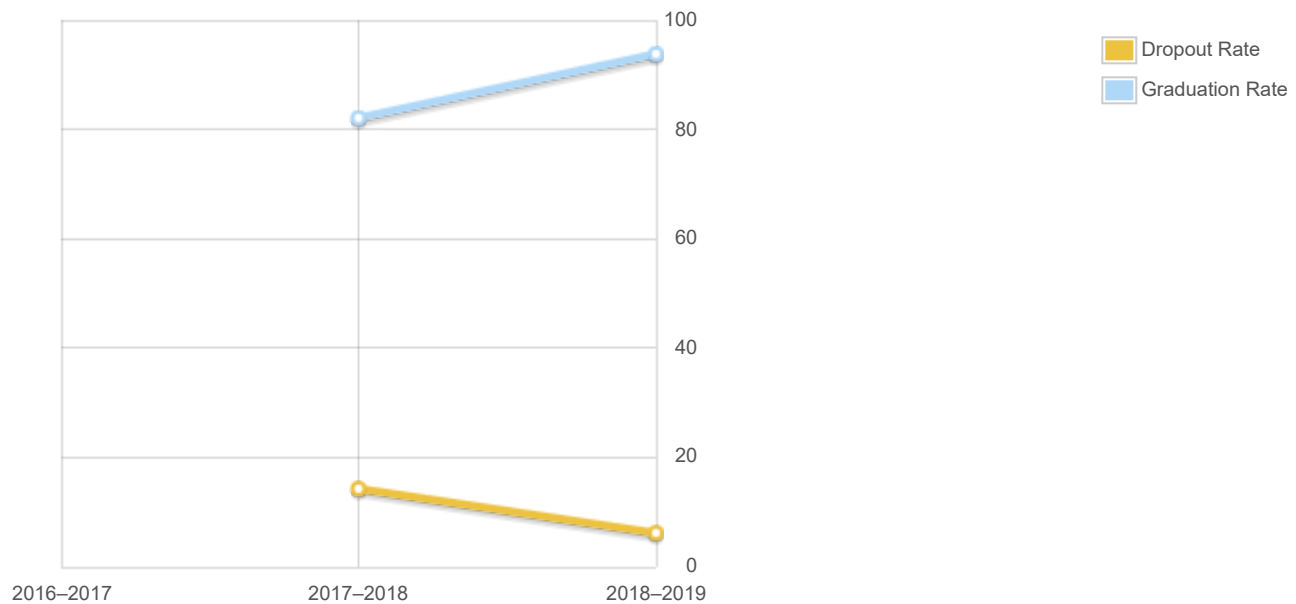
The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2016– 2017	School 2017– 2018	School 2018– 2019	District 2016– 2017	District 2017– 2018	District 2018– 2019	State 2016– 2017	State 2017– 2018	State 2018– 2019
Dropout Rate	--	14.30%	6.20%	7.50%	8.50%	--	9.10%	9.60%	9.00%
Graduation Rate	--	82.10%	93.80%	80.20%	79.50%	--	82.70%	83.00%	84.50%

Dropout/Graduation Rate (Four-Year Cohort Rate) Chart



Last updated: 1/16/2021

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	Suspensions	Expulsions
School 2017-2018	5.20%	0.00%
	7.70%	0.00%
School 2018-2019	5.80%	0.00%
	5.60%	0.00%
District 2017-2018	3.50%	0.10%
	3.50%	0.10%

State
2017-2018

Suspensions and Expulsions for School Year 2019-2020 Only

State
2018-2019

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	Suspensions	Expulsions
School 2019–2020	3.30%	0.00%
	5.60%	0.00%
District 2019–2020	--	--

**State
2019–2020**

Note: The 2019–2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019–2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–2020 school year compared to prior years.

Last updated: 1/16/2021

School Safety Plan (School Year 2020–2021)

The safety and security of our students and staff are top priorities for John Henry High.

Our school's Comprehensive Safety Plan was reviewed and updated in March 2020.

The safety plans contained within were reviewed with all faculty and staff in a staff training at the beginning of the school year and emergency procedures are re-visited throughout the year in staff trainings to reinforce the importance of knowing how to handle emergency situations. The school regularly holds drills for fire, earthquake and lockdown situations; before, during and after these drills, teachers inform students of the safety procedures and emergency plans for the various scenarios. The basic safety plan conforms to the federally mandated National Incident Management System (NIMS) State mandated Standardized Emergency Management System (SEMS) and is compliant with the Incident Command System (ICS).

School administrators work closely with police, fire, emergency services and public health officials to ensure our Comprehensive Safety Plan and Emergency Handbook reflect appropriate practices and that all schools are prepared for emergencies. Amethood Public Schools takes an all-hazards approach to emergency readiness. We are prepared to work in partnership with emergency responders should a critical incident occur in one of our schools. All emergency equipment is regularly serviced and emergency first-aid supplies are always at the ready. Our Comprehensive Safety Plan and Emergency Handbook address a multitude of potential incidents, not because we expect them to occur, but because we want to be prepared in case they do.

Elements of the Comprehensive Safety Plan:

SECTION 1: School Safety/Climate Team

SECTION 2: School Safety Plan Goals

SECTION 3: Safety Policies & Procedures

SECTION 4: Emergency Disaster Procedures & Drills

Last updated: 1/16/2021

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Secondary) (School Year 2017–2018)

Subject	English	Mathematics	Science	Social Science
Average Class Size	27.00	18.00	26.10	24.20
Number of Classes * 1-22	0	10	1	0
Number of Classes * 23-32	9	5	9	11
	0	0	0	0

**Number of Classes *
33+** * Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2018–2019)

Subject	English	Mathematics	Science	Social Science
Average Class Size	26.00	25.00	26.00	26.00
Number of Classes * 1-22	4	4	2	0
Number of Classes * 23-32	11	8	10	14
	0	0	0	0

**Number of Classes *
33+** * Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2019–2020)

Subject	English	Mathematics	Science	Social Science
Average Class Size	24.00	17.10	25.10	26.00
Number of Classes * 1-22	5	12	3	3
Number of Classes * 23-32	9	4	8	9
	0	0	0	0

**Number of Classes *
33+**

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Last updated: 1/16/2021

Ratio of Pupils to Academic Counselor (School Year 2019–2020)

Title	Ratio
Pupils to Academic Counselor*	160.0

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/16/2021

Student Support Services Staff (School Year 2019–2020)

	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2.50
Library Media Teacher (Librarian)	0.00
Library Media Services Staff (Paraprofessional)	0.00
Psychologist	0.20
Social Worker	0.00
Nurse	0.00
Speech/Language/Hearing Specialist	0.20
Resource Specialist (non-teaching)	1.00
Other	4.00

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/16/2021

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2018–2019)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$14388.00	\$3456.00	\$10931.00	\$53540.00
District	N/A	N/A	--	\$74094.00
Percent Difference – School Site and District	N/A	N/A	--	20554.00%
State	N/A	N/A	\$7750.12	\$83052.00
Percent Difference – School Site and State	N/A	N/A	3181.00%	29512.00%

Note: Cells with N/A values do not require data.

Last updated: 1/16/2021

Types of Services Funded (Fiscal Year 2019–2020)

John Henry High provides various supports including content focused and language support tutors, dedicated aides and after school programs. The school employs two full-time college and career counselors. These counselors provide robust support to students regarding future plans and opportunities. Additionally, the counselors prepare workshops on financial aid, post-secondary school options, and the UC/CSU A-G course requirements as well as other facets of the college process for all students and families. Additionally, John Henry High employs three paraprofessionals, most being bilingual tutors that support students with academic support. The school also has a part-time wellness counselor who provides emotional support for students and parents, as well several small group and community workshops throughout the year. John Henry High uses funds to provide a robust English Language Development program to support a growing number of newcomer students, English Language Learners, as well as those who are considered LTELs. We also provide various technology applications to individualize instruction and supports based on student needs.

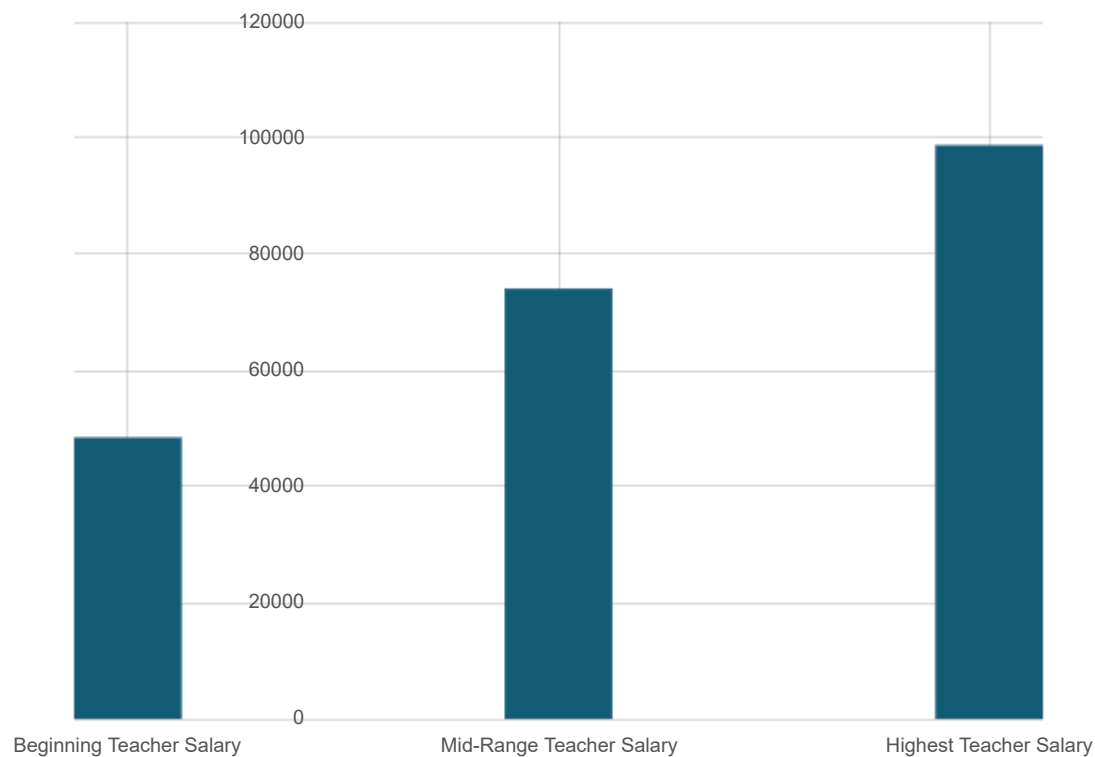
Last updated: 1/16/2021

Teacher and Administrative Salaries (Fiscal Year 2018–2019)

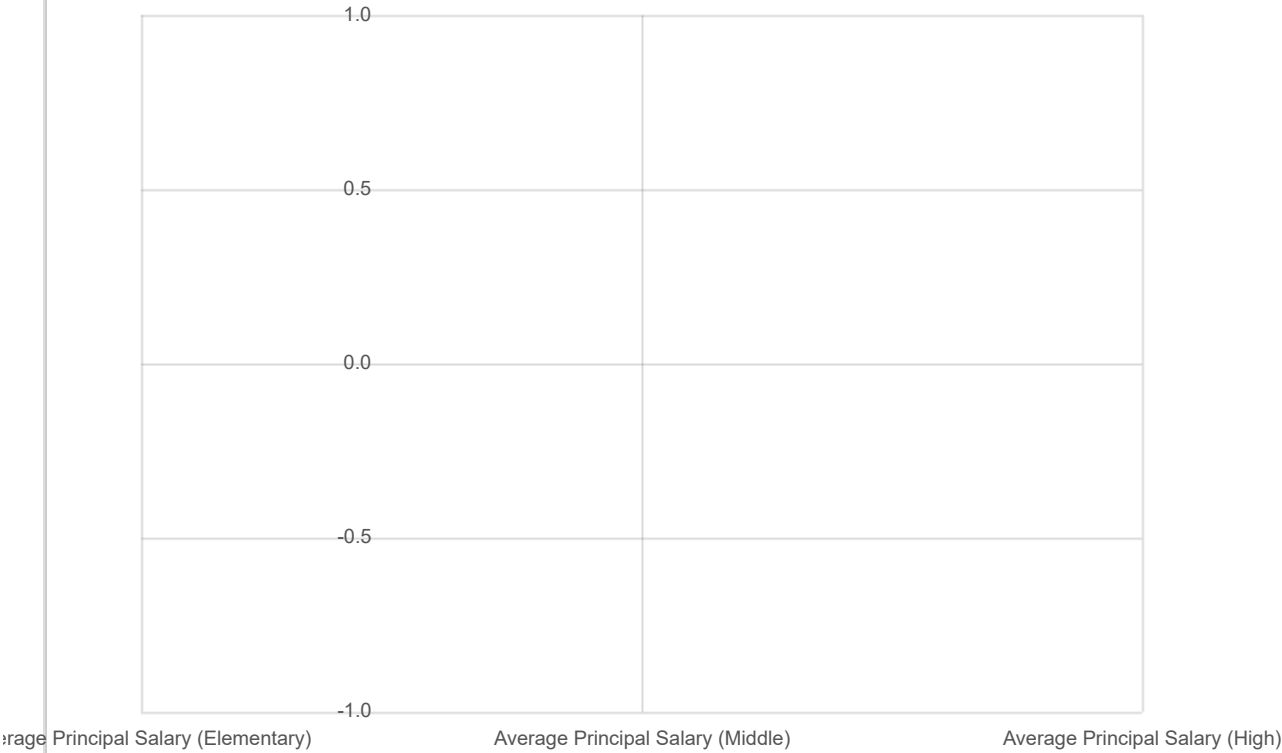
Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48,469	\$50,029
Mid-Range Teacher Salary	\$74,094	\$77,680
Highest Teacher Salary	\$98,800	\$102,143
Average Principal Salary (Elementary)	--	\$128,526
Average Principal Salary (Middle)	--	\$133,574
Average Principal Salary (High)	--	\$147,006
Superintendent Salary	\$260,000	\$284,736
Percent of Budget for Teacher Salaries	--	33.00%
Percent of Budget for Administrative Salaries	--	5.00%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/> .

Teacher Salary Chart



Principal Salary Chart



Last updated: 1/16/2021

Advanced Placement (AP) Courses (School Year 2019–2020)

Percent of Students in AP Courses 25.40%

Subject	Number of AP Courses Offered*
Computer Science	0
English	2
Fine and Performing Arts	0
Foreign Language	1
Mathematics	1
Science	0
Social Science	1
Total AP Courses Offered*	5

*Where there are student course enrollments of at least one student.

Last updated: 1/16/2021

Professional Development

Measure	2018– 2019	2019–2020	2020–2021
Number of school days dedicated to Staff Development and Continuous Improvement	30	25	37

Questions: SARC TEAM | sarc@cde.ca.gov | 916-319-0406

California Department of Education
1430 N Street
Sacramento, CA 95814



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2019–2020 School Accountability Report Card

[Translation Disclaimer](#)

School Accountability Report Card

Reported Using Data from the 2019–2020 School Year

California Department of Education

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

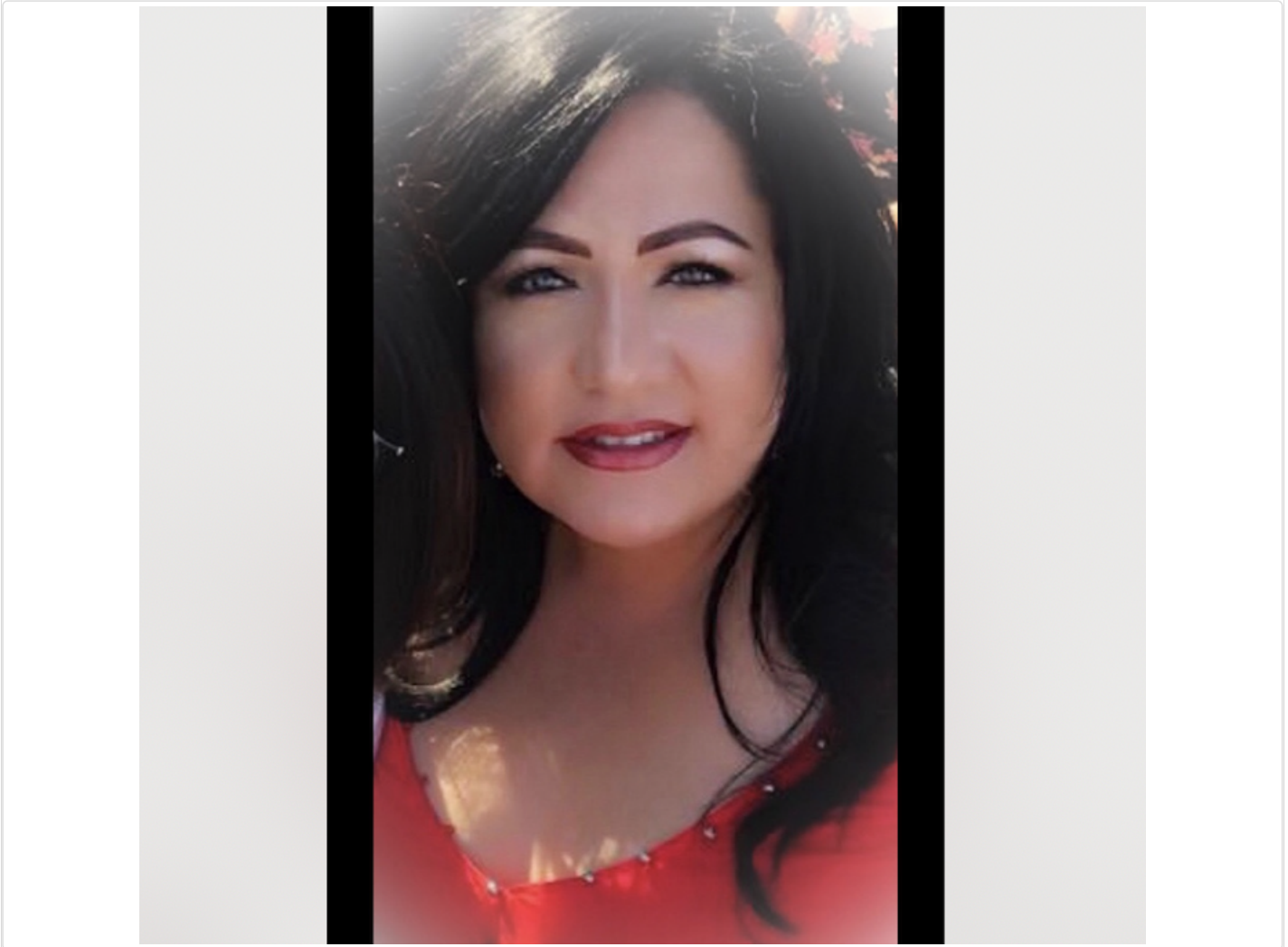
DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Anjelica Zermeno, Site Administrator

- Principal, Richmond Charter Academy



About Our School

Dear Titan Community Members,

I would like to personally welcome you to the 2020-21 school year, while this year has presented us with historical challenges there is no doubt in my mind that as a family (and with the necessary supports) we will overcome. It has truly been my pleasure to lead and serve our amazing families.

At AMPS our very motto is "Honor Hard Work." We believe in doing what is necessary for becoming innovative individuals that take risks for the good of our overall success. We believe in the development of the whole child by focusing on building character, community, and providing rigorous instruction in academics, arts, and 21st-century skills. If we explicitly teach necessary problem solving, communication, and social skills, our students will be able to thrive in middle school, high school, college, and beyond. Achievement of this mission requires that we collaborate as a community to boldly rethink education. As we come together to implement this noble aim, (even in the midst of turbulent times) we will also make success attainable for all students while preparing the next generation to solve the challenges of tomorrow. The only true route to success is through a strong and healthy partnership between home and school.

Turbulent times calls for a team that comes together to encourage and support one another, to do what our very school is made for. The RCA Faculty remains relentless in their work to ensure this COVID-19 year is barrier free by creating a multi-tiered system of support that offers supports for every child, parent and faculty member. Schedules this school year were created to ensure every child receives virtual core instruction at the highest levels with support systems infused in the day. Teachers offer office sessions to connect on a level that serves students in individual and small group setting, increased mental health, mindfulness and social support systems for faculty, students and families. Parent University Nights, Coffee Chats and weekly library and material drive throughs are conducted to ensure students and families receive the materials necessary to support be successful at home. Additionally, we know that during times of darkness, there is light. RCA believes in honoring hard work and bringing light to our families in a way that encourages success in learning. Families and students receive yard signs, medals, and awards that remind them of their potential and amazing capabilities.

Together, we have the dual responsibility of holding ourselves accountable while amplifying our students' voices. It is critical for students and families to understand how positive choices impact learning expectations and influence productive outcomes. As such, we encourage our families to make the choice to fight on, we are AMPS STRONG! At RCA, we represent ourselves, our family, and our school by committing to our core values of being adaptable, perseverance, being responsible, and a commitment to distinction.

Together we will succeed and overcome!

Respectfully,
Anjelica Zermeño
Site Director

Contact

Richmond Charter Academy
1450 Marina Way South
Richmond, CA 94804-1718

Phone: 510-436-0172

Email: azermeno@amethodschools.org

About This School

Contact Information (School Year 2020–2021)

District Contact Information (School Year 2020–2021)	
District Name	West Contra Costa Unified
Phone Number	(510) 231-1100
Superintendent	Matthew Duffy
Email Address	matthew.duffy@wccusd.net
Website	www.wccusd.net

School Contact Information (School Year 2020–2021)	
School Name	Richmond Charter Academy
Street	1450 Marina Way South
City, State, Zip	Richmond, Ca, 94804-1718
Phone Number	510-436-0172
Principal	Anjelica Zermeno, Site Administrator
Email Address	azermeno@amethodschools.org
Website	www.amethodschools.org
County-District-School (CDS) Code	07617960126805

Last updated: 1/17/2021

School Description and Mission Statement (School Year 2020–2021)

Richmond Charter Academy is one of six Amethod Public Schools (AMPS). AMPS is a 501(c)(3) tax exempt non-profit public benefit corporation that was founded in Oakland in 1993 with the intent to create charter schools that produce academic results and reduce the achievement disparity that exists among the different student

subgroups. The organization's flagship school Oakland Charter Academy, is the oldest charter school in the city of Oakland, and the 12th school chartered in the state of California. For over twenty years AMPS has been serving the Bay Area families with effective academic programs that produce life changing results. It is the objective of the charter school organization to create a positive school environment where being diligent and taking personal responsibility is the norm. AMPS demonstrates that public schools at any level can produce successful students if they are operated in small and organized settings. It is the organizational belief that any child can be successful if they receive the proper education.

Richmond Charter Academy's mission is to advance students' motivation and belief in academic achievement while in pursuit of a thriving future. We are a free and public charter school that believes in the promise of hardworking students from diverse perspectives, socio-economic status, backgrounds, and talents. RCA will provide a rigorous college preparatory education to all students who wish to attend, yet will specifically outreach to those families that live in low income areas, survive below the poverty line, or whose parents have never attended college. The school will serve students in grade six through grade eight with the goal of achieving higher academic results than those neighboring campuses focusing on rigorous state aligned academic programs, accountability and excellence. RCA is a proud partner of The John Hopkins University Center for Talented Youth that gives students the opportunity to participate in college-level summer programs and online courses

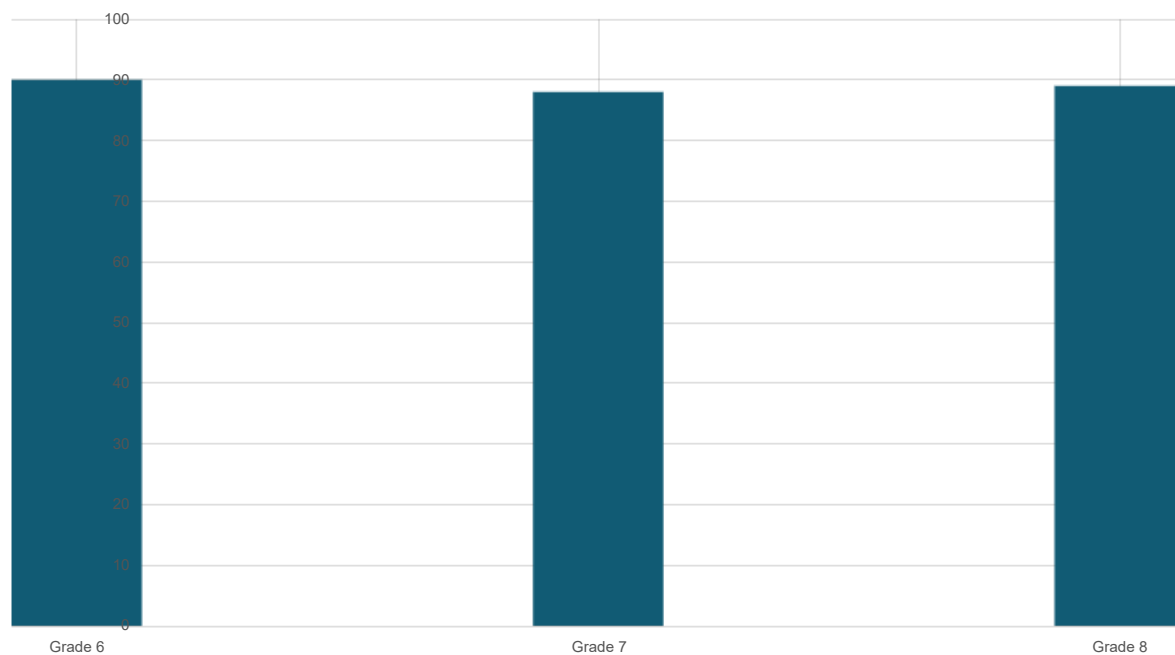
Our core values represent the pillars that guide the mission of the AMPS organization:

1. Students First
2. Be Adaptable
3. Persevere
4. Take Responsibility
5. Commitment to Distinction

Last updated: 1/16/2021

Student Enrollment by Grade Level (School Year 2019–2020)

Grade Level	Grade 6	Grade 7	Grade 8	Total Enrollment
Number of Students	90	88	89	267



Last updated: 1/16/2021

Student Enrollment by Student Group (School Year 2019–2020)

Student Group	Black or African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Native Hawaiian or Pacific Islander
Percent of Total Enrollment	2.20 %	%	1.90 %	0.40 %	94.00 %	0.70 %
Student Group (Other)	Socioeconomically Disadvantaged	English Learners	Students with Disabilities	Foster Youth	Homeless	
Percent of Total Enrollment	87.30 %	31.10 %	6.40 %	%	1.50 %	

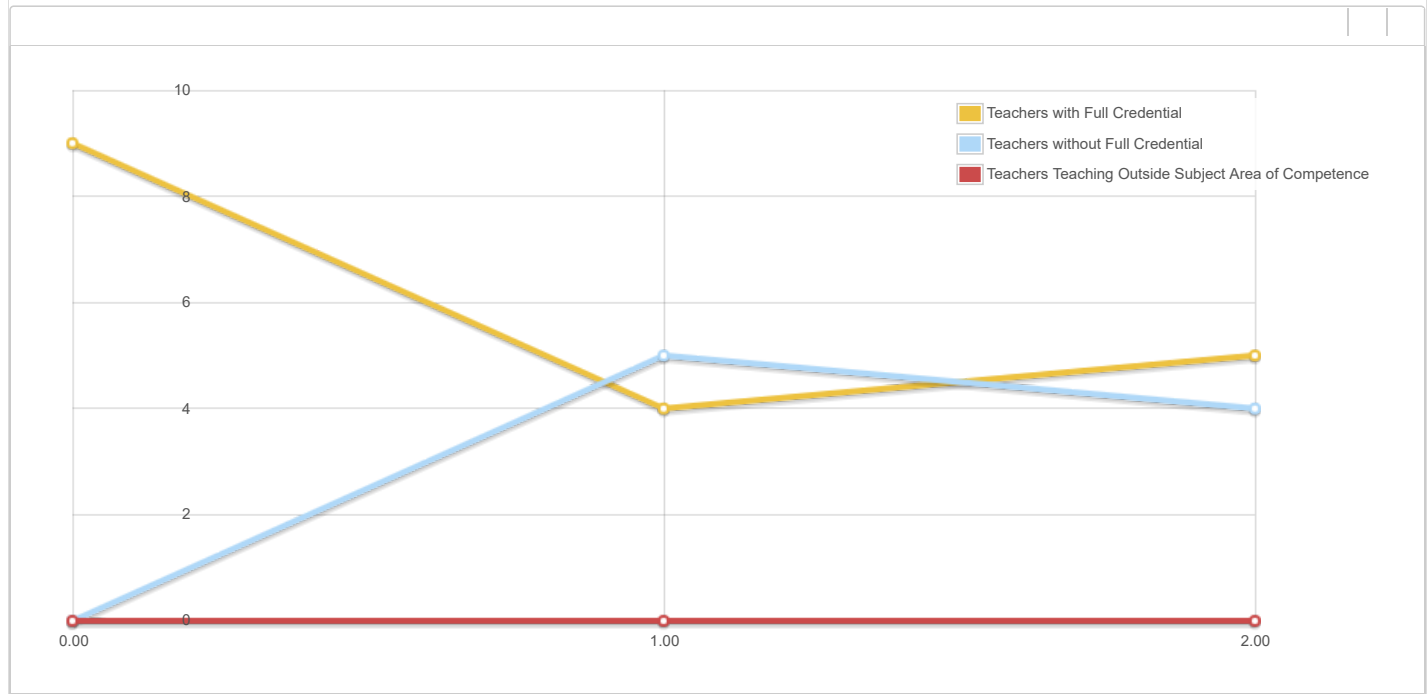
State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials

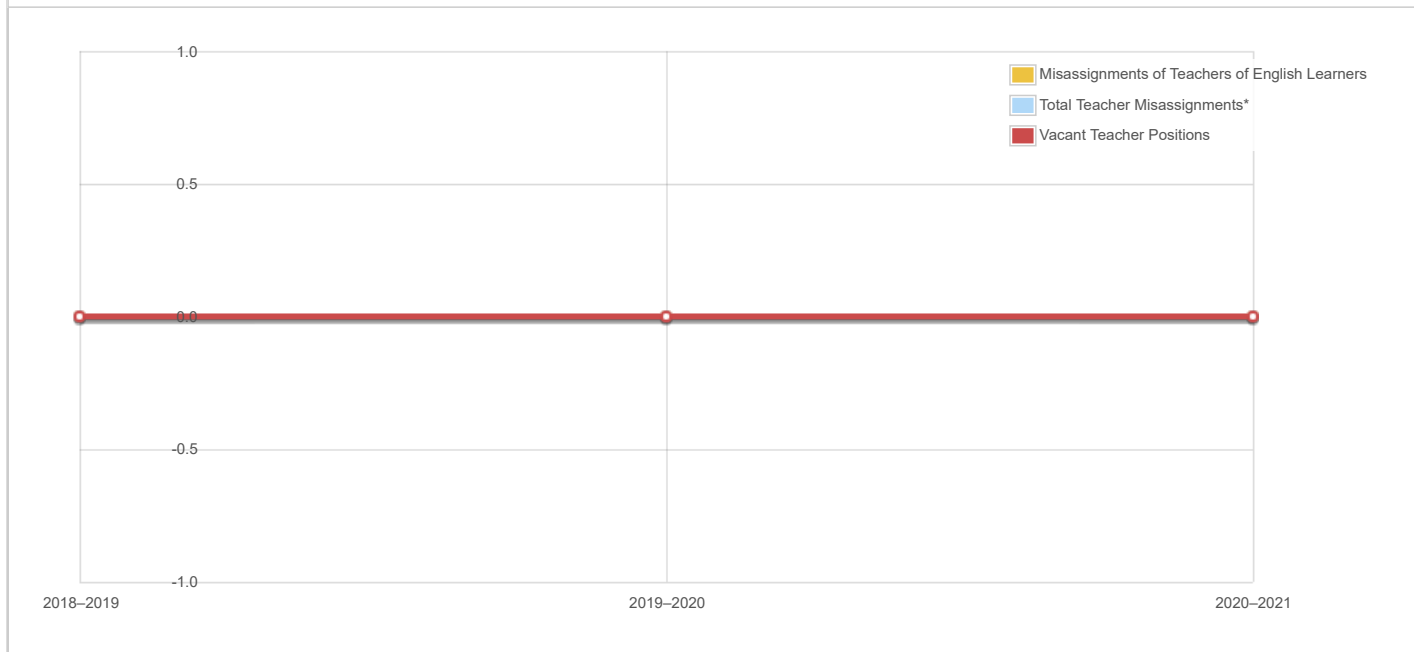
Teachers	School 2018–2019	School 2019–2020	School 2020–2021	District 2020–2021
With Full Credential	9	4	5	65
Without Full Credential	0	5	4	27
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0



Last updated: 1/20/2021

Teacher Misassignments and Vacant Teacher Positions

Indicator	2018–2019	2019–2020	2020–2021
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0



Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Last updated: 1/20/2021

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2020-2021)

Year and month in which the data were collected: May 2019

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	<p>Reading/Language Arts</p> <p>We use Springboard Materials and curriculum for ELA 6th-8th. Teachers complement this program with book collections with appropriate lexile levels per grade. For the 20-21, teachers and students are using the online resources and the printed practice books and teachers guides. These were the requests for this year:</p> <p>Grade Quantity Teacher Online Resource Teacher Edition (Manual) ISBN Workbooks Workbooks ISBN</p> <p>6th 978-1-4573-0469-9 Consumable Student Edition 978-1-4573-0462- 6</p> <p>7th 978-1-4573-0470-5 Consumable Student Edition 978-1-4573-0463- 7</p> <p>8th 978-1-4573-0470-5 Consumable Student Edition 978-1-4573-0463- 8</p>	Yes	0.00 %
Mathematics	<p>Mathematics We use Illustrative Mathematics 6th-8th Grades. We evaluated the math results for students and decided to change Pearsons Math, a traditional Program, for a task based program that focuses on understanding and students developing mathematical skills and understanding based on practice and reflection. This changed happened because we notice that our most vulnerable students were not successful with the accelerated model we previously had.</p>	Yes	0.00 %
Science	<p>Science We use FOSS Science that includes Natural Phenomena and the NGSS (next Generation State Standards). Teachers decided to purchase the online books to facilitate distance learning and to teach students to manage online resources. However, there were many purchases at Amazon and other websites of science materials. Students picked up a bag of supplies for each unit, and teachers conducted hands-on practices/unit of experiments that were safe for students to perform at home.</p>	Yes	0.00 %
History-Social Science	<p>For History we use Discovery. Teachers usually use the online resources because they come with more videos to Science complement instruction. As a hands on practice, students use graphic organizers and complete weekly writing assignments.</p>	Yes	0.00 %
Foreign Language		Yes	0.00 %

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Health	Health PE Classes 5 times/week. All grades. We follow the Physical Education Guidelines from the State of California for Middle and High School Students, and our students take the Physical Fitness Test in 7th Grade. We offered students SEL, Social Emotional Learning, once/week. The curriculum was developed by Middle School. We partner with Plan Parenthood for Sex Education (18 lessons/Sprong time) for 8th Grade We partner with Teens for Life: Workshops on self care and suicide prevention for 7th Grade.	Yes	0.00 %
Visual and Performing Arts	As extra curriculars in the After School program we offer the following clubs: Performing arts: instrumental music (piano, violin, guitar), music production, chorus, drama, dance. Plastic arts: painting, drawing and ceramics Sports: basketball, rugby and soccer Other: Coding, mindfulness, gardening Our After School Program offers Distance Learning, students utilize computers, cooking, and biking, and more.	Yes	0.0 %
Science Lab Eqpm (Grades 9-12)	N/A	N/A	0.0 %

Note: Cells with N/A values do not require data.

Last updated: 1/17/2021

School Facility Conditions and Planned Improvements

Safety, cleanliness and adequacy items have all been noted and addressed during site inspections by EMS response, RCA staff, and internal Site Inspections. The site is monitored at all times and any event that causes safety and cleanliness to fall below standards are addressed immediately by staff. Required testing and inspections are all up to date. Preventative measures are in place including but not limited to routine pest control, routine HVAC maintenance, routine burglar and fire alarm inspections, fire extinguisher inspections and tagging. Recent improvements include updating the HVAC units which have recently been updated with Merv-13 filters. We routinely inspect doors, windows, built in equipment for wear and tear and to ensure it is in good working order. Over holidays and breaks, we replace seals, hardware, paint, and clean flooring to ensure items are kept in safe and hygienic working conditions.

Last updated: 1/16/2021

School Facility Good Repair StatusUsing the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: July 2020

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	July2020 upgrade to MERV-13 Filters.
Interior: Interior Surfaces	Good	July 2020 touched up paint and surfaces, deep carpet cleaning.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	

System Inspected	Rating	Repair Needed and Action Taken or Planned
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Overall Facility Rate

Year and month of the most recent FIT report: July 2020

Overall Rating	Good
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Last updated: 1/16/2021

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students

Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018–2019	School 2019–2020	District 2018–2019	District 2019–2020	State 2018–2019	State 2019–2020
English Language Arts / Literacy (grades 3-8 and 11)	41.20%	N/A	36.0%	N/A	50%	N/A
Mathematics (grades 3-8 and 11)	29.0%	N/A	25.0%	N/A	39%	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Last updated: 1/16/2021

CAASPP Test Results in ELA by Student Group**Grades Three through Eight and Grade Eleven (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/16/2021

CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019–2020)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waives the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/16/2021

CAASPP Test Results in Science for All Students**Grades Five, Eight and High School****Percentage of Students Meeting or Exceeding the State Standard**

Subject	School 2018–2019	School 2019–2020	District 2018–2019	District 2019–2020	State 2018–2019	State 2019–2020
Science (grades 5, 8, and high school)	13	N/A	18	N/A	30	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: The new California Science Test (CAST) was first administered operationally in the 2018–2019 school year.

Last updated: 1/16/2021

CAASPP Tests Results in Science by Student Group**Grades Five, Eight and High School (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/16/2021

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

California Physical Fitness Test Results (School Year 2019–2020)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
7	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-56-20 was issued which waived the requirement to administer the physical fitness performance test for the 2019–2020 school year.

Last updated: 1/16/2021

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2020–2021)

There are many opportunities in the district for parental involvement through participation in parent support organizations, school site councils, and district-level advisory committees, as well as subcommittees. Parents at the school participate by being in the Family Student Teacher Organization (FST), School Site Council, English Language Advisory Committee, special event subcommittees, Coffee Chats, Parent University and family education workshops as well as being classroom or schoolwide volunteers. Specifically for the 2020-21 school year various surveys and meetings were provided to families throughout the COVID-19 Pandemic increasing engagement and input from families as they assisted in the development and plans for students and families. Additionally, Amethod Public School Board meetings are open to the public and are posted on the Amethod Public Schools website and on the physical school locations in compliance with the Brown Act. For more information on how to become involved at the school, please contact Gabriela Gutierrez, Community Outreach Coordinator at ggutierrez@amethodschools.org

Last updated: 1/16/2021

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Suspensions	Expulsions
3.30%	0.00%
5.57%	0.00%
5.80%	0.00%
5.60%	0.00%
3.50%	0.10%
3.50%	0.10%

Suspensions and Expulsions for School Year 2019–2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	Suspensions	Expulsions
School 2019–2020	--	--
District 2019–2020	--	--

District 2017–2018	State 2019–2020
District 2018–2019	
State 2017–2018	
State 2018–2019	

Note: The 2019–2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019–2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–2020 school year compared to prior years.

Last updated: 1/16/2021

School Safety Plan (School Year 2020–2021)

Notice to the Public:

The Comprehensive School Safety Plan prepared for the 2019-2020 school year was shared with Parents at the FST on March 12, 2020

All school staff will have access to the plan after it is shared with the AMPS governing board of 6
04/22/2020

Communicated to the following entities:

Law Enforcement Agencies (by Site Director)

Local Fire Stations (by Site Director)

Assurances:

The school site council may include the following three essential components and/or strategies into this plan:

Assuring each student a safe physical environment

Assuring each student a safe, respectful, accepting and emotionally nurturing environment

Providing each student resiliency skills

Evidence of these assurances is embedded throughout this school safety plan.

Conclusions of 2019-20 Safe Schools Assessment:

Areas of Pride and Strength:

Implementation of Restorative Justice practices

After school program (ASES)

Committed and caring teachers, staff, community

Small school atmosphere

School Counselor Groups

Partnership with Mindful Life Project

Areas to change:

Traffic Concerns (Pick up & drop off)

Front office phone (need additional phone line)

More Walkie Talkies (for each classroom)

Analysis of how the data, needs, and perceptions about the school's safety determined the goals:

The student, staff and parent Youth Truth Survey and Family Staff Team feedback informed needs identified.

Generalized statement of goals for 2019-2020:

We strive to enhance the safety of students, staff, and community during traffic times (drop off and pick up procedures) and have set goals that we believe can be achieved in the 2020-2021 school year.

Last updated: 1/16/2021

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Elementary) School Year (2017–2018)

Grade Level	K	1	2	3	4	5	6	Other**
Average Class Size							30.00	
Number of Classes *								
1-20							3	
Number of Classes *								
21-32								
Number of Classes *								
33+								

* Number of classes indicates how many classes fall into each size category (a range of total students per class).
** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) School Year (2018–2019)

Grade Level	K	1	2	3	4	5	6	Other**
Average Class Size							30.00	
Number of Classes *								
1-20							3	
Number of Classes *								
21-32								
Number of Classes *								
33+								

* Number of classes indicates how many classes fall into each size category (a range of total students per class).
** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) School Year (2019–2020)

Grade Level	K	1	2	3	4	5	6	Other**
Average Class Size							30.00	
Number of Classes *								
1-20							3	
Number of Classes *								
21-32								
Number of Classes *								
33+								

* Number of classes indicates how many classes fall into each size category (a range of total students per class).
** "Other" category is for multi-grade level classes.

Last updated: 1/16/2021

Ratio of Pupils to Academic Counselor (School Year 2019–2020)

Title	Ratio
Pupils to Academic Counselor*	270

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/16/2021

Student Support Services Staff (School Year 2019–2020)

	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1.00
Library Media Teacher (Librarian)	0.00
Library Media Services Staff (Paraprofessional)	0.00
Psychologist	1.00
Social Worker	0.00
Nurse	0.00
Speech/Language/Hearing Specialist	1.00
Resource Specialist (non-teaching)	1.00
Other	

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/16/2021

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2018–2019)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$13339.00	\$3813.00	\$9526.00	\$47806.00
District	N/A	N/A	--	\$74094.00
Percent Difference – School Site and District	N/A	N/A	--	--
State	N/A	N/A	\$7750.12	\$83052.00
Percent Difference – School Site and State	N/A	N/A	--	--

Note: Cells with N/A values do not require data.

Last updated: 1/16/2021

Types of Services Funded (Fiscal Year 2019–2020)

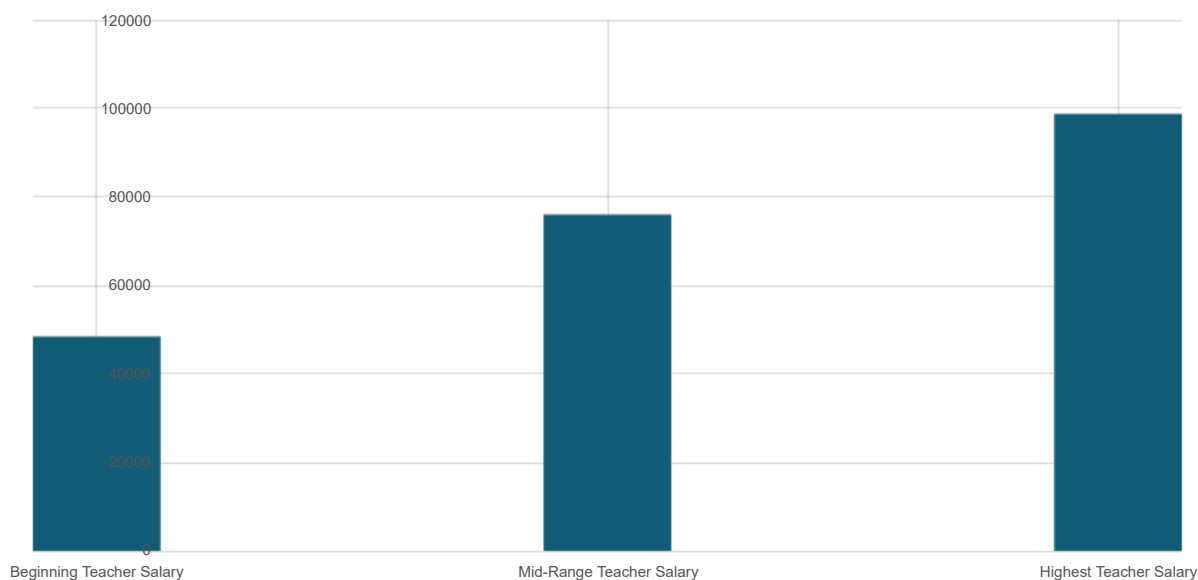
RCA provides various supports including content focused and language support tutors, dedicated aides, title 1 programs and ASES after school programs. We also provide various technology applications to individualize instruction and supports based on student needs. This includes st math, rosetta stone, achieve 3000 and other online programs. Additionally, funding provides support for mental health and wellness, Youth Truth surveys for all stake holders for evaluating the effectiveness of programs. RCA is a proud partner of The John Hopkins University Center for Talented Youth that gives students the opportunity to participate in college-level summer programs and online courses

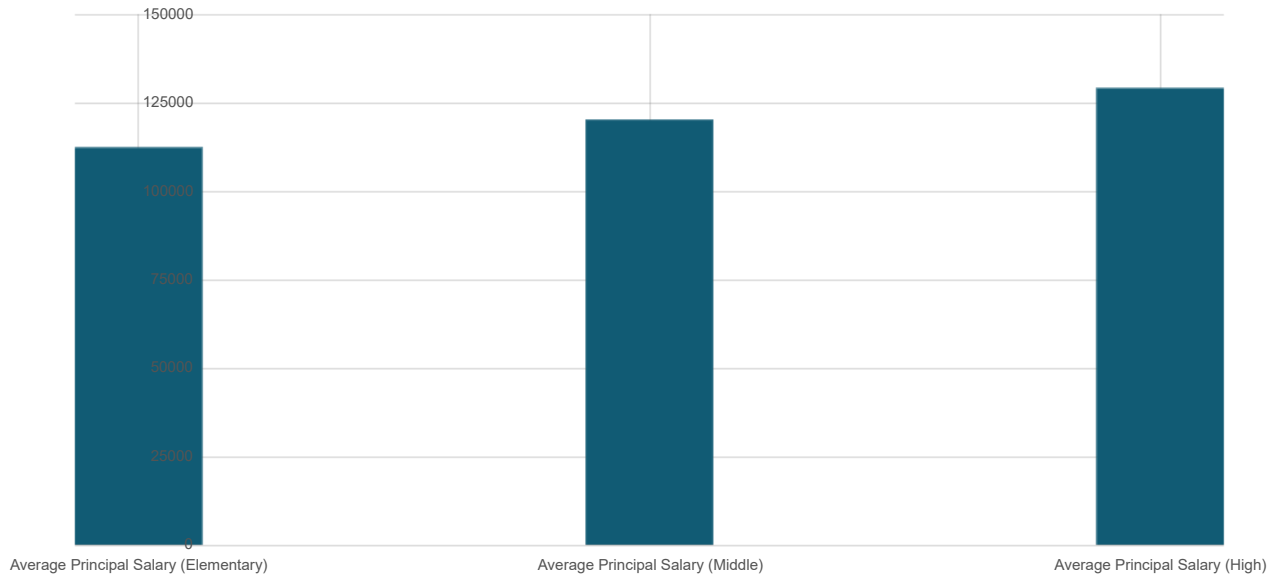
Last updated: 1/16/2021

Teacher and Administrative Salaries (Fiscal Year 2018–2019)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48,469	\$50,029
Mid-Range Teacher Salary	\$76,040	\$77,680
Highest Teacher Salary	\$98,800	\$102,143
Average Principal Salary (Elementary)	\$112,363	\$128,526
Average Principal Salary (Middle)	\$120,189	\$133,574
Average Principal Salary (High)	\$129,133	\$147,006
Superintendent Salary	\$265,200	\$284,736
Percent of Budget for Teacher Salaries	30.00%	33.00%
Percent of Budget for Administrative Salaries	5.00%	5.00%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/> .

Teacher Salary Chart**Principal Salary Chart**



Last updated: 1/16/2021

Professional Development

Finding the time and resources for ongoing professional development is a troublesome issue for public schools. However, the development and improvement of teachers is an essential component to successful students. One innovative solution we utilize at OCA is to offer teacher training and professional development from within. A key aspect of the Amethod Public School system has been the implementation of an in-house professional development and Instructional Leadership Team that has enabled Amethod schools to mentor new teachers who may be concurrently enrolled in a state-approved credential program to also receive in-house assistance and information from seasoned or veteran faculty and administration. By capitalizing on the expertise of members from within, we offer a professional development tailored to our specific school's culture and needs.

With the implementation of features such as grade level meetings, department meetings, film sessions, data dives, and peer observations; teachers are encouraged to be self-reflective in their content delivery and continue to improve their practice.

The Instructional Leadership Team, composed of teachers and administrators, meet throughout the regular school year to discuss the topics and resources that will be focused on during initial summer training sessions. Instructional leaders also discuss other school-wide policies that need revisiting. The table below provides an overview of some of the topics implemented for staff development

Measure	2018–2019	2019–2020	2020–2021
Number of school days dedicated to Staff Development and Continuous Improvement	11	11	11

Questions: SARC TEAM | sarc@cde.ca.gov | 916-319-0406

California Department of Education
1430 N Street
Sacramento, CA 95814



[SARC Home](#) » Richmond Charter Elementary-Benito Juarez

2019–2020 School Accountability Report Card

[Translation Disclaimer](#)

School Accountability Report Card

Reported Using Data from the 2019–2020 School Year

California Department of Education

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

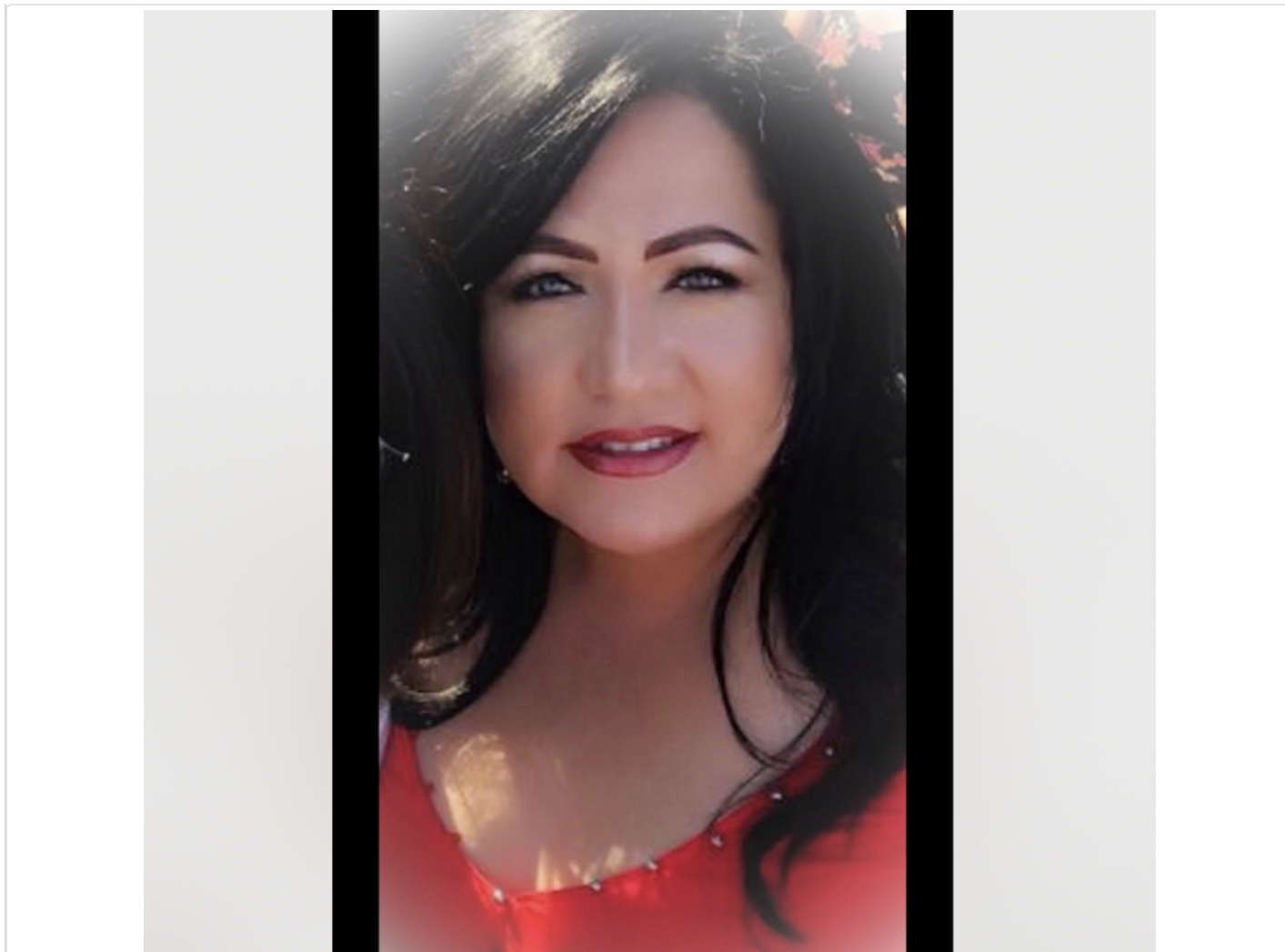
DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Anjelica Zermeno, Site Administrator

- Principal, Richmond Charter Elementary-Benito Juarez



About Our School

Dear Community Members,

I would like to personally welcome you to the 2020-21 school year, while this year has presented us with historical challenges there is no doubt in my mind that as a family (and with the necessary supports) we will overcome. It has truly been my pleasure to lead and serve our amazing families.

At AMPS our very motto is "Honor Hard Work." We believe in doing what is necessary for becoming innovative individuals that take risks for the good of our overall success. We believe in the development of the whole child by focusing on building character, community, and providing rigorous instruction in academics, arts, and 21st-century skills. If we explicitly teach necessary problem solving, communication, and social skills, our students will be able to thrive in middle school, high school, college, and beyond. Achievement of this mission requires that we collaborate as a community to boldly rethink education. As we come together to implement this noble aim, (even in the midst of turbulent times) we will also make success attainable for all students while preparing the next generation to solve the challenges of tomorrow. The only true route to success is through a strong and healthy partnership between home and school.

Turbulent times calls for a team that comes together to encourage and support one another, to do what our very school is made for. The RCA Faculty remains relentless in their work to ensure this COVID-19 year is barrier free by creating a multi-tiered system of support that offers supports for every child, parent and faculty member. Schedules this school year were created to ensure every child receives virtual core instruction at the highest levels with support systems infused in the day. Teachers offer office sessions to connect on a level that serves students in individual and small group setting, increased mental health, mindfulness and social support systems for faculty, students and families. Parent University Nights, Coffee Chats and weekly library and material drive throughs are conducted to ensure students and families receive the materials necessary to support be successful at home. Additionally, we know that during times of darkness, there is light. RCA believes in honoring hard work and bringing light to our families in a way that encourages success in learning. Families and students receive yard signs, medals, and awards that remind them of their potential and amazing capabilities.

Together, we have the dual responsibility of holding ourselves accountable while amplifying our students' voices. It is critical for students and families to understand how positive choices impact learning expectations and influence productive outcomes. As such, we encourage our families to make the choice to fight on, we are AMPS STRONG! At BJE, we represent ourselves, our family, and our school by committing to our core values of being adaptable, perseverance, being responsible, and a commitment to distinction.

Together we will succeed and overcome!

Respectfully,
Anjelica Zermeño
Site Director

Contact

Richmond Charter Elementary-Benito Juarez
1450 Marina Way South
Richmond, CA 94804-1534

Phone: 510-215-7009

Email: azermeno@amethodschools.org

About This School**Contact Information (School Year 2020–2021)**

District Contact Information (School Year 2020–2021)	
District Name	West Contra Costa Unified
Phone Number	(510) 231-1100
Superintendent	Matthew Duffy
Email Address	matthew.duffy@wccusd.net
Website	www.wccusd.net

School Contact Information (School Year 2020–2021)	
School Name	Richmond Charter Elementary-Benito Juarez
Street	1450 Marina Way South
City, State, Zip	Richmond, Ca, 94804-1534
Phone Number	510-215-7009
Principal	Anjelica Zermeno, Site Administrator
Email Address	azermeno@amethodschools.org
Website	www.amethodschools.org
County-District-School (CDS) Code	07617960129643

Last updated: 1/17/2021

School Description and Mission Statement (School Year 2020–2021)

Benito Juarez Elementary is one of six Amethod Public Schools (AMPS). AMPS is a 501(c)(3) tax exempt non-profit public benefit corporation that was founded in Oakland in 1993 with the intent to create charter schools that produce academic results and reduce the achievement disparity that exists among the different student subgroups. The organization's flagship school Oakland Charter Academy, is the oldest charter school in the city of Oakland, and the 12th school chartered in the state of California. For over twenty years AMPS has been serving the Bay Area families with effective academic programs that produce life changing results. It is the objective of the charter school organization to create a positive school environment where being diligent and taking personal responsibility is the norm. AMPS demonstrates that public schools at any level can produce successful students if they are operated in small and organized settings. It is the organizational belief that any child can be successful if they receive the proper education.

BJE's mission is to advance students' motivation and belief in academic achievement while in pursuit of a thriving future. We are a free and public charter school that believes in the promise of hardworking students from diverse perspectives, socio-economic status, backgrounds, and talents. BJE will provide a rigorous college preparatory education to all students who wish to attend, yet will specifically outreach to those families that live in low income areas, survive below the poverty line, or whose parents have never attended college. The school will serve students in grade six through grade eight with the goal of achieving higher academic results than those neighboring campuses focusing on rigorous state aligned academic programs, accountability and excellence. BJE is a proud partner of The John Hopkins University Center for Talented Youth that gives students the opportunity to participate in college-level summer programs and online courses

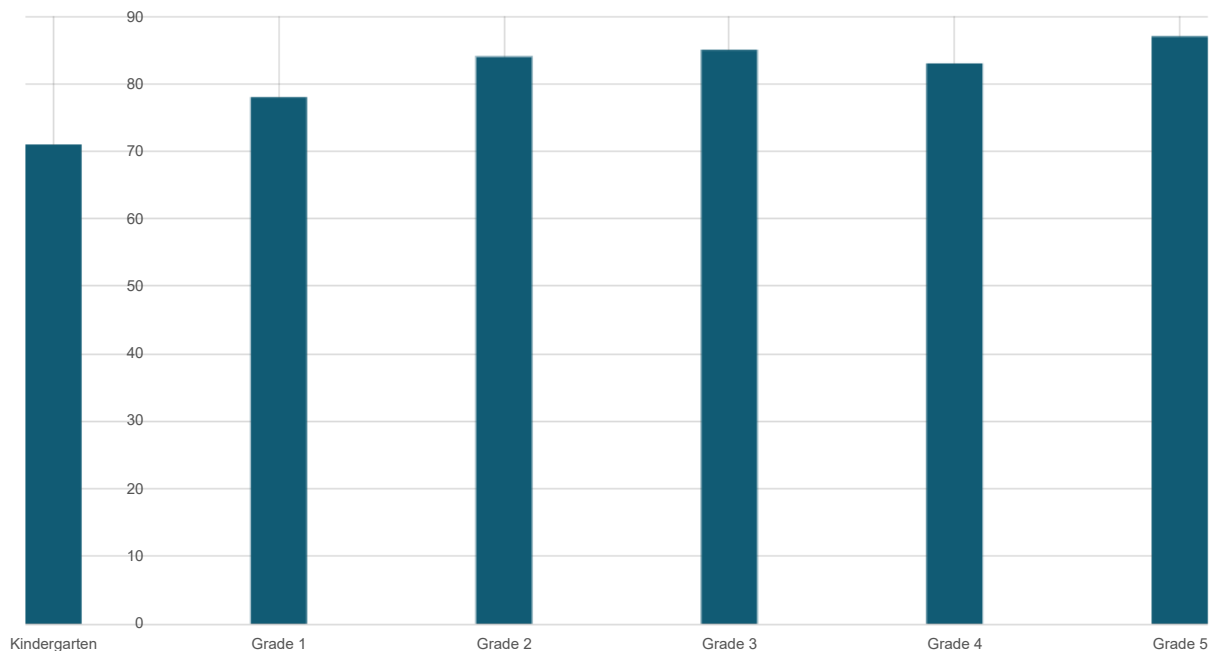
Our core values represent the pillars that guide the mission of the AMPS organization:

1. Students First
2. Be Adaptable
3. Persevere
4. Take Responsibility
5. Commitment to Distinction

Last updated: 1/17/2021

Student Enrollment by Grade Level (School Year 2019–2020)

Grade Level	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Total Enrollment
Number of Students	71	78	84	85	83	87	488



Last updated: 1/17/2021

Student Enrollment by Student Group (School Year 2019–2020)

Student Group	Black or African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Native Hawaiian or Pacific Islander
Percent of Total Enrollment	3.50 %	%	2.70 %	0.20 %	90.40 %	0.20 %
Student Group (Other)	Socioeconomically Disadvantaged	English Learners	Students with Disabilities	Foster Youth	Homeless	
Percent of Total Enrollment	85.90 %	36.10 %	7.20 %	%	4.30 %	

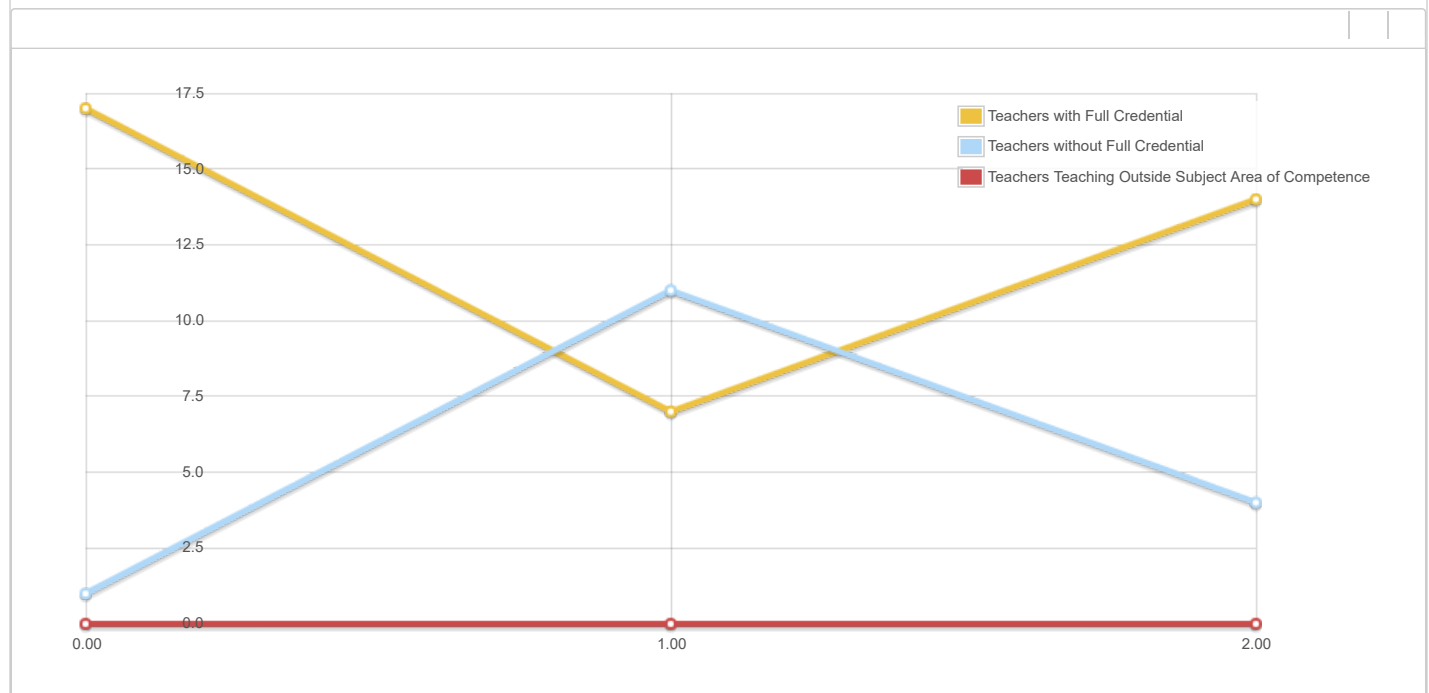
State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials

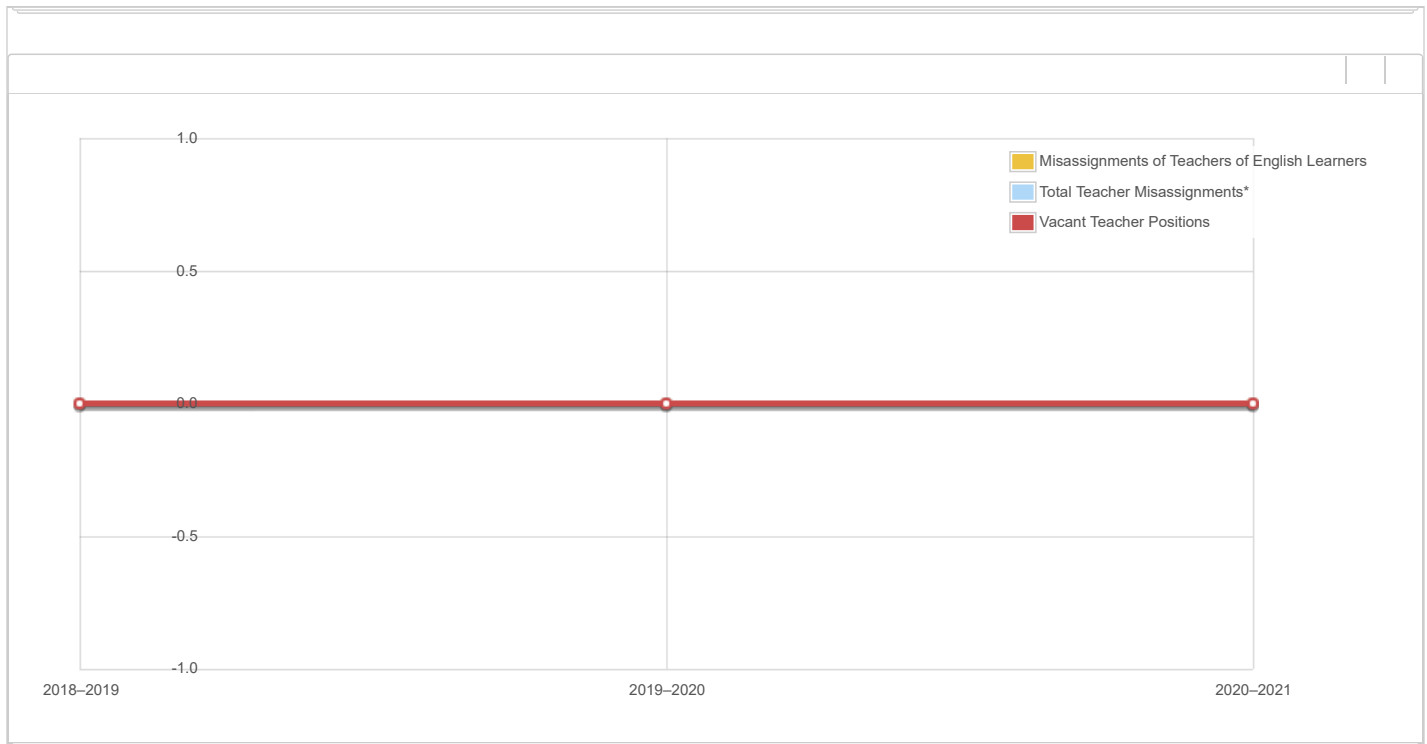
Teachers	School 2018–2019	School 2019–2020	School 2020–2021	District 2020–2021
With Full Credential	17	7	14	65
Without Full Credential	1	11	4	27
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0



Last updated: 1/20/2021

Teacher Misassignments and Vacant Teacher Positions

Indicator	2018–2019	2019–2020	2020–2021
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0



Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Last updated: 1/20/2021

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2020-2021)

Year and month in which the data were collected: May 2020

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Grades K-2 SRA Open Court Grades 3-5 Benchmark Education	Yes	0.00 %
Mathematics	Grades K-5 Pearson Envision Mathematics 8 Year Common Core	Yes	0.00 %
Science	Grades K-5 Atom, Foss Education	Yes	0.00 %
History-Social Science	Embedded in ELA Curriculum	Yes	0.00 %
Foreign Language	NA		0.00 %
Health			0.00 %
Visual and Performing Arts			0.0 %
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0.0 %

Note: Cells with N/A values do not require data.

Last updated: 1/17/2021

School Facility Conditions and Planned Improvements

Safety, cleanliness and adequacy items have all been noted and addressed during site inspections by EMS response, RCA staff, and internal Site Inspections. The site is monitored at all times and any event that causes safety and cleanliness to fall below standards are addressed immediately by staff. Required testing and

inspections are all up to date. Preventative measures are in place including but not limited to routine pest control, routine HVAC maintenance, routine burglar and fire alarm inspections, fire extinguisher inspections and tagging. Recent improvements include updating the HVAC units which have recently been updated with Merv-13 filters. We routinely inspect doors, windows, built in equipment for wear and tear and to ensure it is in good working order. Over holidays and breaks, we replace seals, hardware, paint, and clean flooring to ensure items are kept in safe and hygienic working conditions.

Last updated: 1/17/2021

School Facility Good Repair Status

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: July 2020

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	July, Replaced HVAC Filter to Merv-13.
Interior: Interior Surfaces	Good	July, touch up paint, and deep carpet cleaning.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Overall Facility Rate

Year and month of the most recent FIT report: July 2020

Overall Rating	Good
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Last updated: 1/17/2021

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018–2019	School 2019–2020	District 2018–2019	District 2019–2020	State 2018–2019	State 2019–2020
English Language Arts / Literacy (grades 3-8 and 11)	33.0%	N/A	36.0%	N/A	50%	N/A

Subject	School 2018–2019	School 2019–2020	District 2018–2019	District 2019–2020	State 2018–2019	State 2019–2020
Mathematics (grades 3-8 and 11)	35.0%	N/A	25.0%	N/A	39%	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Last updated: 1/17/2021

CAASPP Test Results in ELA by Student Group**Grades Three through Eight and Grade Eleven (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/17/2021

CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019–2020)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waives the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/17/2021

CAASPP Test Results in Science for All Students**Grades Five, Eight and High School****Percentage of Students Meeting or Exceeding the State Standard**

Subject	School 2018–2019	School 2019–2020	District 2018–2019	District 2019–2020	State 2018–2019	State 2019–2020
Science (grades 5, 8, and high school)	13	N/A	18	N/A	30	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: The new California Science Test (CAST) was first administered operationally in the 2018–2019 school year.

Last updated: 1/17/2021

CAASPP Tests Results in Science by Student Group**Grades Five, Eight and High School (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Last updated: 1/17/2021

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

California Physical Fitness Test Results (School Year 2019–2020)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
5	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-56-20 was issued which waived the requirement to administer the physical fitness performance test for the 2019–2020 school year.

Last updated: 1/17/2021

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2020–2021)

There are many opportunities in the district for parental involvement through participation in parent support organizations, school site councils, and district-level advisory committees, as well as subcommittees. Parents at the school participate by being in the Family Student Teacher Organization (FST), School Site Council, English Language Advisory Committee, special event subcommittees, Coffee Chats, Parent University and family education workshops as well as being classroom or schoolwide volunteers. Specifically for the 2020-21 school year various surveys and meetings were provided to families throughout the COVID-19 Pandemic increasing engagement and input from families as they assisted in the development and plans for students and families. Additionally, Amethod Public School Board meetings are open to the public and are posted on the Amethod Public Schools website and on the physical school locations in compliance with the Brown Act. For more information on how to become involved at the school, please contact Gabriela Gutierrez, Community Outreach Coordinator at ggutierrez@amethodschools.org

Last updated: 1/17/2021

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Suspensions	Expulsions
3.60%	--
--	--
--	--
--	--
3.50%	0.10%
3.50%	0.10%

Rate Suspensions and Expulsions for School Year 2019–2020 Only
(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	Suspensions	Expulsions
School	--	--
2019–2020	--	--
District	--	--
2019–2020	--	--

District State
2018–2019 2019–2020

State
2017–2018

State
2018–2019

Note: The 2019–2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019–2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–2020 school year compared to prior years.

Last updated: 1/17/2021

School Safety Plan (School Year 2020–2021)

Notice to the Public:

The Comprehensive School Safety Plan prepared for the 2019-2020 school year was shared with Parents at the FST on March 12, 2020

All school staff will have access to the plan after it is shared with the AMPS governing board of 6
04/22/2020

Communicated to the following entities:

Law Enforcement Agencies (by Site Director)

Local Fire Stations (by Site Director)

Assurances:

The school site council may include the following three essential components and/or strategies into this plan:

Assuring each student a safe physical environment

Assuring each student a safe, respectful, accepting and emotionally nurturing environment

Providing each student resiliency skills

Evidence of these assurances is embedded throughout this school safety plan.

Conclusions of 2019-20 Safe Schools Assessment:

Areas of Pride and Strength:

Implementation of Restorative Justice practices

After school program (ASES)

Committed and caring teachers, staff, community

Small school atmosphere

School Counselor Groups

Partnership with Mindful Life Project

Areas to change:

Traffic Concerns (Pick up & drop off)

Front office phone (need additional phone line)

More Walkie Talkies (for each classroom)

Analysis of how the data, needs, and perceptions about the school's safety determined the goals:

The student, staff and parent Youth Truth Survey and Family Staff Team feedback informed needs identified.

Generalized statement of goals for 2019-2020:

We strive to enhance the safety of students, staff, and community during traffic times (drop off and pick up procedures) and have set goals that we believe can be achieved in the 2020-2021 school year.

Last updated: 1/17/2021

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Elementary) School Year (2017–2018)

Grade Level	K	1	2	3	4	5	6	Other**
Average Class Size	22.00	28.00	26.00	30.00	29.00	26.00		
Number of Classes * 1-20	1							
	3	3	3	2	3			
Number of Classes * 21-32								

Number of Classes * * Number of classes indicates how many classes fall into each size category (a range of total students per class).
33+ ** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) School Year (2018–2019)

Grade Level	K	1	2	3	4	5	6	Other**
Average Class Size	24.00	24.00	28.00	24.00	30.00	28.00		
Number of Classes * 1-20								
	2	3	3	3	3	2		
Number of Classes * 21-32								

* Number of classes indicates how many classes fall into each size category (a range of total students per class).
Number of Classes * ** "Other" category is for multi-grade level classes.
33+

Average Class Size and Class Size Distribution (Elementary) School Year (2019–2020)

Grade Level	K	1	2	3	4	5	6	Other**
Average Class Size	32.00	35.00	28.00	28.00	28.00	29.00		
Number of Classes * 1-20								
	2	2	3	3	3	3		
Number of Classes * 21-32	1	1						

Number of Classes *
33+

* Number of classes indicates how many classes fall into each size category (a range of total students per class).
** "Other" category is for multi-grade level classes.

Last updated: 1/17/2021

Ratio of Pupils to Academic Counselor (School Year 2019–2020)

Title	Ratio
Pupils to Academic Counselor*	488

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/17/2021

Student Support Services Staff (School Year 2019–2020)

	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1.00
Library Media Teacher (Librarian)	0.00
Library Media Services Staff (Paraprofessional)	0.00
Psychologist	1.00
Social Worker	0.00
Nurse	0.00
Speech/Language/Hearing Specialist	1.00
Resource Specialist (non-teaching)	1.00
Other	

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/17/2021

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2018–2019)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$13614.00	\$3212.00	\$10402.00	\$50831.00
District	N/A	N/A	--	\$74094.00
Percent Difference – School Site and District	N/A	N/A	--	--
State	N/A	N/A	\$7750.12	\$83052.00
Percent Difference – School Site and State	N/A	N/A	--	--

Note: Cells with N/A values do not require data.

Last updated: 1/17/2021

Types of Services Funded (Fiscal Year 2019–2020)

BJE provides various supports including content focused and language support tutors, dedicated aides, title 1 programs and ASES after school programs. We also provide various technology applications to individualize instruction and supports based on student needs. This includes st math, rosetta stone, achieve 3000 and other online programs. Additionally, funding provides support for mental health and wellness, Youth Truth surveys for all stake holders for evaluating the effectiveness of programs. BJE is a proud partner of The John Hopkins University Center for Talented Youth that gives students the opportunity to participate in college-level summer programs and online courses

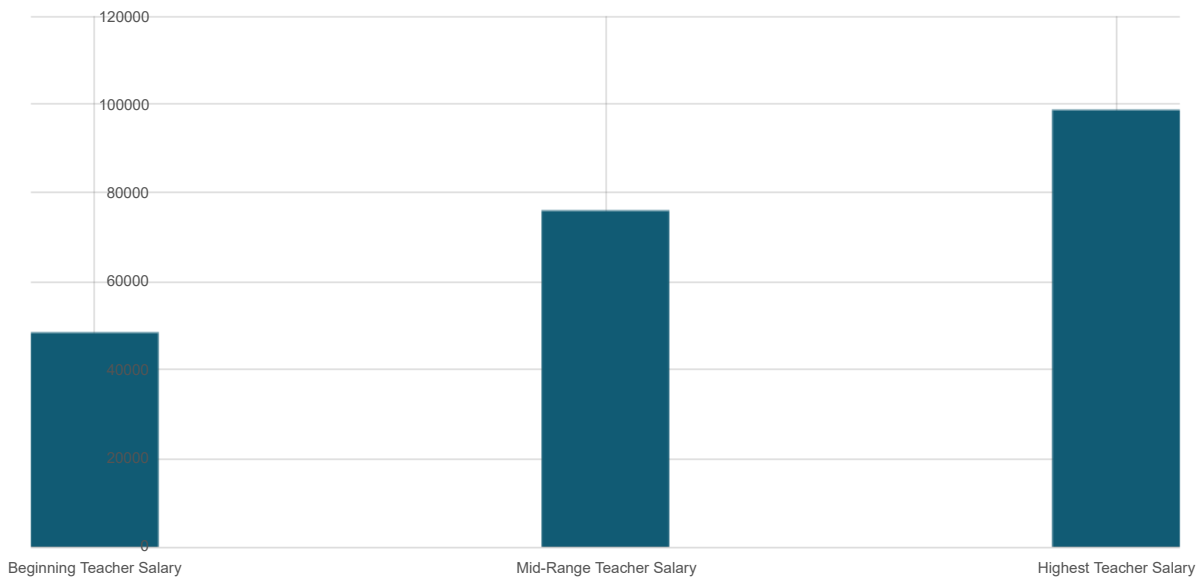
Last updated: 1/17/2021

Teacher and Administrative Salaries (Fiscal Year 2018–2019)

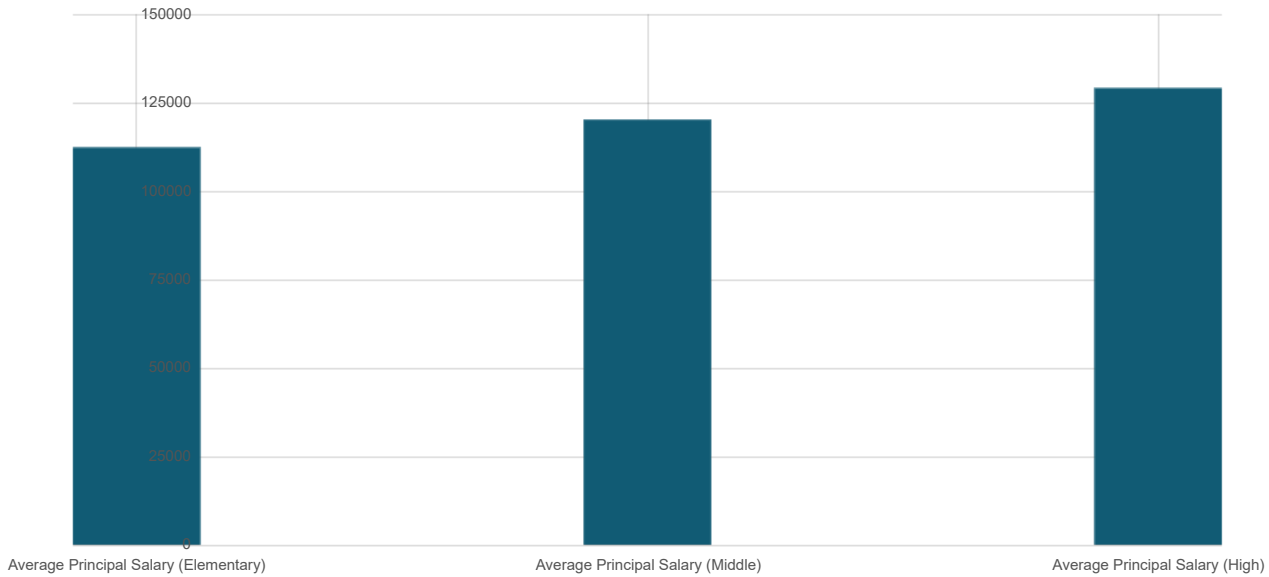
Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48,469	\$50,029
Mid-Range Teacher Salary	\$76,040	\$77,680
Highest Teacher Salary	\$98,800	\$102,143
Average Principal Salary (Elementary)	\$112,363	\$128,526
Average Principal Salary (Middle)	\$120,189	\$133,574
Average Principal Salary (High)	\$129,133	\$147,006
Superintendent Salary	\$265,200	\$284,736
Percent of Budget for Teacher Salaries	30.00%	33.00%
Percent of Budget for Administrative Salaries	5.00%	5.00%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/> .

Teacher Salary Chart



Principal Salary Chart



Last updated: 1/17/2021

Professional Development

Finding the time and resources for ongoing professional development is a troublesome issue for public schools. However, the development and improvement of teachers is an essential component to successful students. One innovative solution we utilize at BJE is to offer teacher training and professional development from within. A key aspect of the Amethod Public School system has been the implementation of an in-house professional development and Instructional Leadership Team that has enabled Amethod schools to mentor new teachers who may be concurrently enrolled in a state-approved credential program to also receive in house assistance and information from seasoned or veteran faculty and administration. By capitalizing on the expertise of members from within, we offer a professional development tailored to our specific school's culture and needs.

With the implementation of features such as grade level meetings, department meetings, film sessions, data dives, and peer observations; teachers are encouraged to be self-reflective in their content delivery and continue to improve their practice.

The Instructional Leadership Team, composed of teachers and administrators, meet throughout the regular school year to discuss the topics and resources that will be focused on during initial summer training sessions. Instructional leaders also discuss other school-wide policies that need revisiting. The table below provides an overview of some of the topics implemented for staff development.

Measure	2018–2019	2019–2020	2020–2021
Number of school days dedicated to Staff Development and Continuous Improvement	15	15	15

Questions: SARC TEAM | sarc@cde.ca.gov | 916-319-0406

California Department of Education
1430 N Street
Sacramento, CA 95814

Coversheet

Approve EdSped Solutions Contract

Section:	VII. Consent Agenda
Item:	D. Approve EdSped Solutions Contract
Purpose:	Vote
Submitted by:	
Related Material:	Amethod-FY1920-Master-ContractV3.pdf FY2021-AmethodMasterContract.pdf

Nonpublic, Nonsectarian School/Agency Services

Master Contract

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Amethod Public Schools

Contract Year 2019-2020

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

 Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2019-2020

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Amethod Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Ed Sped Solutions, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between Amethod Public Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and **Ed Sped Solutions, Inc.** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR.

This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level

which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including

supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification

shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR**, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles** or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services**, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance** may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the

RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. Commercial Auto Liability coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. Fidelity Bond or Crime Coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. Professional Liability/Errors & Omissions/Malpractice coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at

CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's

IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally

converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An

intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term

of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d)

and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit

to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest

notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of

residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall

provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in

an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.


The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Ed Sped Solutions, Inc.
Nonpublic School/Agency

Amethod Public Schools
LEA Name

By:  09/27/2019
Signature Date

By: _____
Signature Date

Shalini Verma/ Service Coordinator
Name and Title of Authorized Representative

David Stephon / Chief of Staff
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Shalini Verma/ Service Coordinator		
Name and Title		
Ed Sped Solutions, Inc.		
Nonpublic School/Agency/Related Service Provider		
39159 Paseo Padre Pkwy Suite 205		
Address		
Fremont	CA	94538
City	State	Zip
408-372-8280	408-608-2203	
Phone	Fax	
services@edsped.com , shalini@edsped.com		
Email		

David Stephon / Chief of Staff		
Name and Title		
Amethod Public Schools		
LEA		
2101 Livingston St.		
Address		
Oakland	CA	94606
City	State	Zip
(510) 434-7020		
Phone	Fax	
dstephan@amethodschools.org		
Email		

Additional LEA Notification
(Required if completed)

Name and Title		
Address		
City	State	Zip
Phone	Fax	
Email		

EXHIBIT A: 2019-2020 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Ed Sped Solutions, Inc.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)
DAILY RATE: _____
- 3) Related Services

Service	Rate	Period
Intensive Individual Services (340)	<u>\$55</u>	<u>per hour</u>
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____
Psychological Services (530)	_____	_____

Behavior Intervention Services (535)	<u>\$55</u>	<u>per hour</u>
Specialized Services for Low Incidence Disabilities (610)	<u></u>	<u></u>
Specialized Deaf and Hard of Hearing (710)	<u></u>	<u></u>
Interpreter Services (715)	<u></u>	<u></u>
Audiological Services (720)	<u></u>	<u></u>
Specialized Vision Services (725)	<u></u>	<u></u>
Orientation and Mobility (730)	<u></u>	<u></u>
Specialized Orthopedic Services (740)	<u></u>	<u></u>
Reader Services (745)	<u></u>	<u></u>
Transcription Services (755)	<u></u>	<u></u>
Recreation Services, Including Therapeutic (760)	<u></u>	<u></u>
College Awareness (820)	<u></u>	<u></u>
Work Experience Education (850)	<u></u>	<u></u>
Job Coaching (855)	<u></u>	<u></u>
Mentoring (860)	<u></u>	<u></u>
Travel Training (870)	<u></u>	<u></u>
Other Transition Services (890)	<u></u>	<u></u>

EXHIBIT B: 2019-2020 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of mins in the instructional day will be: _____ during regular school year
_____ during extended school year
 2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during regular school year
_____ during extended school year
 3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.
- A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments: _____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2020-2021

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

Amethod Public Schools

Contract Year 2020-2021

Nonpublic School

X

Nonpublic Agency

Type of Contract:

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2020-2021**CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** Amethod Public Schools**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Ed Sped Solutions, Inc.**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT****AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract (or "Agreement") is entered into on July 1, 2020, between Amethod Public Schools hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Ed Sped Solutions, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total

student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, an interim contract may be entered into as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that

are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily

service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. **MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. **TERMINATION**

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence

\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of

interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR

is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of

that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional

days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies

require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to

participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the

educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its

reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance

with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR

further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication

of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR

determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class

during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student’s absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the

signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit

by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Ed Sped Solution, Inc.
Nonpublic School/Agency

Amethod Public Schools
LEA Name

By: Shalini Verma 07/28/2020
Signature Date

By: _____
Signature Date

Shalini Verma/ Service Coordinator
Name and Title of Authorized
Representative

David Zalaya/Dean of Instruction
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title <u>Shalini Verma/ Service Coordinator</u>		
Nonpublic School/Agency/Related Service Provider <u>Ed Sped Solution, Inc.</u>		
Address 39159 Paseo Padre Pkwy Suite 205		
City Fremont.	State CA	Zip 94538
Phone 408-372-8280	Fax 408-608-2203	
Email services@edsped.com , shalini@edsped.com		

Name and Title <u>David Zalaya/Dean of Instruction</u>		
LEA Amethod Public Schools		
Address 2101 Livingston St.		
City Oakland	State CA	Zip 94606
Phone (510) 434-7020	Fax	
Email		

**Additional LEA Notification
(Required if completed)**

Name and Title		
Address		
City	State	Zip
Phone	Fax	
Email		

EXHIBIT A: 2020-2021 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Ed Sped Solutions, Inc.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$55</u>	<u>per hour</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	<u>\$95</u>	<u>per hour</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$95</u>	<u>per hour</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$95</u>	<u>per hour</u>
<u>Counseling and Guidance (515)</u>	<u>\$95</u>	<u>per hour</u>
<u>Parent Counseling (520)</u>	<u>\$95</u>	<u>per hour</u>
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>\$55</u>	<u>per hour</u>

<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
Other (900) <u>Psychoeducational Evaluation</u>	<u>\$2500</u>	<u>per eval w/ IEP Attendance</u>
Other (900) <u>Speech Evaluation (Bilingual)</u>	<u>\$2350</u>	<u>per eval w/IEP Attendance</u>
Other (900) <u>Adaptive Physical Education Evals</u>	<u>\$1750</u>	<u>per eval w/IEP Attendance</u>
Other (900) <u>FBA/BIP Evaluations</u>	<u>\$2500</u>	<u>per eval w/IEP Attendance</u>
Other (900) <u>Health Plan</u>	<u>\$1500</u>	<u>per health plan</u>
Other (900) <u>Staff Health Trainings</u>	<u>\$2200</u>	<u>per training</u>
Other (900) <u>Document Translation</u>	<u>\$17</u>	<u>per page</u>

EXHIBIT B: 2020-2021 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) _____ (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year

_____ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year

_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Quarterly Monthly Other
Requirements: _____ _____ _____ (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Coversheet

Finance Update

Section:	VIII. Business
Item:	B. Finance Update
Purpose:	Discuss
Submitted by:	
Related Material:	Audit Slides FY20.pptx Amethod Public Schools - 06.30.20 FS - UPDATED 01.18.21.pdf

Audit Summary



2019-20 Audit Recap

Audit complete with no findings but significant deferred rent adjustments from PY leases

Revenue	<ul style="list-style-type: none">• \$29.4M total audited revenue
Expenses	<ul style="list-style-type: none">• \$29.6M total audited expenses
Net Income	<ul style="list-style-type: none">• \$-181k total audited net income• \$306k lower than unaudited actuals due to large deferred rent adjustments
Fund Balance	<ul style="list-style-type: none">• \$4.9M or 16.6% of annual budget• \$1.7M less than unaudited actuals due to large deferred rent adjustments
Conclusion	<ul style="list-style-type: none">• No weaknesses identified in internal controls, compliance or other matters• No findings

Audit Adjustments: A Correction, Not a Finding

Audit adjustments update the General Ledger based on audit process

6.6M	FY20 <u>Unaudited</u> Actuals Ending Fund Balance
-1.4M	What: PY Deferred rent understatement Why: Lease at 20 years. Added space & Livingston
-461K	What: Deferred rent understatement Why: PY leases not correctly accounted for
+62K	What: Depreciation Overstatement Why: Realigning projects with updated length of lease
+93K	What: Additional adjustments Why: CAM refund (125K) SPED (-65K) CDE Loan(+33K)
4.9M	FY20 <u>Audited</u> Financial Statement Net Assets
Net Operating Income increased by \$306K to -\$181K.	

Amethod Public Schools

Charter Schools:

Oakland Charter Academy #0014

Oakland Charter High #0883

Richmond Charter Academy #1441

Benito Juarez Elementary #1660

Downtown Charter Academy #1661

John Henry High School #1741

Financial Statements

June 30, 2020

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amethod Public Schools
Oakland, California

Report on the Financial Statements

We have audited the accompanying financial statements of Amethod Public Schools' (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the fiscal year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Amethod Public Schools as of June 30, 2020, and the changes in its net assets and its cash flows for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As shown in Note 8 to the financial statements, the fiscal year ended June 30, 2019 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information as listed in the index to the financial statements is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January XX, 2021, on our consideration of Amethod Public Schools' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Amethod Public Schools' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Amethod Public Schools' internal control over financial reporting and compliance.

BAKER TILLY US, LLP

San Diego, California
January xx, 2021

AMETHOD PUBLIC SCHOOLS
STATEMENT OF FINANCIAL POSITION
June 30, 2020

ASSETS

Current assets:

Cash	\$ 4,112,720
Accounts receivable	5,447,666
Prepaid expenses and other current assets	451,209

Total current assets	10,011,595
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Fixed assets, net	8,648,510
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Deposits	403,834
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TOTAL ASSETS	\$ 19,063,939
---------------------	----------------------

LIABILITIES AND NET ASSETS

Current liabilities:

Accounts payable	\$ 808,009
Accrued expenses	1,039,236
Deferred rent	4,115,267
Notes payable, current portion	564,063

Total current liabilities	6,526,575
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Notes payable, net of current portion	7,617,236
---------------------------------------	-----------

Total liabilities	14,143,811
-------------------	------------

Net assets:

Net assets without donor restrictions - undesignated	4,920,128
--	-----------

Total net assets	4,920,128
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TOTAL LIABILITIES AND NET ASSETS	\$ 19,063,939
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AMETHOD PUBLIC SCHOOLS
STATEMENT OF ACTIVITIES
For the fiscal year ended June 30, 2020

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
REVENUES			
Revenue limit sources:			
State aid	\$ 15,556,829	\$ -	\$ 15,556,829
Education protection account	1,071,647	-	1,071,647
In-lieu of property taxes	5,435,084	-	5,435,084
Federal revenues	1,661,166	-	1,661,166
State revenues	4,447,130	-	4,447,130
Local revenues	1,247,997	-	1,247,997
Total revenues before releases	29,419,853	-	29,419,853
Net assets released from restrictions	575,864	(575,864)	-
Total revenues	29,995,717	(575,864)	29,419,853
EXPENSES			
Program services:			
Education	23,840,832	-	23,840,832
Support services:			
Management and general	5,760,347	-	5,760,347
Total expenses	29,601,179	-	29,601,179
CHANGE IN NET ASSETS	394,538	(575,864)	(181,326)
NET ASSETS, BEGINNING OF YEAR, RESTATED	4,525,590	575,864	5,101,454
NET ASSETS, END OF YEAR	\$ 4,920,128	\$ -	\$ 4,920,128

AMETHOD PUBLIC SCHOOLS
STATEMENT OF FUNCTIONAL EXPENSES
For the fiscal year ended June 30, 2020

	Program Services	Support Services	
	Education	Management and General	Total
Certificated salaries	\$ 6,408,634	\$ 133,942	\$ 6,542,576
Classified salaries	5,154,678	845,339	6,000,017
Employee benefits	2,187,332	127,224	2,314,556
Books and supplies	1,088,161	291,148	1,379,309
Travel and conferences	32,246	10,308	42,554
Dues and memberships	20,251	-	20,251
Operation and housekeeping services	863,208	53,472	916,680
Rental, leases, repairs and non-capitalized improvements	4,193,985	1,190,250	5,384,235
Professional/consulting services and operating expenditures	3,687,927	2,036,968	5,724,895
Communications	204,410	51,102	255,512
Depreciation	-	799,988	799,988
Direct support/indirect cost charges	-	220,606	220,606
Total expenses	<u>\$ 23,840,832</u>	<u>\$ 5,760,347</u>	<u>\$ 29,601,179</u>

AMETHOD PUBLIC SCHOOLS
STATEMENT OF CASH FLOWS
For the Fiscal Year Ended June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES:

Change in net assets	\$ (181,326)
Adjustments to reconcile change in net assets to net cash flows provided by operating activities:	
Depreciation	799,988
Construction in progress write off	80,529
(Increase) decrease in operating assets:	
Accounts receivable	(605,135)
Prepaid expenses and other current assets	(36,036)
Increase (decrease) in operating liabilities:	
Accounts payable	159,948
Accrued expenses	(143,359)
Deferred rent	465,002
Net cash flows provided by operating activities	<u>539,611</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of fixed assets	<u>(8,000)</u>
Net cash flows used in investing activities	(8,000)

CASH FLOWS FROM FINANCING ACTIVITIES:

Proceeds from notes payable	2,778,325
Payment on notes payable	<u>(599,748)</u>
Net cash flows provided by financing activities	<u>2,178,577</u>

NET INCREASE IN CASH 2,710,188

CASH, BEGINNING OF YEAR 1,402,532

CASH, END OF YEAR \$ 4,112,720

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash paid for interest	<u><u>\$ 312,001</u></u>
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AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

1. ORGANIZATION AND MISSION

Amethod Public Schools (the “Organization”) is a non-profit public benefit corporation. The Organization was incorporated on November 11, 2010, and was designed to promote the academic advancement of disenfranchised middle school and high school aged youth from East Oakland, California. Formerly known as Oakland Charter Academy, Inc., the Organization first opened in 1993.

The Organization currently operates six charter schools: Oakland Charter Academy (“OCA”), Oakland Charter High School (“OCHS”), Richmond Charter Academy (“RCA”), Downtown Charter Academy (“DCA”), Richmond Charter Elementary – Benito Juarez Elementary (“BJE”) and John Henry High School (“JHHS”).

Oakland Charter Academy was both petitioned and approved through the Oakland Unified School District, and serves grades 6 through 8. OCA commenced operations in 1993 and was granted a charter renewal that expires on June 30, 2023.

Oakland Charter High School was petitioned and approved through the Oakland Unified School District, and commenced operations in 2007 and was granted a charter renewal that expires on June 30, 2022.

Richmond Charter Academy was petitioned and approved through the West Contra Costa Unified School District and began operations in the 2013. RCA serves grades 6 through 8 and was granted a renewal that expires on June 30, 2022.

Downtown Charter Academy was petitioned and approved through the Oakland Unified School District and began operations in 2014. DCA serves grades 6 through 8 and was granted a charter that expires on June 30, 2023.

Richmond Charter Elementary – Benito Juarez Elementary was petitioned and approved through the West Contra Costa Unified School District and began operations in 2014. BJE serves grades Kindergarten through grade 5 and was granted a charter that expires on June 30, 2022.

John Henry High School was petitioned and approved through the West Contra Costa Unified School District and began operations in 2015 and was granted a charter that expires on June 30, 2020. In July of 2020, JHHS was granted a charter that expires on June 30, 2025 and became authorized by the State Board of Education. JHHS currently serves grades 9 through grade 12.

The Organization’s home office is operated to provide support services to the each of the charter schools.

The mission of the Organization is to provide a fundamental and rigorous college preparatory education to any student that chooses one of its schools.

It is the Organization’s belief that successful life in modern society can be achieved through college education, especially for historically disenfranchised populations. All graduates of the Organization will have gone through a challenging academic and character development program that will ready graduates to enter and succeed in college, and provide options for future endeavors.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation

In accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") 2016-14, Not-for-Profit entities ("Topic 958"), *Presentation of Financial Statements of Not-for-Profit Entities*, the Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions

Net asset available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated none of these net assets for operating reserves and future program development.

Net assets with donor restrictions

Net assets subject to donor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. As of June 30, 2020, the Organization did not have any net assets with donor restrictions.

Accounting Method - Basis of Accounting

The financial statements were prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") as applicable to not-for-profit organizations. The Organization uses the accrual basis of accounting, under which revenues are recognized when they are earned, and expenditures are recognized in the accounting period in which the liability is incurred.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Organization is exempt from income taxes under Internal Revenue Code Section 501(c)(3). It is, however, subject to income taxes from activities unrelated to its tax-exempt purpose. The Organization uses the same accounting methods for tax and financial reporting.

GAAP provides accounting and disclosure guidance about positions taken by an entity in its tax returns that might be uncertain. Management has considered its tax positions and believes that all of the positions taken in its federal and state exempt organization tax returns are more likely than not to be sustained upon examination. The Organization's returns are subject to examination by federal and state taxing authorities, generally for three years and four years, respectively, after they are filed.

Functional Allocation of Expenses

The costs of providing the program services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services based on employees' time incurred and management's estimates of the usage of resources.

Fixed Assets

Fixed assets are recorded at cost and depreciated under the straight-line method over their estimated useful lives. Repair and maintenance costs, which do not extend the useful lives of the asset, are charged to expense. The cost of assets, sold or retired, and related amounts of accumulated depreciation are eliminated from the accounts in the year of disposal, and any resulting gain or loss is included in the earnings. Management has elected to capitalize and depreciate all assets costing \$5,000 or more; all other assets are charged to expense in the year incurred.

Revenue Sources and Recognition

The Organization primarily receives funds from the California Department of Education ("CDE"). Revenue limit sources and state revenues received from the CDE are determined based on the Organization's average daily attendance ("ADA") of students and recognized in the period the ADA occurs.

In addition, the Organization receives federal, state and local revenues for the enhancement of various educational programs. This assistance is generally received based on applications submitted to and approved by various granting agencies. The Organization recognizes federal revenue to the extent that eligible expenditures have been incurred.

Revenue that is restricted is recorded as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restrictions.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

New Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases* ("Topic 842"). Topic 842 requires a lessee to recognize a lease asset representing its right to use the underlying asset for the lease term, and a lease liability for the present value of payments to be made to lessor, on its statement of financial position for all leases greater than 12 months. In June 2020, the FASB issued ASU 2020-05, which deferred the effective date of this guidance by one year until fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Although the full impact of this new guidance on the Organization's financial statements has not yet been determined, the future adoption of this guidance will require the Organization to record assets and liabilities on its statement of financial position relating to facility and other leases currently being accounted for as operating leases (See Note 10).

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09"). The guidance in ASU No. 2014-09 provides that an entity should recognize revenue to depict the transfer of goods or services provided and establishes the following steps to be applied by an entity: (1) identify the contract with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies the performance obligation. In June 2020, the FASB issued ASU 2020-05, which deferred the effective date of this guidance by one year, which makes this guidance effective for the Organization for its fiscal year beginning July 1, 2020. The Organization has not yet completed its assessment of the potential impact of this guidance on its financial statements.

3. CASH

Cash at June 30, 2020, consisted of the following:

Cash in banks	\$ 4,112,720
Total cash	<u>\$ 4,112,720</u>

Cash balances held in banks are insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). The Organization maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts. At June 30, 2020, the Organization had \$4,724,163 of uninsured funds.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

4. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization manages its cash available to meet general expenditures following three guiding principles:

- Operating with a prudent range of financial soundness and stability,
- Maintaining adequate liquid assets
- Maintaining sufficient reserves to provide reasonable assurance that long term grant commitments and obligations under endowments with donor restrictions and quasi-endowments that support mission fulfillment with continue to be met, ensuring the sustainability of the Organization.

The Organization's financial assets available within one year of the Statement of Financial Position date for general expenditures are as follows:

Cash	\$ 4,112,720
Accounts receivable	5,447,666
Total financial assets available within one year	<u>\$ 9,560,386</u>

5. ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2020, consisted of the following:

Revenue limit sources:	
State aid	\$ 2,878,020
In-lieu of property taxes	804,622
Federal revenues	546,591
State revenues	818,848
Local revenues	399,585
Total accounts receivable	<u>\$ 5,447,666</u>

6. FIXED ASSETS, NET

Fixed assets, net at June 30, 2020, consisted of the following:

Leasehold improvements	\$ 11,092,415
Construction in progress	24,739
Equipment	307,015
Buildings	1,961,079
Less: accumulated depreciation	<u>(4,736,738)</u>
Total fixed assets, net	<u>\$ 8,648,510</u>

During the fiscal year ended June 30, 2020, a total of \$799,988 was charged to depreciation expense.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

7. NOTES PAYABLE

Charter School Revolving Loan (JHHS)

On June 26, 2015, the Organization entered into a loan agreement with Charter School Finance Authority in the principal amount of \$250,000, with interest at 0.30% per annum. The loan was fully paid as of June 30, 2020.

Capital Impact Partners

On June 22, 2016, the Organization entered into a loan agreement with Capital Impact Partners in the principal amount of \$3,000,000, with interest at 6.00% per annum. The principal is due July 1, 2026, along with any accrued unpaid interest. Required payments of principal on the long-term notes payable as of June 30, 2020, including maturities, are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 304,044	\$ 123,723	\$ 427,767
2022	323,067	104,700	427,767
2023	343,269	84,498	427,767
2024	363,471	64,286	427,757
2025	387,558	40,209	427,767
Thereafter	450,007	16,149	466,156
	<u>\$ 2,171,416</u>	<u>\$ 433,565</u>	<u>\$ 2,604,981</u>

New Resource Bank Loans

On December 18, 2017, the Organization entered into loan agreements with New Resource Bank in the principal amount of \$3,800,000, with interest at 5.25% per annum. The loans mature December 18, 2032, along with any accrued unpaid interest. Required payments of principal on the long-term notes payable as of June 30, 2020, including maturities, are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 215,256	156,966	372,222
2022	226,834	145,389	372,223
2023	245,062	133,124	378,186
2024	264,432	119,718	384,150
2025	278,653	105,497	384,150
Thereafter	1,857,316	299,800	2,157,116
	<u>\$ 3,087,553</u>	<u>\$ 960,494</u>	<u>\$ 4,048,047</u>

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

7. NOTES PAYABLE (continued)

PPP Loan (Home Office)

On May 7, 2020, the Organization applied and was approved for a Paycheck Protection Program loan ("PPP loan") under the Coronavirus Aid, Relief, and Economic Security Acts ("CARES Act") in the amount of \$2,778,325. The PPP loan is scheduled to mature on May 7, 2022, has a 1.00% per annum interest rate, and is subject to the terms and conditions applicable to loans administered by the SBA under the CARES Act, as amended by the PPP Flexibility Act. Monthly principal and interest payments, less the amount of any potential forgiveness (as discussed below), is anticipated to commence in August 2021. The Organization did not provide any collateral or guarantees for the PPP loan, nor did the Organization pay any facility charge to obtain the PPP loan.

Under the requirements of the CARES Act, as amended by the PPP Flexibility Act, proceeds may only be used for certain eligible costs. The loan may be fully forgiven if (i) proceeds are used to pay eligible payroll costs, rent, mortgage interest and utilities and (ii) full-time employee headcount and salaries are either maintained during the 24-week or 8-week period following disbursement or restored by December 31, 2020. If not so maintained or restored, forgiveness of the loan will be reduced in accordance with the regulations to be issued by the SBA. Any forgiveness of the loan will be subject to approval by the SBA and will require the Company to apply for forgiveness.

While the Organization may apply for forgiveness of the PPP loan in accordance with the requirements and limitations under the CARES Act, as amended by the PPP Flexibility Act, and the SBA regulations and requirements, no assurance can be given that any portion of the PPP loan will be forgiven.

This loan has been classified as non-current as the exact payment terms, if any, will be set after the forgiveness amount is approved by the SBA and remitted to the lender.

Changes in obligations under notes payable for the fiscal year ended June 30, 2020, are as follows:

	Balance			Balance	Due in
	June 30, 2019	Additions	Payments	June 30, 2020	one year
Charter School Revolving Loan (JHHS)	66,668	-	(66,668)	-	-
Capital Lease Payable	188,948	-	(44,943)	144,005	44,763
Capital Impact Partners	2,457,973	-	(286,557)	2,171,416	304,044
New Resource Bank Loans	3,289,133	-	(201,580)	3,087,553	215,256
PPP Loan	-	2,778,325	-	2,778,325	-
Total	<u>\$ 6,002,722</u>	<u>\$ 2,778,325</u>	<u>\$ (599,748)</u>	<u>\$ 8,181,299</u>	<u>\$ 564,063</u>

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

8. PRIOR PERIOD ADJUSTMENT

The Organization's net assets at June 30, 2019, were restated to correct a total \$2,017,795 understatement of accrued expenses, related to bonuses and Proposition 39 clean energy funds, and deferred rent. The adjustment to correct this misstatement increased accrued expenses and deferred rent and decreased beginning of year net assets by this amount. The previously reported net assets as of June 30, 2019 was restated as follows:

Net assets, as previously reported	\$ 7,119,881
Prior period adjustment - accrued expenses	(209,616)
Prior period adjustment - Proposition 39	(422,559)
Prior period adjustment - deferred rent	<u>(1,386,252)</u>
Net assets, restated	<u><u>\$ 5,101,454</u></u>

9. EMPLOYEE RETIREMENT PLAN

The Organization established a defined contribution plan called Amethod Public Schools 401(k) Retirement Plan (Plan) under the provisions of the Employee Retirement Security Act of 1974 (ERISA). The Organization is a sponsor of the Plan.

Participation in the Plan is open to all employees who have reached age 21 and completed two months of service, as defined by the Plan. The Organization may make a discretionary matching contribution equal to 100% of the participant's elective deferrals up to 3.0% of the participant's salary. The Organization's contribution to the Plan for the fiscal year ending June 30, 2020, was \$90,629.

10. OPERATING LEASES

The Organization leases its facilities under lease arrangements that are for more than one year ending in 2035. The Organization subleases a portion of their leased facilities through February 2025. The future minimum lease payments are as follows:

Year Ending June 30,	Lease Payments
2021	\$ 4,726,141
2022	4,920,210
2023	4,062,322
2024	3,827,235
2025	3,941,910
Thereafter	<u>36,690,338</u>
Total future lease payments	<u><u>\$ 58,168,156</u></u>

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

10. OPERATING LEASES (continued)

The Organization received \$27,000 through its sublease for the year ended June 30, 2020. The Organization did not pay any contingent rentals associated with these leases. For the fiscal year ended June 30, 2020, operating lease expense was \$4,938,548.

11. COMMITMENTS AND CONTINGENCIES

State Allowances, Awards, and Grants

The Organization has received state funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, management believes that any required reimbursement will not be material.

12. RISKS RELATED TO COVID-19 PANDEMIC

On March 10, 2020, the World Health Organization declared the coronavirus outbreak to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical areas in which the Organization operates.

While it is unknown how long these conditions will last and what the complete financial effects will be to the Organization, the Organization believes it reasonably possible that they are vulnerable to the risk of a near term severe impact, including, but not limited to declining student enrollment resulting in decreased state and federal aid, and decreased donations and contributions.

13. SUBSEQUENT EVENTS

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from the balance sheet date through **January XX, 2021**, which is the date the financial statements were available to be issued. Management believes there are no events, which require adjustments to, or disclosures in, the accompanying financial statements.

SUPPLEMENTARY INFORMATION

AMETHOD PUBLIC SCHOOLS ORGANIZATION JUNE 30, 2020

Amethod Public Schools consists of six charter schools: Oakland Charter Academy, Oakland Charter High School, Richmond Charter Academy, Richmond Charter Elementary, Downtown Charter Academy, and John Henry High School. Amethod Public Schools has since opened an elementary school and now serves grades TK-12. The Organization's home office is operated to provide support services to each of the charter schools.

Oakland Charter Academy [#0014] is a grade 6-8 Charter School and was granted its charter renewal by the Oakland Unified School District in January 10, 2018, pursuant to the Charter School Act of 1992, as amended.

Oakland Charter High School [#0883] is a grade 9-12 Charter School and was granted its charter renewal by the Oakland Unified School District on February 8, 2017, pursuant to the Charter School Act of 1992, as amended.

Richmond Charter Academy [#1441] is a grade 6-8 Charter School and was granted its charter by the West Contra Costa Unified School District on March 21, 2012, pursuant to the Charter School Act of 1992, as amended.

Benito Juarez Elementary [#1660] is a Kindergarten – grade 5 Charter School and was granted its charter by the West Contra Costa Unified School District on November 6, 2013, pursuant to the Charter School Act of 1992, as amended.

Downtown Charter Academy [#1661] is a grade 6-8 Charter School and was granted its charter by the Oakland Unified School District on January 29, 2013, pursuant to the Charter School Act of 1992, as amended.

John Henry High School [#1741] is a grade 9-12 Charter School and was granted its charter renewal by the West Contra Costa Unified School District in July 2020, pursuant to the Charter School Act of 1992, as amended. In July of 2020, JHHS was granted a charter that expires on June 30, 2025 and became authorized by the State Board of Education.

Name	Office	Term	Term Expiration
Peter Hanley	Board Chair	4	January 9, 2024
Edgar Quiroz	Board Vice Chair	4	September 26, 2022
Maribel Gonzalez	Member	4	October 11, 2023
Gilbert Lopez, Jr.	Member	4	January 9, 2024
Nick Driver	Member	4	August 19, 2024

Administration

Name	Position
Nick Vaca	Chief Executive Officer
Wilfredo Mendoza	Director of Finance

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF AVERAGE DAILY ATTENDANCE
For the fiscal year ended June 30, 2020

Oakland Charter Academy		
	Second Period Report	Annual Report
Grades 4 - 6	71.67	71.67
Grades 7 - 8	167.71	167.71
Total	239.38	239.38

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

Oakland Charter High School		
	Second Period Report	Annual Report
Grades 9 - 12	444.25	444.25
Total	444.25	444.25

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

Richmond Charter Academy		
	Second Period Report	Annual Report
Grades 4 - 6	84.93	84.93
Grades 7 - 8	163.72	163.72
Total	248.65	248.65

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF AVERAGE DAILY ATTENDANCE
For the fiscal year ended June 30, 2020

Downtown Charter Academy

	<u>Second Period Report</u>	<u>Annual Report</u>
Grades 4 - 6	108.83	108.83
Grades 7 - 8	211.58	211.58
Total	<u>320.41</u>	<u>320.41</u>

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

Benito Juarez Elementary

	<u>Second Period Report</u>	<u>Annual Report</u>
TK/K - 3	296.24	296.24
Grades 4 - 6	159.16	159.16
Total	<u>455.40</u>	<u>455.40</u>

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

John Henry High School

	<u>Second Period Report</u>	<u>Annual Report</u>
Grades 9 - 12	300.38	300.38
Total	<u>300.38</u>	<u>300.38</u>

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

**AMETHOD PUBLIC SCHOOLS
SCHEDULE OF INSTRUCTIONAL TIME
For the Fiscal Year Ended June 30, 2020**

Oakland Charter Academy

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 6	54,000	65,328	180	In compliance
Grade 7	54,000	65,328	180	In compliance
Grade 8	54,000	65,328	180	In compliance

Oakland Charter High School

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 9	64,800	69,090	180	In compliance
Grade 10	64,800	69,090	180	In compliance
Grade 11	64,800	69,090	180	In compliance
Grade 12	64,800	69,090	180	In compliance

Richmond Charter Academy

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 6	54,000	65,360	180	In compliance
Grade 7	54,000	65,360	180	In compliance
Grade 8	54,000	65,360	180	In compliance

**AMETHOD PUBLIC SCHOOLS
SCHEDULE OF INSTRUCTIONAL TIME
For the Fiscal Year Ended June 30, 2020**

Downtown Charter Academy

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 6	54,000	61,776	180	In compliance
Grade 7	54,000	61,776	180	In compliance
Grade 8	54,000	61,776	180	In compliance

Benito Juarez Elementary

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Kindergarten	36,000	55,480	180	In compliance
Grade 1	50,400	55,480	180	In compliance
Grade 2	50,400	55,480	180	In compliance
Grade 3	50,400	59,550	180	In compliance
Grade 4	54,000	59,550	180	In compliance
Grade 5	54,000	59,550	180	In compliance

John Henry High School

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 9	64,800	71,820	180	In compliance
Grade 10	64,800	71,820	180	In compliance
Grade 11	64,800	70,740	180	In compliance
Grade 12	64,800	70,740	180	In compliance

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2020

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed through California Department of Education			
NCLB: Title I, Part A, Basic Grants			
Low-Income and Neglected	84.010	14329	
Oakland Charter Academy			\$ 131,695
Oakland Charter High School			138,415
Richmond Charter Academy			92,704
Downtown Charter Academy			91,230
Benito Juarez Elementary			156,537
John Henry High School			102,181
			<u>712,762</u>
NCLB: Title II, Part A, Teacher Quality	84.367	14341	
Oakland Charter Academy			12,024
Oakland Charter High School			20,040
Richmond Charter Academy			13,206
Downtown Charter Academy			13,704
Benito Juarez Elementary			20,961
John Henry High School			14,856
			<u>94,791</u>
NCLB: Title III, Limited English Proficient (LEP)			
Student Program	84.365	14346	
Richmond Charter Academy			48,947
			<u>48,947</u>
Student Support and Academic Enrichment (CSI)	84.424	15396	
Oakland Charter Academy			131,434
			<u>131,434</u>

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2020

<u>Federal Grantor/ Pass-Through Grantor/ Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
NCLB: Title IV			
Low-Income and Neglected			
Oakland Charter Academy			\$ 10,250
Oakland Charter High School			10,325
Richmond Charter Academy			10,000
Downtown Charter Academy			10,000
Benito Juarez Elementary			11,677
John Henry High School			10,000
			<u>62,252</u>
Special Education: IDEA Basic Local Assistance			
Entitlement, Part B, Sec 611	84.027	13379	
Oakland Charter Academy			31,276
Oakland Charter High School			61,088
Richmond Charter Academy			35,801
Downtown Charter Academy			40,592
Benito Juarez			56,031
John Henry High School			42,589
			<u>267,378</u>
Total U.S. Department of Education			1,317,564
U.S. Department of Agriculture			
Child Nutrition Program	10.555	13755	
Oakland Charter High School			70,781
Oakland Charter Academy			51,407
Richmond Charter Academy			41,846
Downtown Charter Academy			33,360
Benito Juarez			101,862
John Henry High School			44,346
Total U.S. Department of Agriculture			<u>343,602</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u><u>\$ 1,661,166</u></u>

1. NOTE BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards included the federal grant activity of Amethod Public Schools and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance). Amethod Public Schools has elected to use the 10-percent de minimus indirect cost rate allowed under Uniform Guidance.

AMETHOD PUBLIC SCHOOLS
RECONCILIATION OF CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL
REPORT -- ALTERNATIVE FORM WITH AUDITED FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2020

Oakland Charter Academy

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 2,946,742
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Rounding adjustment	(1)
Related party receivable/(payable)	(344,571)
Fixed assets overstatement	(3,454)
Accounts payable overstatement	344,572
Deferred rent	(51,700)
Net adjustments and reclassifications	<u>(55,154)</u>
June 30, 2020, audited financial statement net assets	<u>\$ 2,891,588</u>

Oakland Charter High School

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 6,074,537
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Cash understatement	(1,498)
Accounts receivable overstatement	11,724
Related party receivable/(payable)	(665,745)
Fixed assets understatement	(76,482)
Accounts payable overstatement	665,746
Notes payable understatement	19,279
Net adjustments and reclassifications	<u>(46,976)</u>
June 30, 2020, audited financial statement net assets	<u>\$ 6,027,561</u>

AMETHOD PUBLIC SCHOOLS
RECONCILIATION OF CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL
REPORT -- ALTERNATIVE FORM WITH AUDITED FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2020

Richmond Charter Academy

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 804,516
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Accounts receivable understatement	(335,977)
Related party receivable/(payable) overstatement	61,211
Fixed assets understatement	15,212
Accounts payable overstatement	338,790
Deferred rent overstatement	(226,847)
Net adjustments and reclassifications	<u>(147,611)</u>
June 30, 2020, audited financial statement net assets	<u><u>\$ 656,905</u></u>

Downtown Charter Academy

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 2,880,746
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Cash overstatement	(749)
Related party receivable/(payable)	(432,790)
Rounding adjustment	(2,906)
Accounts payable overstatement	432,791
Deferred rent	(43,200)
Notes payable understatement	749
Net adjustments and reclassifications	<u>(46,105)</u>
June 30, 2020, audited financial statement net assets	<u><u>\$ 2,834,641</u></u>

AMETHOD PUBLIC SCHOOLS
RECONCILIATION OF CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL
REPORT -- ALTERNATIVE FORM WITH AUDITED FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2020

Benito Juarez Elementary

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 901,742
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Cash understatement	(1)
Accounts receivable understatement	461,112
Related party receivable/(payable) understatement	(1,009,304)
Fixed assets understatement	8,817
Accounts payable overstatement	544,968
Deferred rent overstatement	(295,734)
Net adjustments and reclassifications	<u>(290,142)</u>
June 30, 2020, audited financial statement net assets	<u><u>\$ 611,600</u></u>

John Henry High School

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 365,807
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Cash overstatement	(1,498)
Accounts receivable understatement	(5,263)
Related party receivable/(payable)	(423,589)
Fixed assets overstatement	(4,485)
Accounts payable understatement	423,590
Deferred rent	(200,298)
Notes payable understatement	34,833
Net adjustments and reclassifications	<u>(176,710)</u>
June 30, 2020, audited financial statement net assets	<u><u>\$ 189,097</u></u>

AMETHOD PUBLIC SCHOOLS
COMBINING SCHEDULE OF FINANCIAL POSITION
June 30, 2020

	Oakland Charter Academy	Oakland Charter High School	Richmond Charter Academy	Downtown Charter Academy	Benito Juarez Elementary	John Henry High School	Home Office	Total
ASSETS								
Current assets:								
Cash	\$ 2,383,463	\$ 5,533,377	\$ 1,418,245	\$ 2,660,522	\$ 191,665	\$ 338,899	\$ (8,413,451)	\$ 4,112,720
Accounts receivable	790,558	991,562	712,687	692,907	1,435,154	824,798	-	5,447,666
Related party receivable	(344,571)	(665,745)	61,211	(432,790)	(1,009,304)	(423,589)	2,814,788	-
Prepaid expenses and other current assets	31,030	44,981	81,891	48,266	125,839	49,985	69,217	451,209
Total current assets	2,860,480	5,904,175	2,274,034	2,968,905	743,354	790,093	(5,529,446)	10,011,595
Fixed assets, net	411,044	633,392	676,681	69,333	2,541,223	739,794	3,577,043	8,648,510
Deposits	62,050	19,000	25,000	45,000	-	50,000	202,784	403,834
TOTAL ASSETS	\$ 3,333,574	\$ 6,556,567	\$ 2,975,715	\$ 3,083,238	\$ 3,284,577	\$ 1,579,887	\$ (1,749,619)	\$ 19,063,939
LIABILITIES AND NET ASSETS								
Current liabilities:								
Accounts payable	\$ 104,195	\$ 173,491	\$ 99,867	\$ 114,948	\$ 147,184	\$ 74,036	\$ 94,288	\$ 808,009
Accrued expenses	38,622	316,094	209,511	61,650	138,929	46,127	228,303	1,039,236
Deferred rent	87,830	-	1,221,495	43,200	1,196,042	537,140	1,029,560	4,115,267
Notes payable, current portion	12,370	17,781	70,634	8,952	81,134	69,148	304,044	564,063
Total current liabilities	243,017	507,366	1,601,507	228,750	1,563,289	726,451	1,656,195	6,526,575
Notes payable, net of current portion	198,969	39,421	717,303	19,847	1,109,688	664,339	4,867,669	7,617,236
Total liabilities	441,986	546,787	2,318,810	248,597	2,672,977	1,390,790	6,523,864	14,143,811
Net assets (deficit):								
Net assets without donor restrictions -								
Undesignated	2,891,588	6,009,780	656,905	2,834,641	611,600	189,097	(8,273,483)	4,920,128
Total net assets (deficit)	2,891,588	6,009,780	656,905	2,834,641	611,600	189,097	(8,273,483)	4,920,128
TOTAL LIABILITIES AND NET ASSETS	\$ 3,333,574	\$ 6,556,567	\$ 2,975,715	\$ 3,083,238	\$ 3,284,577	\$ 1,579,887	\$ (1,749,619)	\$ 19,063,939

AMETHOD PUBLIC SCHOOLS

COMBINING SCHEDULE OF ACTIVITIES

For the Fiscal Year Ended June 30, 2020

	Oakland Charter Academy		Oakland Charter High School		Richmond Charter Academy		Downtown Charter Academy		Benito Juarez Elementary		John Henry High School		Home Office	Elimination	Total
	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions			
REVENUES															
Revenue limit sources:															
State aid	\$ 1,662,252	\$ -	\$ 3,893,313	\$ -	\$ 1,575,643	\$ -	\$ 2,355,714	\$ -	\$ 3,361,310	\$ -	\$ 2,708,597	\$ -	\$ -	\$ -	\$ 15,556,829
Education protection account	202,767	-	442,020	-	211,622	-	64,082	-	91,080	-	60,076	-	-	-	1,071,647
In-lieu of property taxes	602,184	-	1,117,555	-	720,212	-	806,023	-	1,319,062	-	870,048	-	-	-	5,435,084
Federal revenues	372,104	-	301,036	-	234,103	-	237,536	-	347,068	-	169,319	-	-	-	1,661,166
State revenues	606,403	-	915,255	-	646,311	-	864,545	-	974,521	-	439,206	-	889	-	4,447,130
Local revenues	154,236	-	100,191	-	177,780	-	165,657	-	155,902	-	129,822	-	3,179,197	(2,814,788)	1,247,997
Total revenues before releases	3,599,946	-	6,769,370	-	3,565,671	-	4,493,557	-	6,248,943	-	4,377,068	-	3,180,086	(2,814,788)	29,419,853
Net assets released from restrictions	245,960	(245,960)	252,523	(252,523)	9,586	(9,586)	-	-	-	-	67,795	(67,795)	-	-	-
Total revenues	3,845,906	(245,960)	7,021,893	(252,523)	3,575,257	(9,586)	4,493,557	-	6,248,943	-	4,444,863	(67,795)	3,180,086	(2,814,788)	29,419,853
EXPENSES															
Program services:															
Education	2,525,993	-	4,772,571	-	2,982,939	-	3,237,895	-	5,150,819	-	3,572,155	-	1,598,460	-	23,840,832
Support services:															
Management and general	750,162	-	1,334,634	-	631,996	-	701,861	-	1,159,377	-	812,207	-	3,184,898	(2,814,788)	5,760,347
Total expenses	3,276,155	-	6,107,205	-	3,614,935	-	3,939,756	-	6,310,196	-	4,384,362	-	4,783,358	(2,814,788)	29,601,179
CHANGE IN NET ASSETS	569,751	(245,960)	914,688	(252,523)	(39,678)	(9,586)	553,801	-	(61,253)	-	60,501	(67,795)	(1,603,272)	-	(181,326)
NET ASSETS (DEFICIT), BEGINNING OF YEAR, RESTATED	2,321,837	245,960	5,095,092	252,523	696,583	9,586	2,280,840	-	672,853	-	128,596	67,795	(6,670,211)	-	5,101,454
NET ASSETS (DEFICIT), END OF YEAR	\$ 2,891,588	\$ -	\$ 6,009,780	\$ -	\$ 656,905	\$ -	\$ 2,834,641	\$ -	\$ 611,600	\$ -	\$ 189,097	\$ -	\$ (8,273,483)	\$ -	\$ 4,920,128

AMETHOD PUBLIC SCHOOLS
COMBINING SCHEDULE OF CASH FLOWS
For the Fiscal Year Ended June 30, 2020

	Oakland Charter Academy	Oakland Charter High School	Richmond Charter Academy	Downtown Charter Academy	Benito Juarez Elementary	John Henry High School	Home Office	Total
CASH FLOWS FROM OPERATING ACTIVITIES:								
Change in net assets	\$ 323,791	\$ 662,165	\$ (49,264)	\$ 553,801	\$ (61,253)	\$ (7,294)	\$ (1,603,272)	\$ (181,326)
Adjustments to reconcile change in net assets to net cash flows provided by (used in) operating activities:								
Depreciation	121,601	131,368	49,986	17,337	174,658	64,428	240,610	799,988
Construction in progress write off	-	80,529	-	-	-	-	-	80,529
Adjustments to change in net assets (Increase) decrease in operating assets:								
Accounts receivable	(36,653)	174,016	(92,723)	(123,526)	(599,897)	168,438	(94,790)	(605,135)
Related party receivable	1,514,692	2,290,745	(61,211)	732,790	(465,486)	(191,532)	(3,819,998)	-
Prepaid expenses and other current assets	5,315	28,615	(30,004)	(1,073)	(42,207)	5,290	(1,972)	(36,036)
Increase (decrease) in operating liabilities:								
Accounts payable	(3,154)	21,162	(585)	25,371	25,639	(9,243)	100,758	159,948
Accrued expenses	(45,429)	(33,245)	(188,569)	(106,349)	(7,968)	(65,003)	303,204	(143,359)
Deferred rent	(11,511)	-	17,608	1,200	69,303	79,268	309,134	465,002
Net cash flows provided by (used in) operating activities	1,868,652	3,355,355	(354,762)	1,099,551	(907,211)	44,352	(4,566,326)	539,611
CASH FLOWS FROM INVESTING ACTIVITIES								
Purchase of fixed assets	-	-	-	-	-	-	(8,000)	(8,000)
Net cash flows used in investing activities	-	-	-	-	-	-	(8,000)	(8,000)
CASH FLOWS FROM FINANCING ACTIVITIES								
Proceeds from notes payable	-	-	-	-	-	-	2,778,325	2,778,325
Payment on notes payable	(17,251)	(17,976)	(179,860)	(8,991)	(71,106)	(132,630)	(171,934)	(599,748)
Net cash flows (used in) provided by financing activities	(17,251)	(17,976)	(179,860)	(8,991)	(71,106)	(132,630)	2,606,391	2,178,577
NET INCREASE (DECREASE) IN CASH	1,851,401	3,337,379	(534,622)	1,090,560	(978,317)	(88,278)	(1,967,935)	2,710,188
CASH, BEGINNING OF YEAR	532,062	2,195,998	1,952,867	1,569,962	1,169,982	427,177	(6,445,516)	1,402,532
CASH, END OF YEAR	<u>\$ 2,383,463</u>	<u>\$ 5,533,377</u>	<u>\$ 1,418,245</u>	<u>\$ 2,660,522</u>	<u>\$ 191,665</u>	<u>\$ 338,899</u>	<u>\$ (8,413,451)</u>	<u>\$ 4,112,720</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION								
Cash paid for interest	<u>\$ 17,477</u>	<u>\$ -</u>	<u>\$ 111,403</u>	<u>\$ -</u>	<u>\$ 60,840</u>	<u>\$ 37,555</u>	<u>\$ 84,726</u>	<u>\$ 312,001</u>

OTHER INDEPENDENT AUDITOR'S REPORTS SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Amethod Public Schools
Oakland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Amethod Public Schools (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January xx, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Amethod Public Schools' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Amethod Public Schools' internal control. Accordingly, we do not express an opinion on the effectiveness of Amethod Public Schools' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Amethod Public Schools' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BAKER TILLY US, LLP

San Diego, California
January XX, 2021

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
Amethod Public Schools
Oakland, California

Report on Compliance for Each Major Federal Program

We have audited Amethod Public Schools' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Amethod Public Schools' major federal programs for the fiscal year ended June 30, 2020. Amethod Public Schools' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Amethod Public Schools major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Amethod Public Schools' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Amethod Public Schools' compliance.

Opinion on Each Major Federal Program

In our opinion, Amethod Public Schools complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2020.

Report on Internal Control Over Compliance

Management of Amethod Public Schools is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Amethod Public Schools' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Amethod Public Schools' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BAKER TILLY US, LLP

San Diego, California

January XX, 2021

INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

Board of Directors
Amethod Public Schools
Oakland, California

Report on Compliance for Each State Program

We have audited Amethod Public Schools' compliance with the types of compliance requirements described in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, that could have a direct and material effect on each of Amethod Public Schools' state programs for the fiscal year ended June 30, 2020. Amethod Public Schools' state programs are identified below.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Amethod Public Schools' state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the State's Audit Guide, *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a state program occurred. An audit includes examining, on a test basis, evidence about Amethod Public Schools' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state program. However, our audit does not provide a legal determination of Amethod Public Schools' compliance. In connection with the audit referred to above, we selected transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

Description	Procedures Performed
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based Attendance	Not Applicable
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study for Charter Schools	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes - Classroom Based	Yes
Charter School Facility Grant Program	Yes

The term “Not Applicable” is used above to mean either that the Organization did not offer the program during the current fiscal year, or that the program applies only to a different type of local education agency.

Opinion on State Programs

In our opinion, Amethod Public Schools complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its state programs for the fiscal year ended June 30, 2020.

The purpose of this report on state compliance is solely to describe the scope of our testing of state compliance and the results of that testing based on the requirements of the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

BAKER TILLY US, LLP

San Diego, California
January XX, 2021

FINDINGS AND RECOMMENDATIONS SECTION

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Fiscal Year Ended June 30, 2020

A. Summary of Auditor's Results

1. Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

One or more material weaknesses identified? Yes X No

One or more significant deficiencies identified that are not considered to be material weaknesses? Yes X None reported

Noncompliance material to financial statements noted? Yes X No

2. Federal Awards

Internal control over major programs:

One or more material weaknesses identified? Yes X No

One or more significant deficiencies identified that are not considered to be material weaknesses? Yes X None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported under section 200.516 Audit Findings paragraph (a) of OMB Uniform Guidance? Yes X No

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
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10.555	Child Nutrition Program
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Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee? X Yes No

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Fiscal Year Ended June 30, 2020

A. Summary of Auditor's Results (Continued)

3. State Awards

Internal control over state programs:

One or more material weaknesses identified? Yes X No

One or more significant deficiencies identified that
are not considered to be material weaknesses? Yes X None reported

Type of auditor's report issued on compliance
for state programs: Unmodified

B. Financial Statement Findings

None

C. Federal Award Findings and Questioned Costs

None

D. State Award Findings and Questioned Costs

None

AMETHOD PUBLIC SCHOOLS
SUMMARY SCHEDULE OF PRIOR FINDINGS
For the Fiscal Year Ended June 30, 2020

Findings/Recommendations	Current Status	Explanation If Not Implemented
None	N/A	N/A

Coversheet

Approval of AMPS 2019 Audit

Section:	VIII. Business
Item:	C. Approval of AMPS 2019 Audit
Purpose:	Vote
Submitted by:	
Related Material:	Amethod Public Schools - 06.30.20 FS - 1.15.20 Draft.pdf

Amethod Public Schools

Charter Schools:

Oakland Charter Academy #0014

Oakland Charter High #0883

Richmond Charter Academy #1441

Benito Juarez Elementary #1660,

Downtown Charter Academy #1661

John Henry High School #1741

Financial Statements

June 30, 2020

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amethod Public Schools
Oakland, California

Report on the Financial Statements

We have audited the accompanying financial statements of Amethod Public Schools' (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the fiscal year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Amethod Public Schools as of June 30, 2020, and the changes in its net assets and its cash flows for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As shown in Note 8 to the financial statements, the fiscal year ended June 30, 2019 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information as listed in the index to the financial statements is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January XX, 2021, on our consideration of Amethod Public Schools' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Amethod Public Schools' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Amethod Public Schools' internal control over financial reporting and compliance.

BAKER TILLY US, LLP

San Diego, California
January xx, 2021

AMETHOD PUBLIC SCHOOLS
STATEMENT OF FINANCIAL POSITION
June 30, 2020

ASSETS

Current assets:

Cash	\$ 4,112,720
Accounts receivable	5,014,876
Prepaid expenses and other current assets	<u>402,943</u>

Total current assets	10,011,595
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Fixed assets, net	8,648,510
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Deposits	<u>403,834</u>
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TOTAL ASSETS	<u>\$ 19,063,939</u>
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LIABILITIES AND NET ASSETS

Current liabilities:

Accounts payable	\$ 808,009
Accrued expenses	1,039,238
Deferred rent	4,115,267
Notes payable, current portion	<u>499,313</u>

Total current liabilities	6,461,827
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Notes payable, net of current portion	<u>7,681,986</u>
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Total liabilities	14,143,813
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Net assets:

Net assets without donor restrictions - undesignated	<u>4,920,126</u>
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Total net assets	<u>4,920,126</u>
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TOTAL LIABILITIES AND NET ASSETS	<u>\$ 19,063,939</u>
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AMETHOD PUBLIC SCHOOLS
STATEMENT OF ACTIVITIES
For the fiscal year ended June 30, 2020

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
REVENUES			
Revenue limit sources:			
State aid	\$ 15,556,829	\$ -	\$ 15,556,829
Education protection account	1,071,647	-	1,071,647
In-lieu of property taxes	5,435,084	-	5,435,084
Federal revenues	1,661,166	-	1,661,166
State revenues	4,447,130	-	4,447,130
Local revenues	1,247,997	-	1,247,997
Total revenues before releases	29,419,853	-	29,419,853
Net assets released from restrictions	575,864	(575,864)	-
Total revenues	29,995,717	(575,864)	29,419,853
EXPENSES			
Program services:			
Education	20,103,365	-	20,103,365
Support services:			
Management and general	9,498,448	-	9,498,448
Total expenses	29,601,813	-	29,601,813
CHANGE IN NET ASSETS	393,904	(575,864)	(181,960)
NET ASSETS, BEGINNING OF YEAR, RESTATED	4,526,222	575,864	5,102,086
NET ASSETS, END OF YEAR	\$ 4,920,126	\$ -	\$ 4,920,126

AMETHOD PUBLIC SCHOOLS
STATEMENT OF FUNCTIONAL EXPENSES
For the fiscal year ended June 30, 2020

	Program Services	Support Services	
	Education	Management and General	Total
Certificated salaries	\$ 6,304,507	\$ 238,071	\$ 6,542,578
Classified salaries	5,559,770	440,249	6,000,019
Employee benefits	2,199,988	114,569	2,314,557
Books and supplies	1,088,161	291,099	1,379,260
Travel and conferences	42,554	-	42,554
Dues and memberships	20,251	-	20,251
Operation and housekeeping services	871,379	45,302	916,681
Rental, leases, repairs and non-capitalized improvements	224,437	5,159,799	5,384,236
Professional/consulting services and operating expenditures	3,587,907	4,640,450	8,228,357
Communications	204,411	51,102	255,513
Depreciation	-	799,988	799,988
Direct support/indirect cost charges	-	220,606	220,606
Interest, long-term debt	-	312,001	312,001
Administrative fees charged by Home Office to the schools	-	(2,814,788)	(2,814,788)
Total expenses	<u>\$ 20,103,365</u>	<u>\$ 9,498,448</u>	<u>\$ 29,601,813</u>

AMETHOD PUBLIC SCHOOLS
STATEMENT OF CASH FLOWS
For the Fiscal Year Ended June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES:

Change in net assets	\$ (181,960)
Adjustments to reconcile change in net assets to net cash flows provided by operating activities:	
Depreciation	799,988
Construction in progress write off	80,529
(Increase) decrease in operating assets:	
Accounts receivable	(172,345)
Prepaid expenses and other current assets	12,230
Increase (decrease) in operating liabilities:	
Accounts payable	159,948
Accrued expenses	(897,434)
Deferred rent	1,851,254
Net cash flows provided by operating activities	<u>1,171,154</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of fixed assets	<u>(8,000)</u>
Net cash flows used in investing activities	(8,000)

CASH FLOWS FROM FINANCING ACTIVITIES:

Proceeds from notes payable	2,778,325
Payment on notes payable	<u>(599,748)</u>
Net cash flows provided by financing activities	<u>2,178,577</u>

NET INCREASE IN CASH 3,341,731

CASH, BEGINNING OF YEAR 1,402,532

CASH, END OF YEAR \$ 4,744,263

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash paid for interest	<u><u>\$ 312,001</u></u>
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AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

1. ORGANIZATION AND MISSION

Amethod Public Schools (the “Organization”) is a non-profit public benefit corporation. The Organization was incorporated on November 11, 2010, and was designed to promote the academic advancement of disenfranchised middle school and high school aged youth from East Oakland, California. Formerly known as Oakland Charter Academy, Inc., the Organization first opened in 1993.

The Organization currently operates six charter schools: Oakland Charter Academy (“OCA”), Oakland Charter High School (“OCHS”), Richmond Charter Academy (“RCA”), Downtown Charter Academy (“DCA”), Richmond Charter Elementary – Benito Juarez Elementary (“BJE”) and John Henry High School (“JHHS”).

Oakland Charter Academy was both petitioned and approved through the Oakland Unified School District, and serves grades 6 through 8. OCA commenced operations in 1993 and was granted a charter renewal that expires on June 30, 2023.

Oakland Charter High School was petitioned and approved through the Oakland Unified School District, and commenced operations in 2007 and was granted a charter renewal that expires on June 30, 2022.

Richmond Charter Academy was petitioned and approved through the West Contra Costa Unified School District and began operations in the 2013. RCA serves grades 6 through 8 and was granted a renewal that expires on June 30, 2022.

Downtown Charter Academy was petitioned and approved through the Oakland Unified School District and began operations in 2014. DCA serves grades 6 through 8 and was granted a charter that expires on June 30, 2023.

Richmond Charter Elementary – Benito Juarez Elementary was petitioned and approved through the West Contra Costa Unified School District and began operations in 2014. BJE serves grades Kindergarten through grade 5 and was granted a charter that expires on June 30, 2022.

John Henry High School was petitioned and approved through the West Contra Costa Unified School District and began operations in 2015 and was granted a charter that expires on June 30, 2025. JHHS currently serves grades 9 through grade 12.

The Organization’s home office is operated to provide support services to the each of the charter schools.

The mission of the Organization is to provide a fundamental and rigorous college preparatory education to any student that chooses one of its schools.

It is the Organization’s belief that successful life in modern society can be achieved through college education, especially for historically disenfranchised populations. All graduates of the Organization will have gone through a challenging academic and character development program that will ready graduates to enter and succeed in college, and provide options for future endeavors.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation

In accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") 2016-14, Not-for-Profit entities ("Topic 958"), *Presentation of Financial Statements of Not-for-Profit Entities*, the Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions

Net asset available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated none of these net assets for operating reserves and future program development.

Net assets with donor restrictions

Net assets subject to donor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restrictions expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. As of June 30, 2020, the Organization did not have any net assets with donor restrictions.

Accounting Method - Basis of Accounting

The financial statements were prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") as applicable to not-for-profit organizations. The Organization uses the accrual basis of accounting, under which revenues are recognized when they are earned and expenditures are recognized in the accounting period in which the liability is incurred.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Organization is exempt from income taxes under Internal Revenue Code Section 501(c)(3). It is, however, subject to income taxes from activities unrelated to its tax-exempt purpose. The Organization uses the same accounting methods for tax and financial reporting.

GAAP provides accounting and disclosure guidance about positions taken by an entity in its tax returns that might be uncertain. Management has considered its tax positions and believes that all of the positions taken in its federal and state exempt organization tax returns are more likely than not to be sustained upon examination. The Organization's returns are subject to examination by federal and state taxing authorities, generally for three years and four years, respectively, after they are filed.

Functional Allocation of Expenses

The costs of providing the program services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services based on employees' time incurred and management's estimates of the usage of resources.

Fixed Assets

Fixed assets are recorded at cost and depreciated under the straight-line method over their estimated useful lives. Repair and maintenance costs, which do not extend the useful lives of the asset, are charged to expense. The cost of assets, sold or retired, and related amounts of accumulated depreciation are eliminated from the accounts in the year of disposal, and any resulting gain or loss is included in the earnings. Management has elected to capitalize and depreciate all assets costing \$5,000 or more; all other assets are charged to expense in the year incurred.

Revenue Sources and Recognition

The Organization primarily receives funds from the California Department of Education ("CDE"). Revenue limit sources and state revenues received from the CDE are determined based on the Organization's average daily attendance ("ADA") of students and recognized in the period the ADA occurs.

In addition, the Organization receives federal, state and local revenues for the enhancement of various educational programs. This assistance is generally received based on applications submitted to and approved by various granting agencies. The Organization recognizes federal revenue to the extent that eligible expenditures have been incurred.

Revenue that is restricted is recorded as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restrictions.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

New Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases* ("Topic 842"). Topic 842 requires a lessee to recognize a lease asset representing its right to use the underlying asset for the lease term, and a lease liability for the present value of payments to be made to lessor, on its statement of financial position for all leases greater than 12 months. In June 2020, the FASB issued ASU 2020-05, which deferred the effective date of this guidance by one year until fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Although the full impact of this new guidance on the Organization's financial statements has not yet been determined, the future adoption of this guidance will require the Organization to record assets and liabilities on its statement of financial position relating to facility and other leases currently being accounted for as operating leases (See Note 10).

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09"). The guidance in ASU No. 2014-09 provides that an entity should recognize revenue to depict the transfer of goods or services provided and establishes the following steps to be applied by an entity: (1) identify the contract with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies the performance obligation. In June 2020, the FASB issued ASU 2020-05, which deferred the effective date of this guidance by one year, which makes this guidance effective for the Organization for its fiscal year beginning July 1, 2020. The Organization has not yet completed its assessment of the potential impact of this guidance on its financial statements.

3. CASH

Cash at June 30, 2020, consisted of the following:

Cash in banks	\$ 4,112,720
Total cash	<u>\$ 4,112,720</u>

Cash balances held in banks are insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). The Organization maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts. At June 30, 2020, the Organization had \$4,724,163 of uninsured funds.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

4. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization manages its cash available to meet general expenditures following three guiding principles:

- Operating with a prudent range of financial soundness and stability,
- Maintaining adequate liquid assets
- Maintaining sufficient reserves to provide reasonable assurance that long term grant commitments and obligations under endowments with donor restrictions and quasi-endowments that support mission fulfillment with continue to be met, ensuring the sustainability of the Organization.

The Organization's financial assets available within one year of the Statement of Financial Position date for general expenditures are as follows:

Cash	\$ 4,112,720
Accounts receivable	5,447,666
	<u>5,447,666</u>
Total financial assets available within one year	<u>\$ 9,560,386</u>

5. ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2020, consisted of the following:

Revenue limit sources:	
State aid	\$ 2,878,020
In-lieu of property taxes	804,622
Federal revenues	546,591
State revenues	818,848
Local revenues	3,214,373
Total accounts receivable	<u>\$ 8,262,454</u>

6. FIXED ASSETS, NET

Fixed assets, net at June 30, 2020, consisted of the following:

Leasehold improvements	\$ 11,092,415
Construction in progress	24,739
Equipment	307,015
Buildings	1,961,079
Less: accumulated depreciation	<u>(4,798,994)</u>
Total fixed assets, net	<u>\$ 8,586,254</u>

During the fiscal year ended June 30, 2020, a total of \$862,244 was charged to depreciation expense.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

7. NOTES PAYABLE

Charter School Revolving Loan (JHHS)

On June 26, 2015, the Organization entered into a loan agreement with Charter School Finance Authority in the principal amount of \$250,000, with interest at 0.30% per annum. The loan was fully paid as of June 30, 2020.

Capital Impact Partners

On June 22, 2016, the Organization entered into a loan agreement with Capital Impact Partners in the principal amount of \$3,000,000, with interest at 6.00% per annum. The principal is due July 1, 2026, along with any accrued unpaid interest. Required payments of principal on the long-term notes payable as of June 30, 2020, including maturities, are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 304,044	\$ 123,723	\$ 427,767
2022	323,067	104,700	427,767
2023	343,269	84,498	427,767
2024	363,471	64,286	427,757
2025	387,558	40,209	427,767
Thereafter	450,007	16,149	466,156
	<u>\$ 2,171,416</u>	<u>\$ 433,565</u>	<u>\$ 2,604,981</u>

New Resource Bank Loans

On December 18, 2017, the Organization entered into loan agreements with New Resource Bank in the principal amount of \$3,800,000, with interest at 5.25% per annum. The loans mature December 18, 2032, along with any accrued unpaid interest. Required payments of principal on the long-term notes payable as of June 30, 2020, including maturities, are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 215,256	156,966	372,222
2022	226,834	145,389	372,223
2023	245,062	133,124	378,186
2024	264,432	119,718	384,150
2025	278,653	105,497	384,150
Thereafter	1,857,316	299,800	2,157,116
	<u>\$ 3,087,553</u>	<u>\$ 960,494</u>	<u>\$ 4,048,047</u>

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

7. NOTES PAYABLE (continued)

PPP Loan (Home Office)

On May 7, 2020, the Organization applied and was approved for a Paycheck Protection Program loan ("PPP loan") under the Coronavirus Aid, Relief, and Economic Security Acts ("CARES Act") in the amount of \$2,778,325. The PPP loan is scheduled to mature on May 7, 2022, has a 1.00% per annum interest rate, and is subject to the terms and conditions applicable to loans administered by the SBA under the CARES Act, as amended by the PPP Flexibility Act. Monthly principal and interest payments, less the amount of any potential forgiveness (as discussed below), is anticipated to commence in August 2021. The Organization did not provide any collateral or guarantees for the PPP loan, nor did the Organization pay any facility charge to obtain the PPP loan.

Under the requirements of the CARES Act, as amended by the PPP Flexibility Act, proceeds may only be used for certain eligible costs. The loan may be fully forgiven if (i) proceeds are used to pay eligible payroll costs, rent, mortgage interest and utilities and (ii) full-time employee headcount and salaries are either maintained during the 24-week or 8-week period following disbursement or restored by December 31, 2020. If not so maintained or restored, forgiveness of the loan will be reduced in accordance with the regulations to be issued by the SBA. Any forgiveness of the loan will be subject to approval by the SBA and will require the Company to apply for forgiveness.

While the Organization may apply for forgiveness of the PPP loan in accordance with the requirements and limitations under the CARES Act, as amended by the PPP Flexibility Act, and the SBA regulations and requirements, no assurance can be given that any portion of the PPP loan will be forgiven.

This loan has been classified as non-current as the exact payment terms, if any, will be set after the forgiveness amount is approved by the SBA and remitted to the lender.

Changes in obligations under notes payable for the fiscal year ended June 30, 2020, are as follows:

	Balance			Balance	Due in
	June 30, 2019	Additions	Payments	June 30, 2020	one year
Charter School Revolving Loan (JHHS)	66,668	-	(66,668)	-	-
Capital Lease Payable	188,948	-	(44,943)	144,005	44,763
Capital Impact Partners	2,457,973	-	(286,557)	2,171,416	304,044
New Resource Bank Loans	3,289,133	-	(201,580)	3,087,553	215,256
Total	<u>\$ 6,002,722</u>	<u>\$ -</u>	<u>\$ (599,748)</u>	<u>\$ 5,402,974</u>	<u>\$ 564,063</u>

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

8. PRIOR PERIOD ADJUSTMENT

The Organization's net assets at June 30, 2019, were restated to correct a total \$2,017,795 understatement of accrued expenses, related to bonuses and Proposition 39 clean energy funds, and deferred rent. The adjustment to correct this misstatement increased accrued expenses and deferred rent and decreased beginning of year net assets by this amount. The previously reported net assets as of June 30, 2019 was restated as follows:

Net assets, as previously reported	\$ 7,119,881
Prior period adjustment - accrued expenses	(208,984)
Prior period adjustment - Proposition 39	(422,559)
Prior period adjustment - deferred rent	<u>(1,386,252)</u>
Net assets, restated	<u><u>\$ 5,102,086</u></u>

9. EMPLOYEE RETIREMENT PLAN

The Organization established a defined contribution plan called Amethod Public Schools 401(k) Retirement Plan (Plan) under the provisions of the Employee Retirement Security Act of 1974 (ERISA). The Organization is a sponsor of the Plan.

Participation in the Plan is open to all employees who have reached age 21 and completed two months of service, as defined by the Plan. The Organization may make a discretionary matching contribution equal to 100% of the participant's elective deferrals up to 3.0% of the participant's salary. The Organization's contribution to the Plan for the fiscal year ending June 30, 2020, was \$90,629.

10. OPERATING LEASES

The Organization leases its facilities under lease arrangements that are for more than one year ending in 2030. The Organization subleases a portion of their leased facilities through February 2025. The future minimum lease payments are as follows:

Year Ending June 30,	Lease Payments
2021	\$ 4,726,141
2022	4,920,210
2023	4,062,322
2024	3,827,235
2025	3,941,910
Thereafter	<u>36,690,338</u>
Total future lease payments	<u><u>\$ 58,168,156</u></u>

The Organization receives no sublease rental revenues nor pays any contingent rentals associated with these leases. For the fiscal year ended June 30, 2020, operating lease expense was \$4,938,548.

AMETHOD PUBLIC SCHOOLS
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

11. COMMITMENTS AND CONTINGENCIES

State Allowances, Awards, and Grants

The Organization has received state funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, management believes that any required reimbursement will not be material.

12. RISKS RELATED TO COVID-19 PANDEMIC

On March 10, 2020, the World Health Organization declared the coronavirus outbreak to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical areas in which the Organization operates.

While it is unknown how long these conditions will last and what the complete financial effects will be to the Organization, the Organization believes it reasonably possible that they are vulnerable to the risk of a near term severe impact, including, but not limited to declining student enrollment resulting in decreased state and federal aid, and decreased donations and contributions.

13. SUBSEQUENT EVENTS

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from the balance sheet date through **January XX, 2021**, which is the date the financial statements were available to be issued. Management believes there are no events, which require adjustments to, or disclosures in, the accompanying financial statements.

SUPPLEMENTARY INFORMATION

**AMETHOD PUBLIC SCHOOLS
ORGANIZATION
JUNE 30, 2020**

Amethod Public Schools consists of six charter schools: Oakland Charter Academy, Oakland Charter High School, Richmond Charter Academy, Richmond Charter Elementary, Downtown Charter Academy, and John Henry High School. Amethod Public Schools has since opened an elementary school and now serves grades TK-12. The Organization's home office is operated to provide support services to each of the charter schools.

Oakland Charter Academy [#0014] is a grade 6-8 Charter School and was granted its charter renewal by the Oakland Unified School District in January 10, 2018, pursuant to the Charter School Act of 1992, as amended.

Oakland Charter High School [#0883] is a grade 9-12 Charter School and was granted its charter renewal by the Oakland Unified School District on February 8, 2017, pursuant to the Charter School Act of 1992, as amended.

Richmond Charter Academy [#1441] is a grade 6-8 Charter School and was granted its charter by the West Contra Costa Unified School District on March 21, 2012, pursuant to the Charter School Act of 1992, as amended.

Benito Juarez Elementary [#1660] is a Kindergarten – grade 5 Charter School and was granted its charter by the West Contra Costa Unified School District on November 6, 2013, pursuant to the Charter School Act of 1992, as amended.

Downtown Charter Academy [#1661] is a grade 6-8 Charter School and was granted its charter by the Oakland Unified School District on January 29, 2013, pursuant to the Charter School Act of 1992, as amended.

John Henry High School [#1741] is a grade 9-12 Charter School and was granted its charter renewal by the West Contra Costa Unified School District in July 2020, pursuant to the Charter School Act of 1992, as amended.

Name	Office	Term	Term Expiration
Peter Hanley	Board Chair	4	January 9, 2024
Edgar Quiroz	Board Vice Chair	4	September 26, 2022
Maribel Gonzalez	Member	4	October 11, 2023
Gilbert Lopez, Jr.	Member	4	January 9, 2024
Nick Driver	Member	4	August 19, 2024

Administration

Name	Position
Evelia Villa	Interim Chief Executive Officer
Andrew Wang	Senior Director of Finance

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF AVERAGE DAILY ATTENDANCE
For the fiscal year ended June 30, 2020

Oakland Charter Academy		
	Second Period Report	Annual Report
Grades 4 - 6	71.67	71.67
Grades 7 - 8	167.71	167.71
Total	239.38	239.38

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

Oakland Charter High School		
	Second Period Report	Annual Report
Grades 9 - 12	444.25	444.25
Total	444.25	444.25

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

Richmond Charter Academy		
	Second Period Report	Annual Report
Grades 4 - 6	84.93	84.93
Grades 7 - 8	163.72	163.72
Total	248.65	248.65

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

**AMETHOD PUBLIC SCHOOLS
SCHEDULE OF AVERAGE DAILY ATTENDANCE
For the fiscal year ended June 30, 2020**

Downtown Charter Academy

	<u>Second Period Report</u>	<u>Annual Report</u>
Grades 4 - 6	108.83	108.83
Grades 7 - 8	211.58	211.58
Total	<u>320.41</u>	<u>320.41</u>

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

Benito Juarez Elementary

	<u>Second Period Report</u>	<u>Annual Report</u>
TK/K - 3	296.24	296.24
Grades 4 - 6	159.16	159.16
Total	<u>455.40</u>	<u>455.40</u>

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

John Henry High School

	<u>Second Period Report</u>	<u>Annual Report</u>
Grades 9 - 12	300.38	300.38
Total	<u>300.38</u>	<u>300.38</u>

The Organization is 100% classroom-based and does not generate any ADA through an Independent Study program

**AMETHOD PUBLIC SCHOOLS
SCHEDULE OF INSTRUCTIONAL TIME
For the Fiscal Year Ended June 30, 2020**

Oakland Charter Academy

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 6	54,000	65,328	180	In compliance
Grade 7	54,000	65,328	180	In compliance
Grade 8	54,000	65,328	180	In compliance

Oakland Charter High School

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 9	64,800	69,090	180	In compliance
Grade 10	64,800	69,090	180	In compliance
Grade 11	64,800	69,090	180	In compliance
Grade 12	64,800	69,090	180	In compliance

Richmond Charter Academy

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 6	54,000	65,360	180	In compliance
Grade 7	54,000	65,360	180	In compliance
Grade 8	54,000	65,360	180	In compliance

**AMETHOD PUBLIC SCHOOLS
SCHEDULE OF INSTRUCTIONAL TIME
For the Fiscal Year Ended June 30, 2020**

Downtown Charter Academy

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 6	54,000	61,776	180	In compliance
Grade 7	54,000	61,776	180	In compliance
Grade 8	54,000	61,776	180	In compliance

Benito Juarez Elementary

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Kindergarten	36,000	55,480	180	In compliance
Grade 1	50,400	55,480	180	In compliance
Grade 2	50,400	55,480	180	In compliance
Grade 3	50,400	59,550	180	In compliance
Grade 4	54,000	59,550	180	In compliance
Grade 5	54,000	59,550	180	In compliance

John Henry High School

Grade Level	Minutes Requirements	2019-2020 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 9	64,800	71,820	180	In compliance
Grade 10	64,800	71,820	180	In compliance
Grade 11	64,800	70,740	180	In compliance
Grade 12	64,800	70,740	180	In compliance

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2020

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed through California Department of Education			
NCLB: Title I, Part A, Basic Grants			
Low-Income and Neglected	84.010	14329	
Oakland Charter Academy			\$ 131,695
Oakland Charter High School			138,415
Richmond Charter Academy			92,704
Downtown Charter Academy			91,230
Benito Juarez Elementary			156,537
John Henry High School			102,181
			<u>712,762</u>
NCLB: Title II, Part A, Teacher Quality	84.367	14341	
Oakland Charter Academy			12,024
Oakland Charter High School			20,040
Richmond Charter Academy			13,206
Downtown Charter Academy			13,704
Benito Juarez Elementary			20,961
John Henry High School			14,856
			<u>94,791</u>
NCLB: Title III, Limited English Proficient (LEP)			
Student Program	84.365	14346	
Richmond Charter Academy			48,947
			<u>48,947</u>
Student Support and Academic Enrichment (CSI)	**OPEN**	**OPEN**	
Oakland Charter Academy			131,434
			<u>131,434</u>

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2020

<u>Federal Grantor/ Pass-Through Grantor/ Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
NCLB: Title IV			
Low-Income and Neglected			
Oakland Charter Academy			\$ 10,250
Oakland Charter High School			10,325
Richmond Charter Academy			10,000
Downtown Charter Academy			10,000
Benito Juarez Elementary			11,677
John Henry High School			10,000
			<u>62,252</u>
Special Education: IDEA Basic Local Assistance			
Entitlement, Part B, Sec 611	84.027	13379	
Oakland Charter Academy			31,276
Oakland Charter High School			61,088
Richmond Charter Academy			35,801
Downtown Charter Academy			40,592
Benito Juarez			56,031
John Henry High School			42,589
			<u>267,378</u>
Total U.S. Department of Education			1,317,564
U.S. Department of Agriculture			
Child Nutrition Program	10.555	13755	
Oakland Charter High School			70,781
Oakland Charter Academy			51,407
Richmond Charter Academy			41,846
Downtown Charter Academy			33,360
Benito Juarez			101,862
John Henry High School			44,434
Total U.S. Department of Agriculture			<u>343,690</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u><u>\$ 1,661,254</u></u>

1. NOTE BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards included the federal grant activity of Amethod Public Schools and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance). Amethod Public Schools has elected to use the 10-percent de minimus indirect cost rate allowed under Uniform Guidance.

AMETHOD PUBLIC SCHOOLS
RECONCILIATION OF CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL
REPORT -- ALTERNATIVE FORM WITH AUDITED FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2020

Oakland Charter Academy

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 2,946,742
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Rounding adjustment	(1)
Related party receivable/(payable)	(344,571)
Fixed assets overstatement	(3,454)
Accounts payable overstatement	344,571
Deferred rent	(51,700)
Net adjustments and reclassifications	<u>(55,155)</u>
June 30, 2020, audited financial statement net assets	<u>\$ 2,891,587</u>

Oakland Charter High School

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 6,074,537
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Cash understatement	(1,498)
Accounts receivable overstatement	11,724
Related party receivable/(payable)	(665,745)
Fixed assets understatement	(76,482)
Accounts payable overstatement	665,746
Notes payable understatement	1,498
Net adjustments and reclassifications	<u>(64,757)</u>
June 30, 2020, audited financial statement net assets	<u>\$ 6,009,780</u>

AMETHOD PUBLIC SCHOOLS
RECONCILIATION OF CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL
REPORT -- ALTERNATIVE FORM WITH AUDITED FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2020

Richmond Charter Academy

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 804,516
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Accounts receivable understatement	(335,977)
Related party receivable/(payable) overstatement	61,211
Fixed assets understatement	15,212
Accounts payable overstatement	338,790
Deferred rent overstatement	(226,847)
Net adjustments and reclassifications	<u>(147,611)</u>
June 30, 2020, audited financial statement net assets	<u><u>\$ 656,905</u></u>

Downtown Charter Academy

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 2,880,746
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Cash overstatement	(749)
Accounts receivable understatement	(432,790)
Related party receivable/(payable)	48,266
Prepaid expenses overstatement	(48,266)
Rounding adjustment	(2,906)
Accounts payable overstatement	432,790
Deferred rent	(43,200)
Notes payable understatement	749
Net adjustments and reclassifications	<u>(46,106)</u>
June 30, 2020, audited financial statement net assets	<u><u>\$ 2,834,640</u></u>

AMETHOD PUBLIC SCHOOLS
RECONCILIATION OF CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL
REPORT -- ALTERNATIVE FORM WITH AUDITED FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2020

Benito Juarez Elementary

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 901,742
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Cash understatement	(1)
Accounts receivable understatement	461,112
Related party receivable/(payable) understatement	(1,009,304)
Fixed assets understatement	8,817
Accounts payable overstatement	544,968
Deferred rent overstatement	(295,734)
Net adjustments and reclassifications	<u>(290,142)</u>
June 30, 2020, audited financial statement net assets	<u><u>\$ 611,600</u></u>

John Henry High School

June 30, 2020, Charter School Unaudited Actuals Financial Report -- Alternative Form, Ending Fund Balance	\$ 365,807
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Cash overstatement	(1,498)
Accounts receivable understatement	(5,263)
Related party receivable/(payable)	(423,589)
Fixed assets overstatement	(4,485)
Accounts payable understatement	423,590
Deferred rent	(200,298)
Notes payable understatement	34,833
Net adjustments and reclassifications	<u>(176,710)</u>
June 30, 2020, audited financial statement net assets	<u><u>\$ 189,097</u></u>

AMETHOD PUBLIC SCHOOLS
COMBINING SCHEDULE OF FINANCIAL POSITION
June 30, 2020

	Oakland Charter Academy	Oakland Charter High School	Richmond Charter Academy	Downtown Charter Academy	Benito Juarez Elementary	John Henry High School	Home Office	Total
ASSETS								
Current assets:								
Cash	\$ 2,383,463	\$ 5,533,377	\$ 1,418,245	\$ 2,660,522	\$ 191,665	\$ 338,899	\$ (8,413,451)	\$ 4,112,720
Accounts receivable	790,558	991,562	712,687	260,117	1,435,154	824,798	-	5,014,876
Related party receivable/(payable)	(344,571)	(665,745)	61,211	48,266	(1,009,304)	(423,589)	2,814,788	481,056
Prepaid expenses and other current assets	31,030	44,981	81,891	-	125,839	49,985	69,217	402,943
Total current assets	2,860,480	5,904,175	2,274,034	2,968,905	743,354	790,093	(5,529,446)	10,011,595
Fixed assets, net	411,044	633,392	676,681	69,333	2,541,223	739,794	3,577,043	8,648,510
Deposits	62,050	19,000	25,000	45,000	-	50,000	202,784	403,834
TOTAL ASSETS	\$ 3,333,574	\$ 6,556,567	\$ 2,975,715	\$ 3,083,238	\$ 3,284,577	\$ 1,579,887	\$ (1,749,619)	\$ 19,063,939
LIABILITIES AND NET ASSETS								
Current liabilities:								
Accounts payable	\$ 104,195	\$ 173,491	\$ 99,867	\$ 114,948	\$ 147,184	\$ 74,036	\$ 94,288	\$ 808,009
Accrued expenses	38,623	316,094	209,511	61,651	138,929	46,127	228,303	1,039,238
Deferred rent	87,830	-	1,221,495	43,200	1,196,042	537,140	1,029,560	4,115,267
Notes payable, current portion	12,081	-	63,986	-	74,346	44,856	304,044	499,313
Total current liabilities	242,729	489,585	1,594,859	219,799	1,556,501	702,159	1,656,195	6,461,827
Notes payable, net of current portion	199,258	57,202	723,951	28,799	1,116,476	688,631	4,867,669	7,681,986
Total liabilities	441,987	546,787	2,318,810	248,598	2,672,977	1,390,790	6,523,864	14,143,813
Net assets (deficit):								
Net assets without donor restrictions -								
Undesignated	2,891,587	6,009,780	656,905	2,834,640	611,600	189,097	(8,273,483)	4,920,126
Total net assets (deficit)	2,891,587	6,009,780	656,905	2,834,640	611,600	189,097	(8,273,483)	4,920,126
TOTAL LIABILITIES AND NET ASSETS	\$ 3,333,574	\$ 6,556,567	\$ 2,975,715	\$ 3,083,238	\$ 3,284,577	\$ 1,579,887	\$ (1,749,619)	\$ 19,063,939

AMETHOD PUBLIC SCHOOLS

COMBINING SCHEDULE OF ACTIVITIES

For the Fiscal Year Ended June 30, 2020

	Oakland Charter Academy		Oakland Charter High School		Richmond Charter Academy		Downtown Charter Academy		Benito Juarez Elementary		John Henry High School				
	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions	Net assets without donor restrictions	Net assets with donor restrictions	Home Office	Elimination	Total
REVENUES															
Revenue limit sources:															
State aid	\$ 1,662,252	\$ -	\$ 3,893,313	\$ -	\$ 1,575,643	\$ -	\$ 2,355,714	\$ -	\$ 3,361,310	\$ -	\$ 2,708,597	\$ -	\$ -	\$ -	\$ 15,556,829
Education protection account	202,767	-	442,020	-	211,622	-	64,082	-	91,080	-	60,076	-	-	-	1,071,647
In-lieu of property taxes	602,184	-	1,117,555	-	720,212	-	806,023	-	1,319,062	-	870,048	-	-	-	5,435,084
Federal revenues	372,104	-	301,036	-	234,103	-	237,536	-	347,068	-	169,319	-	-	-	1,661,166
State revenues	606,403	-	915,255	-	646,311	-	864,545	-	974,521	-	439,206	-	889	-	4,447,130
Local revenues	154,236	-	100,191	-	177,780	-	165,657	-	155,902	-	129,822	-	3,179,197	(2,814,788)	1,247,997
Total revenues before releases	3,599,946	-	6,769,370	-	3,565,671	-	4,493,557	-	6,248,943	-	4,377,068	-	3,180,086	(2,814,788)	29,419,853
Net assets released from restrictions	245,960	(245,960)	252,523	(252,523)	9,586	(9,586)	-	-	-	-	67,795	(67,795)	-	-	-
Total revenues	3,845,906	(245,960)	7,021,893	(252,523)	3,575,257	(9,586)	4,493,557	-	6,248,943	-	4,444,863	(67,795)	3,180,086	(2,814,788)	29,419,853
EXPENSES															
Program services:															
Education	2,147,336	-	4,021,763	-	2,235,811	-	2,686,082	-	3,897,359	-	2,986,879	-	2,128,135	-	20,103,365
Support services:															
Management and general	1,125,366	-	2,008,960	-	1,342,630	-	1,292,770	-	2,361,285	-	1,354,322	-	2,501,072	(2,814,788)	9,171,617
Total expenses	3,272,702	-	6,030,723	-	3,578,441	-	3,978,852	-	6,258,644	-	4,341,201	-	4,629,207	(2,814,788)	29,274,982
CHANGE IN NET ASSETS	573,204	(245,960)	991,170	(252,523)	(3,184)	(9,586)	514,705	-	(9,701)	-	103,662	(67,795)	(1,449,121)	-	144,871
NET ASSETS (DEFICIT), BEGINNING OF YEAR, RESTATED	2,373,537	245,960	5,095,092	252,523	871,723	9,586	2,322,840	-	908,217	-	290,218	67,795	(5,949,153)	-	6,488,338
NET ASSETS (DEFICIT), END OF YEAR	\$ 2,946,741	\$ -	\$ 6,086,262	\$ -	\$ 868,539	\$ -	\$ 2,837,545	\$ -	\$ 898,516	\$ -	\$ 393,880	\$ -	\$ (7,398,274)	\$ -	\$ 6,633,209

AMETHOD PUBLIC SCHOOLS
COMBINING SCHEDULE OF CASH FLOWS
For the Fiscal Year Ended June 30, 2020

	Oakland Charter Academy	Oakland Charter High School	Richmond Charter Academy	Downtown Charter Academy	Benito Juarez Elementary	John Henry High School	Home Office	Total
CASH FLOWS FROM OPERATING ACTIVITIES:								
Change in net assets	\$ 323,790	\$ 662,165	\$ (49,264)	\$ 553,800	\$ (61,253)	\$ (7,294)	\$ (1,603,904)	\$ (181,960)
Adjustments to reconcile change in net assets to net cash flows provided by (used in) operating activities:								
Depreciation	121,601	131,368	49,986	17,337	174,658	64,428	240,610	799,988
Construction in progress write off	-	80,529	-	-	-	-	-	80,529
Adjustments to change in net assets								
(Increase) decrease in operating assets:								
Accounts receivable	(36,653)	174,016	(92,723)	309,264	(599,897)	168,438	(94,790)	(172,345)
Related party receivable/(payable)	1,514,692	2,290,745	(61,211)	251,734	(465,486)	(191,532)	(3,819,998)	(481,056)
Prepaid expenses and other current assets	5,315	28,615	(30,004)	47,193	(42,207)	5,290	(1,972)	12,230
Increase (decrease) in operating liabilities:								
Accounts payable	(3,154)	21,162	(585)	25,371	25,639	(9,243)	100,758	159,948
Accrued expenses	(58,400)	250,512	(171,610)	(108,335)	(177,120)	(193,489)	(438,992)	(897,434)
Deferred rent	40,189	-	192,748	43,200	304,667	240,890	1,029,560	1,851,254
Net cash flows provided by (used in) operating activities	1,907,380	3,639,112	(162,663)	1,139,564	(840,999)	77,488	(4,588,728)	1,171,154
CASH FLOWS FROM INVESTING ACTIVITIES								
Purchase of fixed assets	-	-	-	-	-	-	(8,000)	(8,000)
Net cash flows used in investing activities	-	-	-	-	-	-	(8,000)	(8,000)
CASH FLOWS FROM FINANCING ACTIVITIES								
Proceeds from notes payable	-	-	-	-	-	-	2,778,325	2,778,325
Payment on notes payable	(17,251)	(17,976)	(179,860)	(8,991)	(71,106)	(132,630)	(171,934)	(599,748)
Net cash flows (used in) provided by financing activities	(17,251)	(17,976)	(179,860)	(8,991)	(71,106)	(132,630)	2,606,391	2,178,577
NET INCREASE (DECREASE) IN CASH	1,890,129	3,621,136	(342,523)	1,130,573	(912,105)	(55,142)	(1,990,337)	3,341,731
CASH, BEGINNING OF YEAR	532,062	2,195,998	1,952,867	1,569,962	1,169,982	427,177	(6,445,516)	1,402,532
CASH, END OF YEAR	<u>\$ 2,422,191</u>	<u>\$ 5,817,134</u>	<u>\$ 1,610,344</u>	<u>\$ 2,700,535</u>	<u>\$ 257,877</u>	<u>\$ 372,035</u>	<u>\$ (8,435,853)</u>	<u>\$ 4,744,263</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION								
Cash paid for interest	<u>\$ 17,477</u>	<u>\$ -</u>	<u>\$ 111,403</u>	<u>\$ -</u>	<u>\$ 60,840</u>	<u>\$ 37,555</u>	<u>\$ 84,726</u>	<u>\$ 312,001</u>

OTHER INDEPENDENT AUDITOR'S REPORTS SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Amethod Public Schools
Oakland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Amethod Public Schools (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January xx, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Amethod Public Schools' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Amethod Public Schools' internal control. Accordingly, we do not express an opinion on the effectiveness of Amethod Public Schools' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Amethod Public Schools' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BAKER TILLY US, LLP

San Diego, California
January XX, 2021

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
Amethod Public Schools
Oakland, California

Report on Compliance for Each Major Federal Program

We have audited Amethod Public Schools' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Amethod Public Schools' major federal programs for the fiscal year ended June 30, 2020. Amethod Public Schools' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Amethod Public Schools major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Amethod Public Schools' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Amethod Public Schools' compliance.

Opinion on Each Major Federal Program

In our opinion, Amethod Public Schools complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2020.

Report on Internal Control Over Compliance

Management of Amethod Public Schools is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Amethod Public Schools' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Amethod Public Schools' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BAKER TILLY US, LLP

San Diego, California

January XX, 2021

INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

Board of Directors
Amethod Public Schools
Oakland, California

Report on Compliance for Each State Program

We have audited Amethod Public Schools' compliance with the types of compliance requirements described in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, that could have a direct and material effect on each of Amethod Public Schools' state programs for the fiscal year ended June 30, 2020. Amethod Public Schools' state programs are identified below.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Amethod Public Schools' state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the State's Audit Guide, *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a state program occurred. An audit includes examining, on a test basis, evidence about Amethod Public Schools' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state program. However, our audit does not provide a legal determination of Amethod Public Schools' compliance. In connection with the audit referred to above, we selected transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

Description	Procedures Performed
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based Attendance	Not Applicable
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study for Charter Schools	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes - Classroom Based	Yes
Charter School Facility Grant Program	Yes

The term “Not Applicable” is used above to mean either that the Organization did not offer the program during the current fiscal year, or that the program applies only to a different type of local education agency.

Opinion on State Programs

In our opinion, Amethod Public Schools complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its state programs for the fiscal year ended June 30, 2020.

The purpose of this report on state compliance is solely to describe the scope of our testing of state compliance and the results of that testing based on the requirements of the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

BAKER TILLY US, LLP

San Diego, California
January XX, 2021

FINDINGS AND RECOMMENDATIONS SECTION

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Fiscal Year Ended June 30, 2020

A. Summary of Auditor's Results

1. Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

One or more material weaknesses identified? Yes X No

One or more significant deficiencies identified that are not considered to be material weaknesses? Yes X None reported

Noncompliance material to financial statements noted? Yes X No

2. Federal Awards

Internal control over major programs:

One or more material weaknesses identified? Yes X No

One or more significant deficiencies identified that are not considered to be material weaknesses? Yes X None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported under section 200.516 Audit Findings paragraph (a) of OMB Uniform Guidance? Yes X No

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
-----------------------	---

10.555	Child Nutrition Program
--------	-------------------------

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee? X Yes No

AMETHOD PUBLIC SCHOOLS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Fiscal Year Ended June 30, 2020

A. Summary of Auditor's Results (Continued)

3. State Awards

Internal control over state programs:

One or more material weaknesses identified? Yes X No

One or more significant deficiencies identified that
are not considered to be material weaknesses? Yes X None reported

Type of auditor's report issued on compliance
for state programs: Unmodified

B. Financial Statement Findings

None

C. Federal Award Findings and Questioned Costs

None

D. State Award Findings and Questioned Costs

None


**AMETHOD PUBLIC SCHOOLS
SUMMARY SCHEDULE OF PRIOR FINDINGS
For the Fiscal Year Ended June 30, 2020**

Findings/Recommendations	Current Status	Explanation If Not Implemented
None	N/A	N/A

Coversheet

Instructional Report

Section:	VIII. Business
Item:	D. Instructional Report
Purpose:	Discuss
Submitted by:	
Related Material:	YouthTruth Oct 2020 All Stakeholders JHHS.pptx OCHS Youth Truth summary.pdf NWEA Fall 20-21 Data DCA Summary.pptx OCHS_JHHS NWEA Winter Data Summary for the Board.pptx OCA Amethod Public Schools Progress Report.pdf YouthTruth Oct 2020 All Stakeholders Key Themes Summary.pptx



“I like best that we as a community still
get to work together during these
times of crisis while online.”

—6th Grade Student

John Henry High School

Student, Family, Staff Survey Data

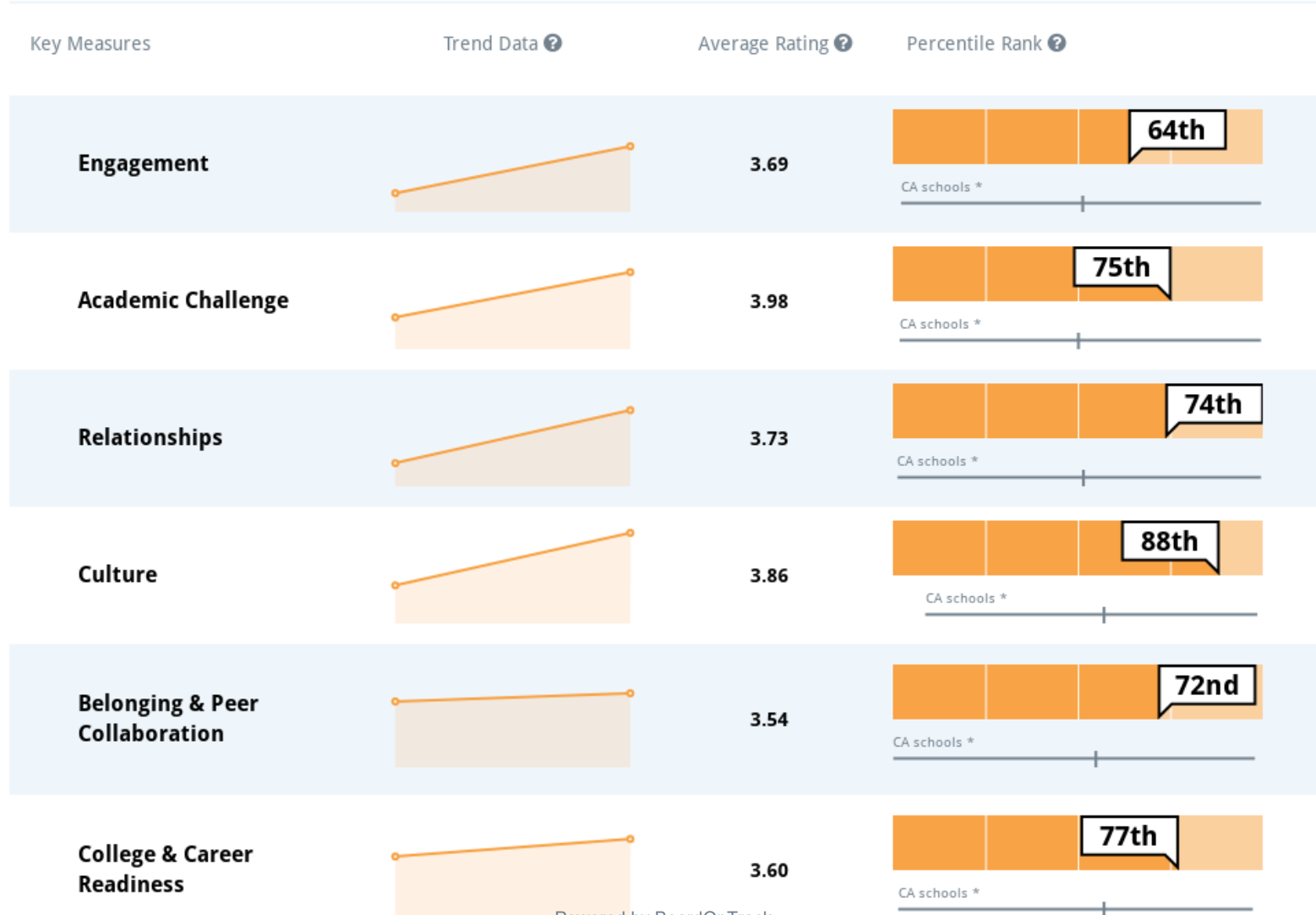
October 2020

We value your feedback!

We heard from over **400** JHHS Community Members

- **94% of students** about their school and classroom
- **37% of parents** and guardians about their child's school experience
- **100% of staff** about perceptions of their work at JHHS

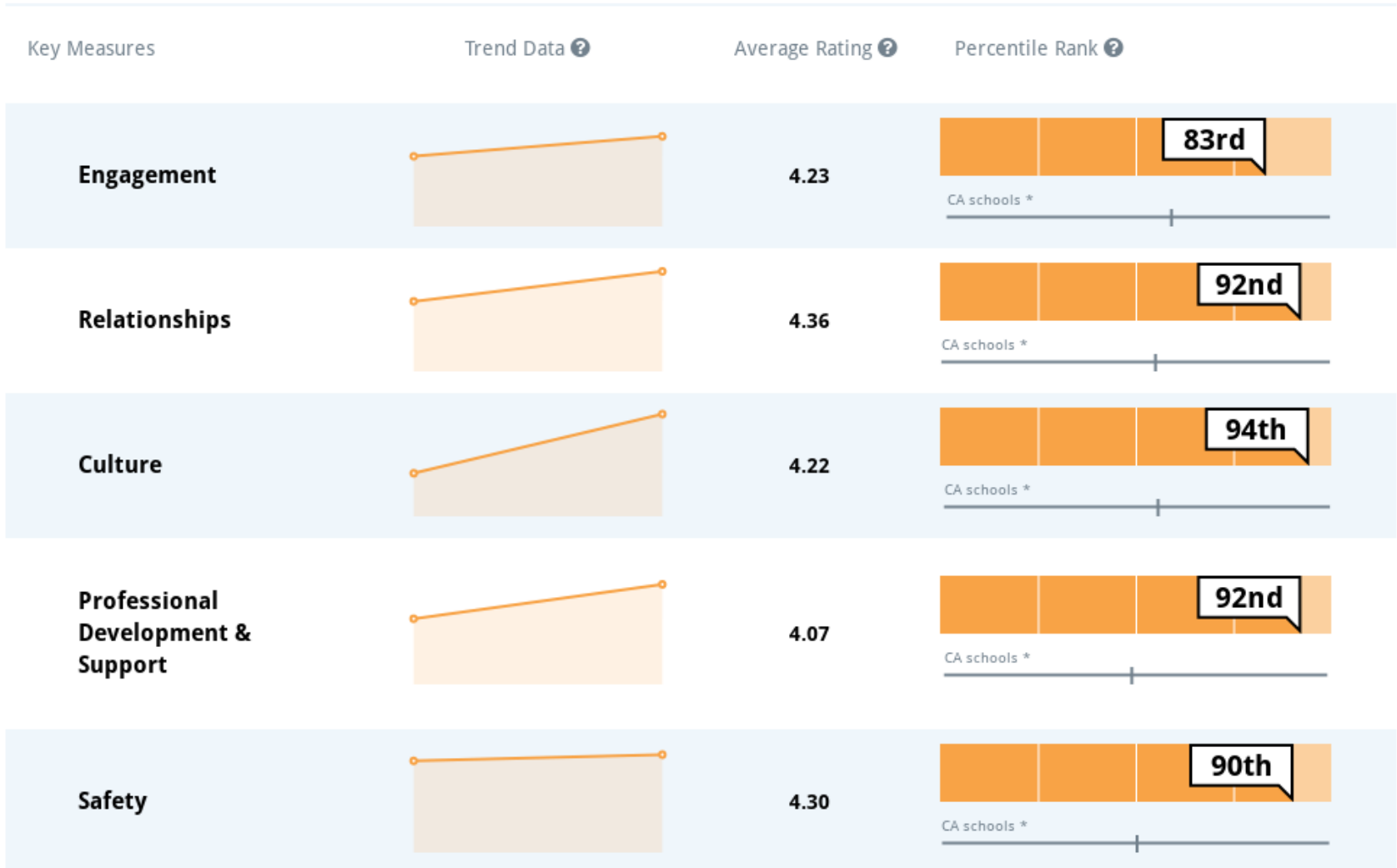
What were the core themes across the **student** survey?



What were the core themes across the **family** survey?



What were the core themes across the **staff** survey?

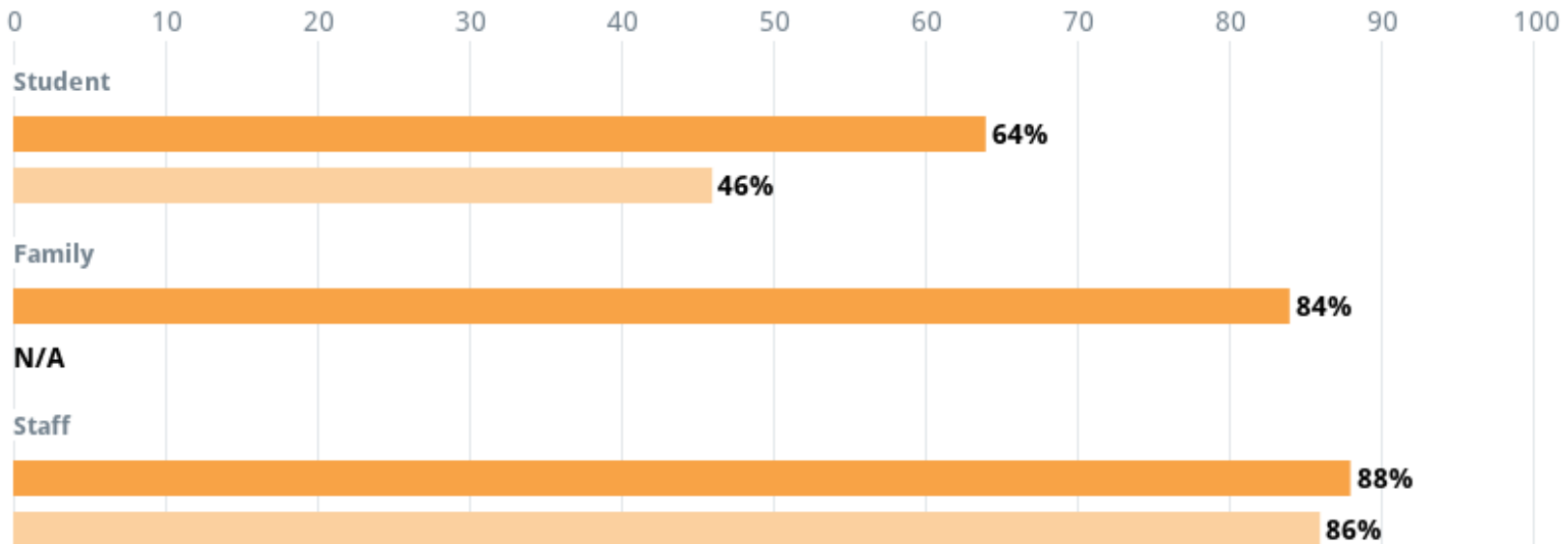


Engagement:

- The degree to which students perceive themselves as engaged with their school and their education
- The degree to which families are engaged in their school and empowered to influence decision making
- The degree to which staff feel engaged in their work and empowered to influence their schools

Percent Positives on Engagement

■ High - October 2020 ■ High - October 2019



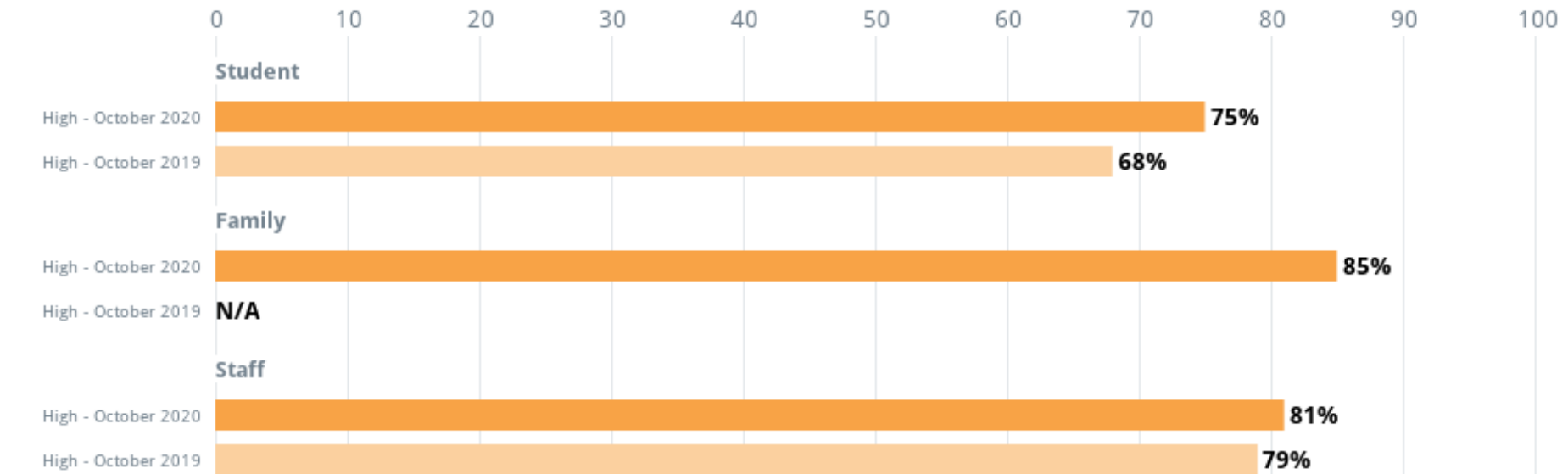
Level: High ▼

Quality Education:

- **Student:** No equivalent question in student survey
- **Family:** "My child is getting a high quality education at this school."
- **Staff:** "Students are getting a high quality education at this school."

Percent Positives on Education Quality

■ High - October 2020 ■ High - October 2019



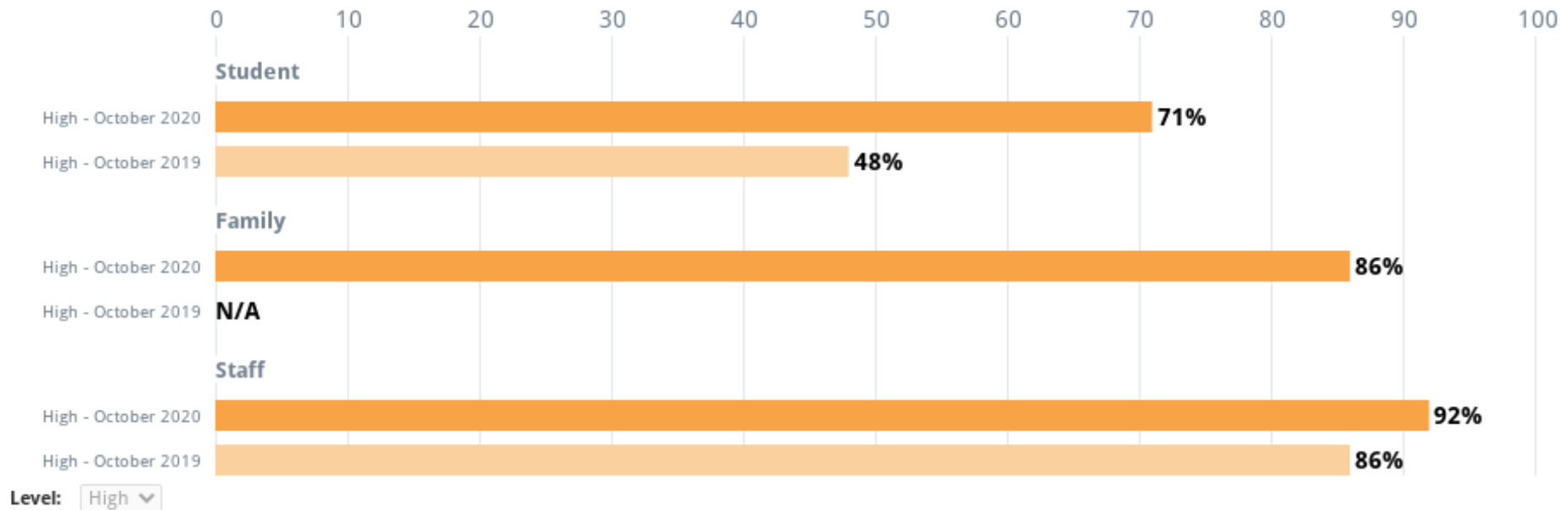
Level:

Expectations:

- **Students: "Most of my teachers don't let people give up when the work gets hard."**
- **Family: "My school sets high expectations for students."**
- **Staff: "My school sets high expectations for students."**

Percent Positives on Expectations

■ High - October 2020 ■ High - October 2019

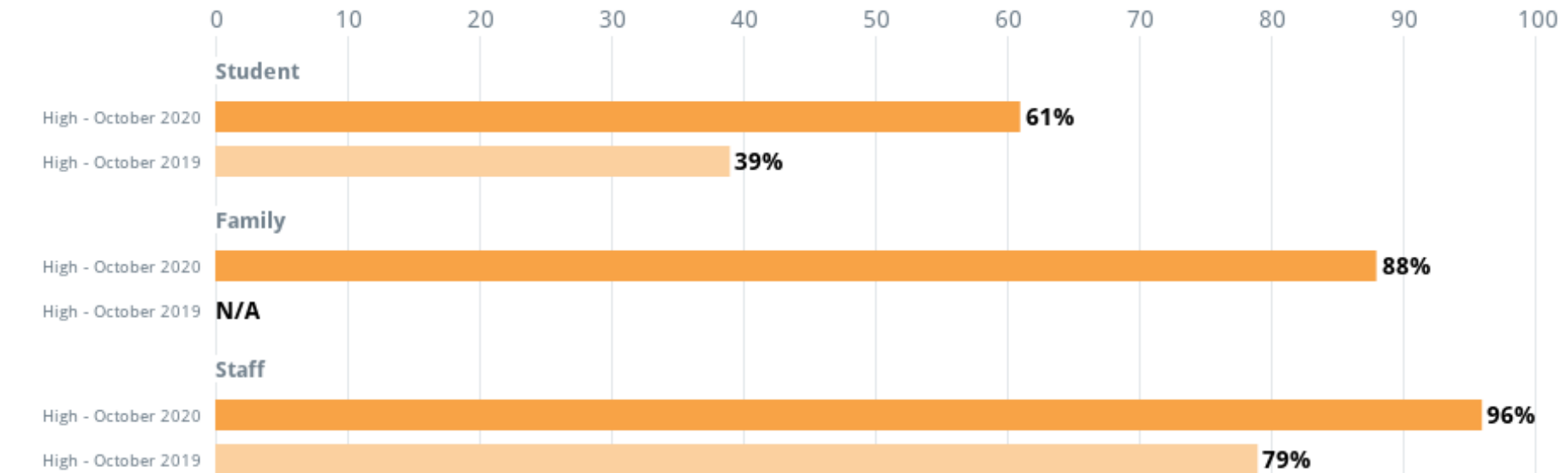


Relationships:

- **Student:** the degree to which students feel they receive support and personal attention from their teachers.
- **Family:** the degree to which families experience positive relationships in their school based on respect, care and approachability.
- **Staff:** the degree to which staff experience positive relationships in their school based on respect, care and approachability.

Percent Positives on Relationships

■ High - October 2020 ■ High - October 2019



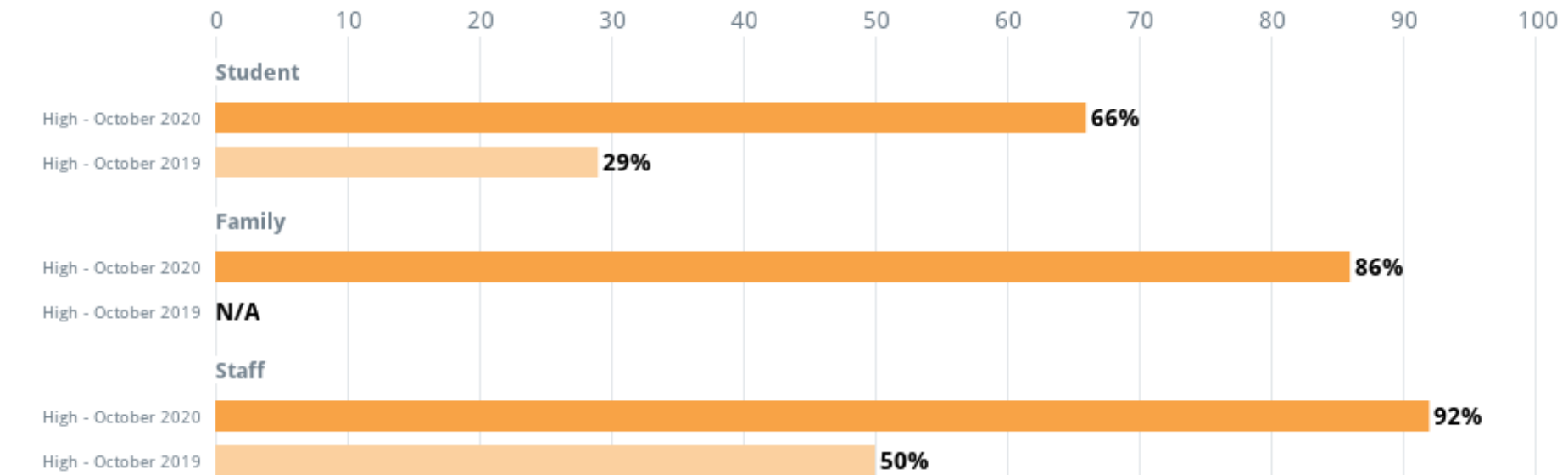
Level:

Culture:

- **Student:** the degree to which students believe that their school fosters a culture of respect and fairness.
- **Family:** the degree to which families believe their school fosters shared goals, respect, fairness, and diversity.
- **Staff:** the degree to which staff believe that their school fosters a culture of shared vision, respect, and effective communication.

Percent Positives on Culture

■ High - October 2020 ■ High - October 2019



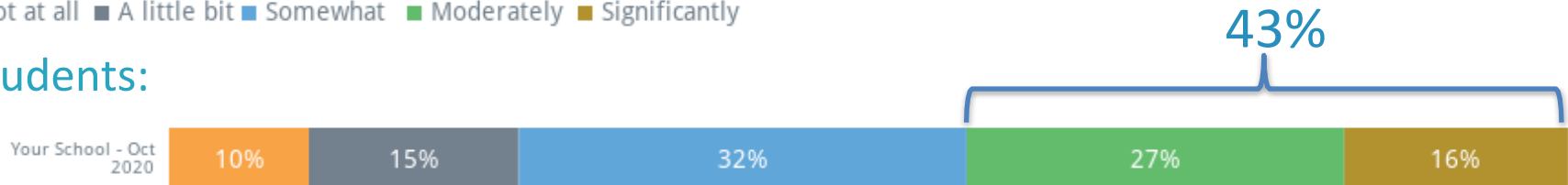
Level: ▼

COVID-19 and Distance Learning

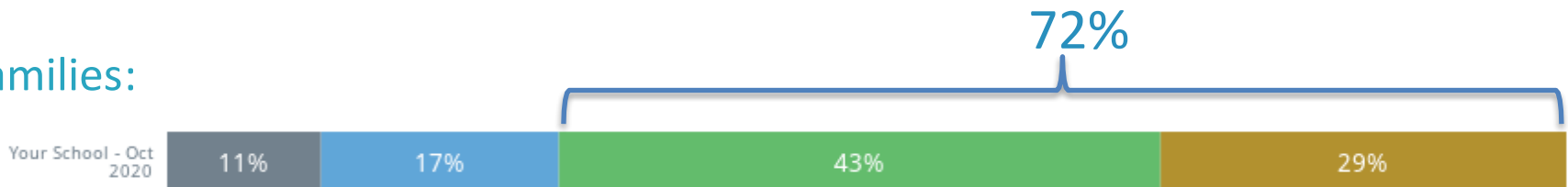
How much has the COVID-19 pandemic affected you? - Overall

■ Not at all ■ A little bit ■ Somewhat ■ Moderately ■ Significantly

Students:



Families:



Staff:

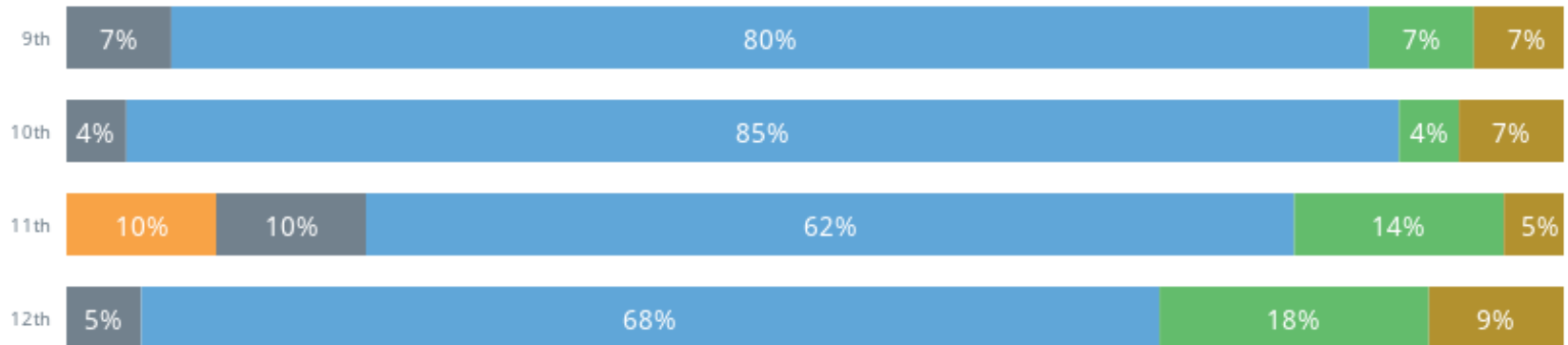


COVID-19 and Distance Learning

Families

While distance learning, the amount of time my child spends online in live instruction with their teacher(s) is... - Subgroup

■ Not enough time ■ Somewhat too little time ■ The right amount of time ■ Somewhat too much time ■ Too much time



Subgroup: Student's Grade Level ▼

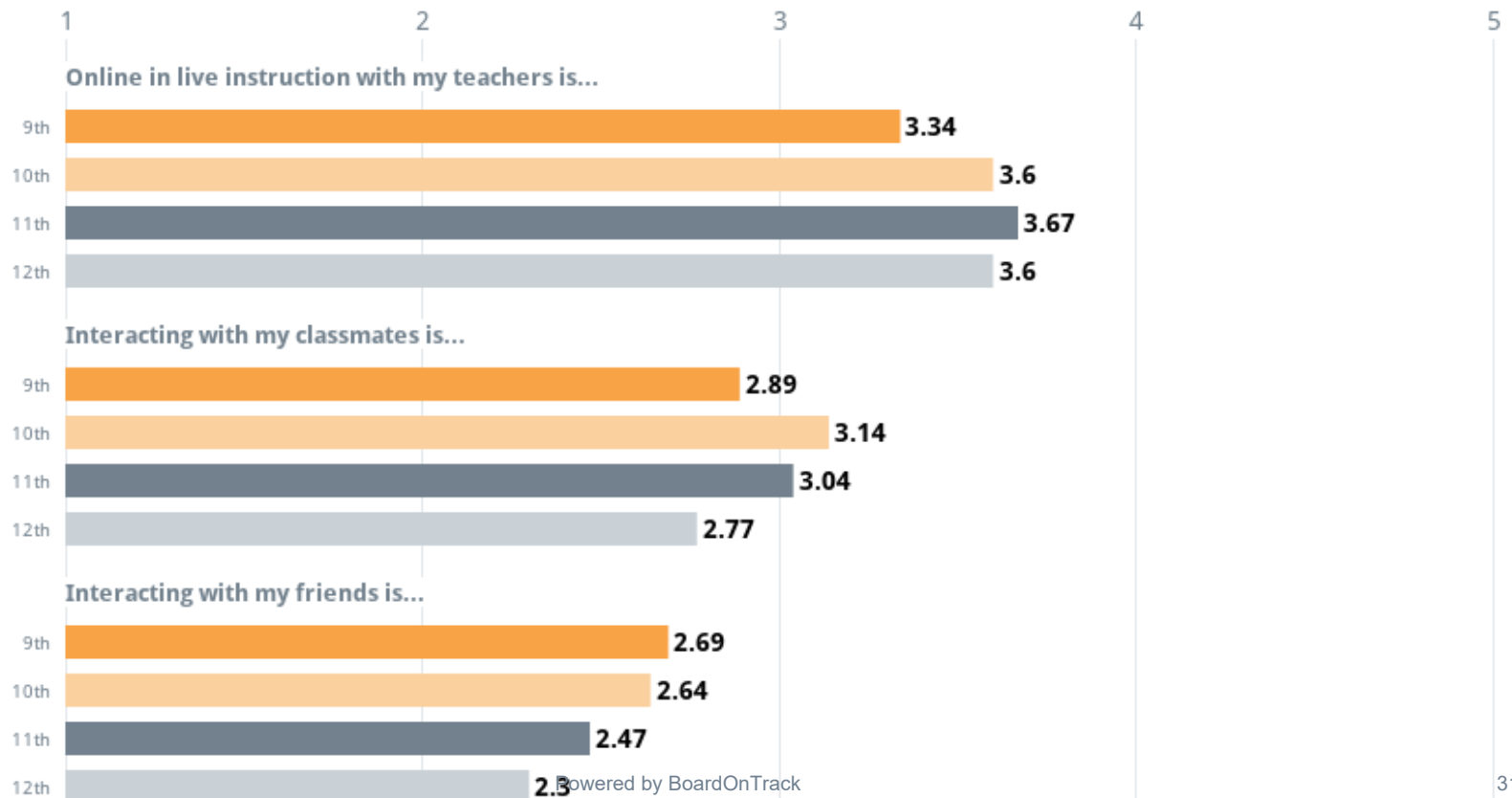
Focus: COVID-19 and Distance Learning

Students

While distance learning, the amount of time I spend... - Subgroup

1 = Not enough time 3 = The right amount of time 5 = Too much time

9th 10th 11th 12th



In Their Own Words: Students

Learning at Home – Likes

9th: “I like the schedule we have” “I like the food I get to eat at home”

10th: “It’s more comfortable” “I get less distracted” “I like block schedule”

11th: “I like having breaks between periods” “I like the teachers we have”

12th: “We start later in the day” “We have more freedom”

Learning at Home – Challenges

9th: “Hard to concentrate on the computer” “Learning math is harder”

10th: “It’s stressful and boring”
“Communication is challenging”

11th: “Internet connection can be slow or bad” “We don’t get to see friends”

12th: “Hard to stay motivated”
“Assignments are hard to understand”

School Strengths

9th: “I really like the teachers they are very helpful.” “They are preparing us for college” “I learn about things that will help me in the future”

10th: “My classes challenge me to think critically by thinking outside the box and teachers ask us to expand and elaborate” “There’s respect among all”

11th: “Instead of just saying an answer, we are expected to provide evidence and an analysis to explain why we think the way we do.”

12th: “Help with college application process” “Everyone is willing to help you”
“The school is safe and nice” “They encourage and inspire me to do my best”

School Areas for Improvement

9th: “I would like more fun activities and things to do outside of class” “I don’t like that the school doesn’t have a field or more sports activities”

10th: “I would like to have a longer lunch period” “I ‘really don’t like online classes” “I don’t like the uniforms”

11th: “The amount of work that is given” “Virtual classes are boring” “Some of the staff is too strict”

12th: “Online learning is not engaging and it is difficult to learn” “Sometimes we receive too much work”

In Their Own Words: Families and Staff

School Strengths: Families

“They have a great academic and disciplined program”

“Whenever I have questions or need information, the staff is available and helpful”

“Parents are valued at this school and everybody is friendly. I always get helped as soon as I walk into the school”

“Academically, it is great! Teachers care about students”

School Strengths: Staff

“I have felt welcome and accepted from the very beginning at JHHS. I could not have asked for better coworkers. School administrators are approachable and caring.”

“While sometimes very time intensive, I find that our weekly PD meetings are valuable and place students' needs first.”

“There is an overall tone of respect and collaboration at our school despite having to be online.”

School Areas of Improvement: Families

“I would like for the school to have more extracurricular activities and for them to support with community service programs that my child can join”

“I would like for classes to include more creativity”

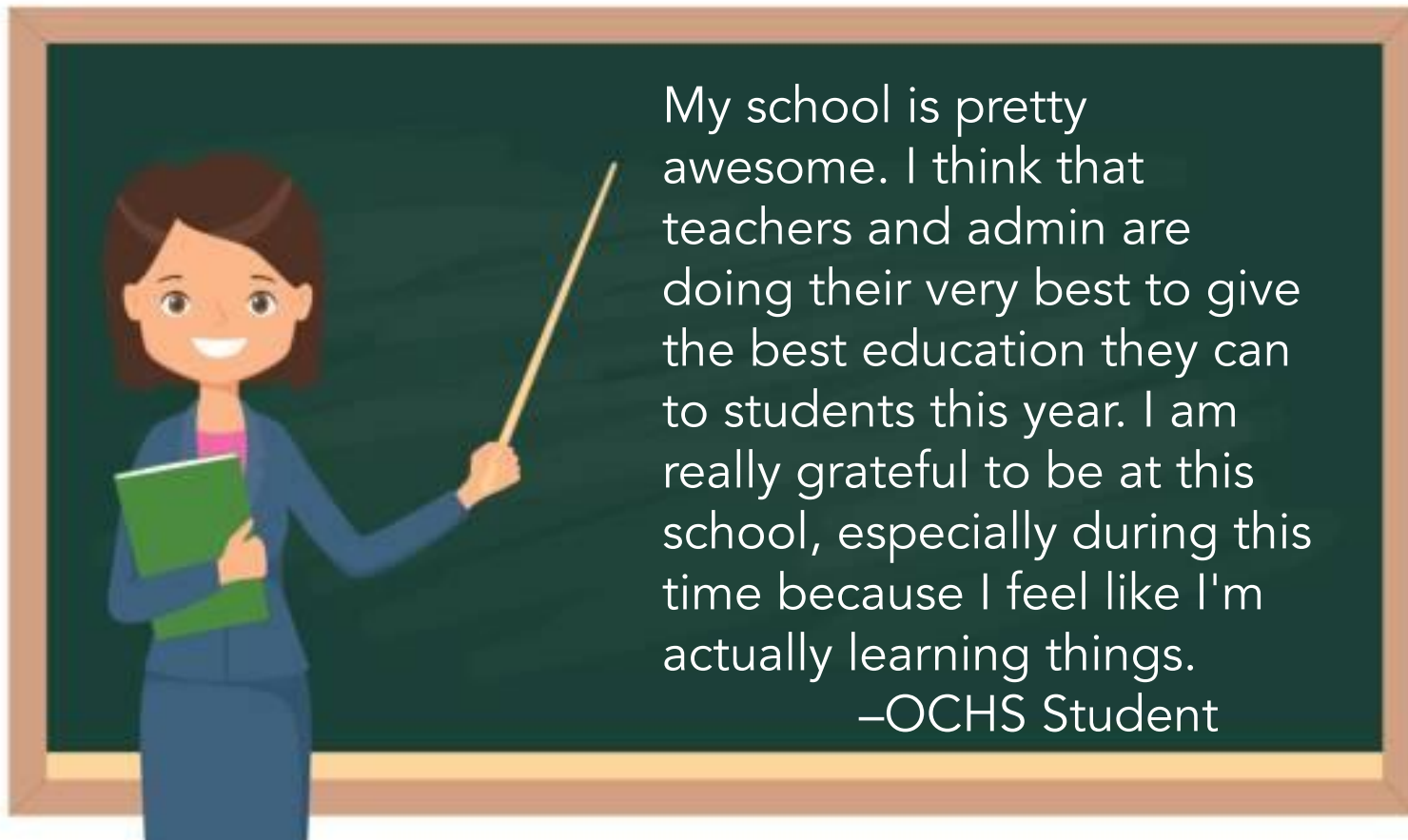
“I would like for the lunch program to offer better food”

“More workshops for parents about college or how to help your child in high school”

School Areas of Improvement: Staff

“What I think could benefit us is to have outside professional groups come in and facilitate school-wide PD sessions around equity.” “You can never go wrong with having more access to high-quality professional development opportunities.”

“Improvement in HR, Benefits, Payroll, Finance, etc. would be great. I realize there have been many changes in staff and/or limited amount of staff to help all schools but trying to get an answer via email usually takes a very long time”

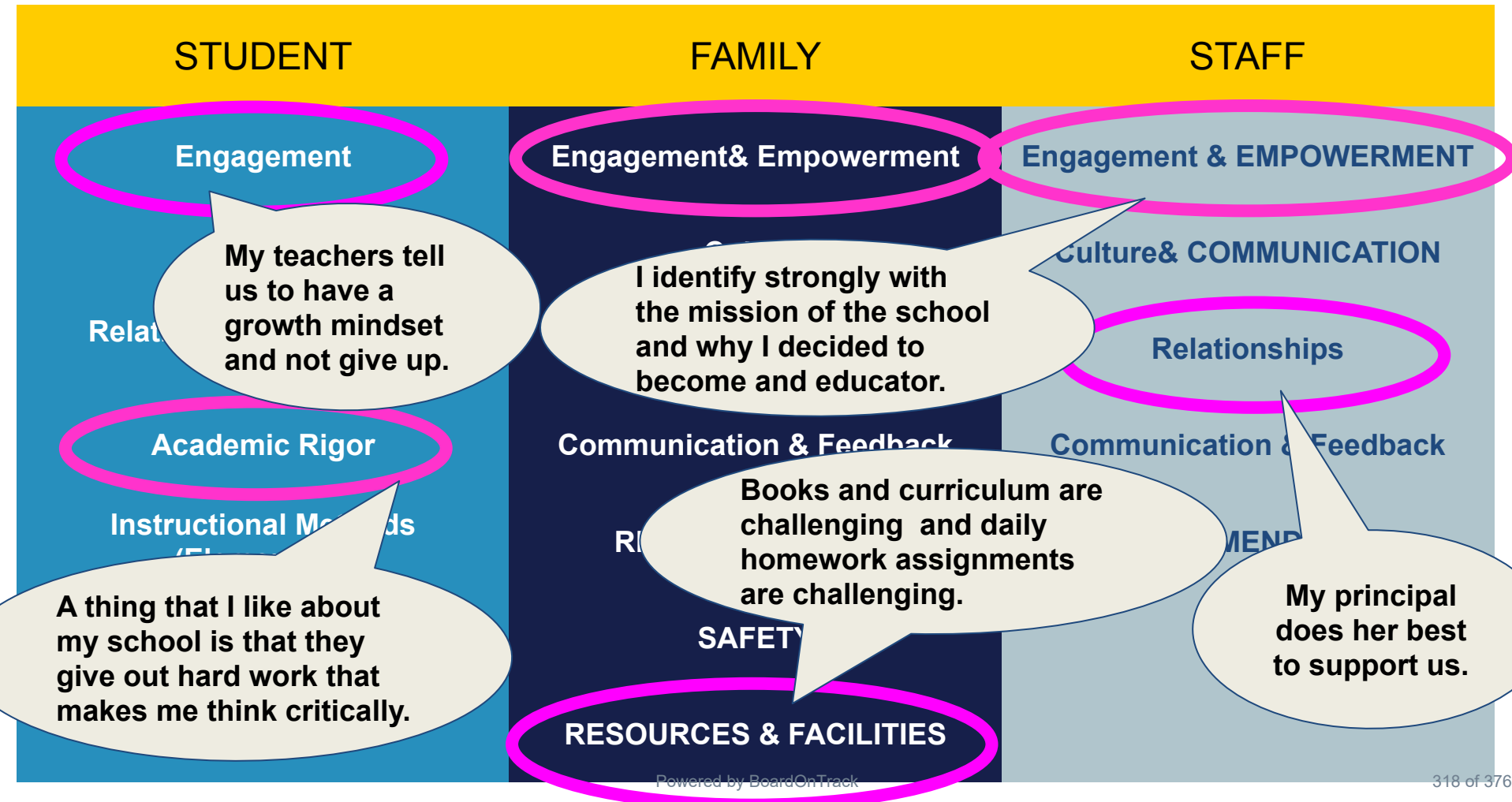


Oakland Charter High School Student, Family, Staff Survey Data

Core themes across all surveys:

Top scoring in each section are circled

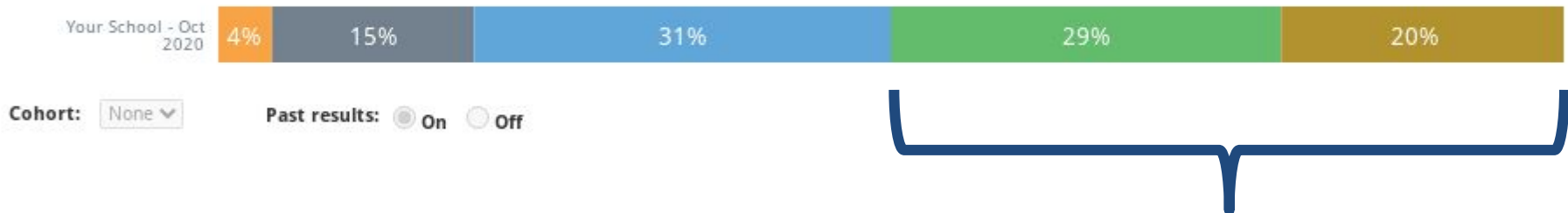
We heard from **493**
OCHS Community Members



How much has the COVID-19 pandemic affected you?

How much has the COVID-19 pandemic affected you? - Overall

■ Not at all ■ A little bit ■ Somewhat ■ Moderately ■ Significantly



49% of students say “Moderately” to “Significantly”



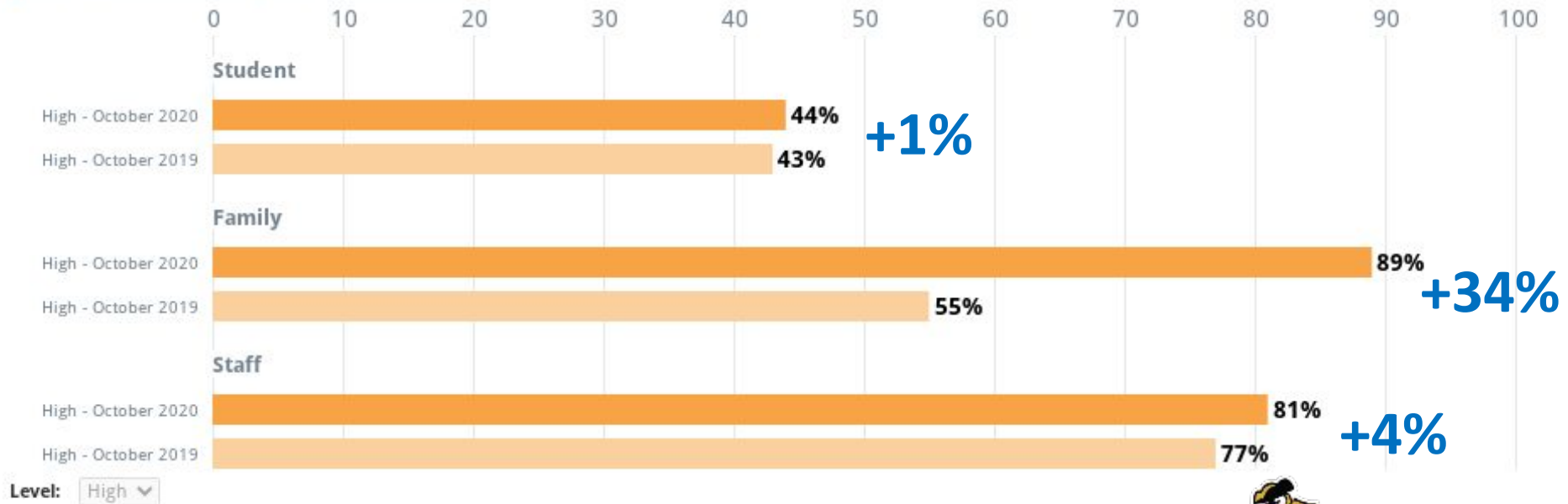
OAKLAND
CHARTER
HIGH SCHOOL

Engagement:

- The degree to which students perceive themselves as engaged with their school and their education
- The degree to which families are engaged in their school and empowered to influence decision making
- The degree to which staff feel engaged in their work and empowered to influence their schools

Percent Positives on Engagement

■ High - October 2020 ■ High - October 2019



OAKLAND
CHARTER
HIGH SCHOOL

Engagement: Comments

- 9th grade student: I think it is really good school. We can learn many things, knowledge, friendship, interests, etc. I like my school, there are many good teachers, there are many good classmates.
- 11th grade student: My school inspired me to do my best because of the clubs and programs that they run in order to help people get into college and other opportunities they may have later in life.
- Parent of 12th grader: Because I know my son is learning to be successful in the next level that it's the college.
- OCHS Staff: I am an advocate for access to higher education for first generation students and working at OCHS gives me the ability to ensure that students have what they need to attend and succeed at a 4 year university.



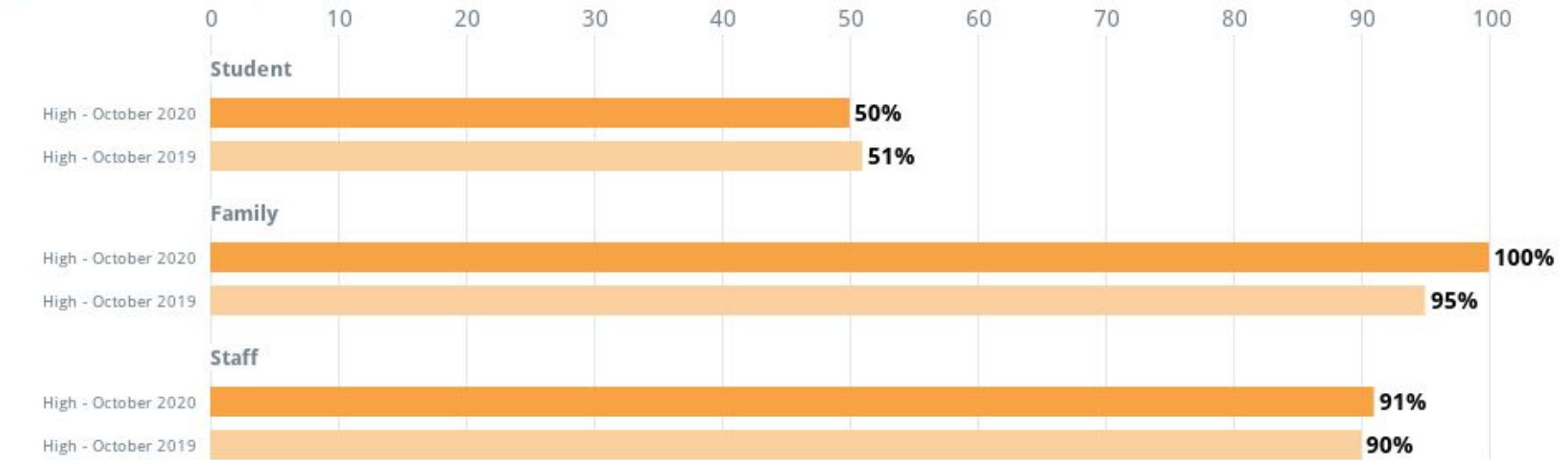
Perspective of Positive Expectations

The table below shows the percent of positive responses to questions about expectations.* These questions differ somewhat between surveys:

- **Elementary School Students:** "Does your teacher ask you to keep trying when the work gets hard?" (In **Engagement** section)
- **Secondary School Students:** "Most of my teachers don't let people give up when the work gets hard." (In **Academic Rigor** section)
- **Family:** "My school sets high expectations for students." (In **Resources** section)
- **Staff:** "My school sets high expectations for students." (In **Culture** section)

Percent Positives on Expectations

■ High - October 2020 ■ High - October 2019



Level:



**OAKLAND
 CHARTER
 HIGH SCHOOL**

Setting High Expectations: Comments

- 9th grade student: They want me to try hard in my classes and they don't let me give up.
- 10th grade student: The school's motto is "Honor Hard Work" and they reward us for doing so.
- 12th grade student: I like that the school has some teachers that do more than just the minimum for their students' learning, and how they put effort in trying to make the lesson for the class. In addition, I like how the teachers that I've had at my school try to understand what students are going through and try to structure class to accommodate for that.

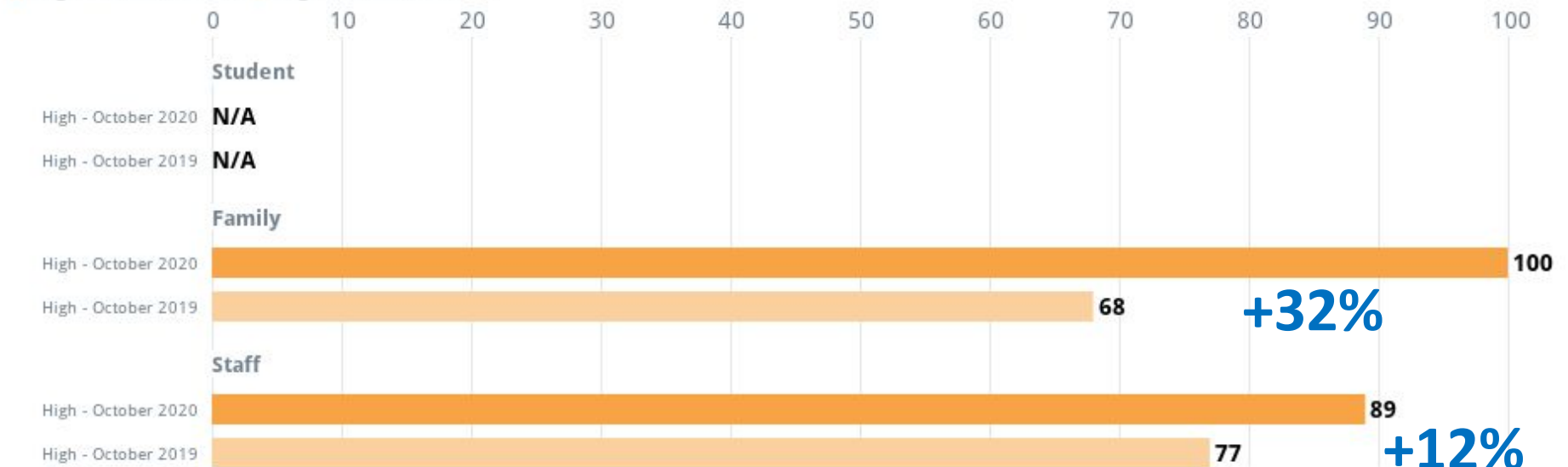


Positive Relationships:

- Student: No equivalent question in student survey
- Family: "Teachers and students care about each other."
- Staff: "Staff and student care about each other."

Teacher's Care Percent Positive

■ High - October 2020 ■ High - October 2019



Level: High ▼



OAKLAND
CHARTER
HIGH SCHOOL

Positive Relationships: Comments

- 9th grade student: I email my teachers if I have questions and they seem very inclined to helping me. I don't feel like I'm bothering so then it makes me comfortable asking them. They are understanding of my situation and are just positive people.
- 10th grade student: Some of my teachers care about students as individual people instead of just students. They try to get to know all their students to see how they can help them be better.
- 12th grade student: my teachers care about me in the sense that they are willing to give me extended deadlines and sympathize with personal problems that I may have.
- Parent of 9th grader: OCHS has blown us away from the very beginning. Every single staff has been so impressive and they genuinely care about my son and me, the parent. We are very happy to be at OCHS, what an outstanding school and should be the role model school for the entire Country. The principal runs OCHS excellently and I can honestly say she can beat any private school out there. OCHS is an absolute gem, academically and with humility.



Distance Learning

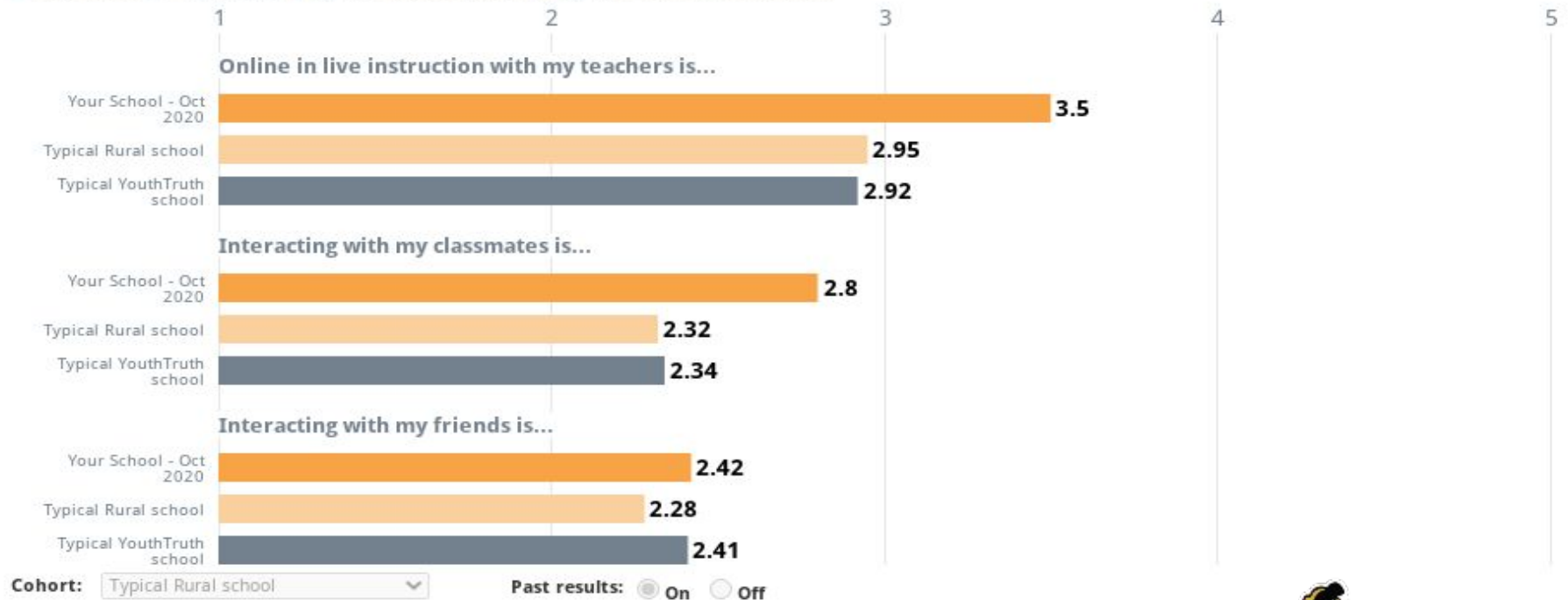
Schedule- Student Perspective

While distance learning, the amount of time I spend...

While distance learning, the amount of time I spend... - Overall

1 = Not enough time 3 = The right amount of time 5 = Too much time

■ Your School - Oct 2020 ■ Typical Rural school ■ Typical YouthTruth school



OAKLAND
CHARTER
HIGH SCHOOL

Distance Learning In Their Own Words: Students

College and Career:

My school is making sure i am prepared for the future by giving us more challenging work and making sure we know how colleges works and everything you need to know about it. (9th grader)

Clubs, I'm in the med club. My future job is to be a pharmacist which helps me a lot. (10th grader)

By having times you can meet with a college counselor. (11th grader)

My school is getting me college ready by having AP classes and learning more about colleges to go to and helping the seniors fill out their applications to different colleges and helping pick our PIQ's and also with financial aid. (12th grader)

School Strengths

What I like most about my school is that they push people to do their best, even though there is those students that don't believe in the themselves they always want them to strive. (9th grader)

I like how they challenge us to do our best and also to set us up for what kind of work we would have to do for college. (10th grader)

I think my school has some classes that really challenge our thinking skills and try to make us use that to the best of our abilities. (11th grader)

I like that my school is diverse. my school is getting me ready for college by giving me opportunities to talk to college counselors. (12th graders)

Learning at Home- Challenges

A lot of distractions like my phone and sometimes I don't attend my classes. (9th grader)

I can't concentrate and everything be stressing me out (10th grader)

They out too much time on the computer. My eyes are drained. (11th grader)

In zoom meetings, I rarely get the chance to talk with my classmates about anything in breakout rooms and it makes most of the classes feel like an hour of listening to a teacher talk about a boring subject. It is really hard to get inspired for class when this is the case. (12th grader)

School Areas for Improvement

I don't like most of the unnecessary rules in our school like always needing to have our cameras on and having to do school for so long (10th grader)

That's more of a me problem, i don't get motivated enough, and what the school seems to be doing isn't working for me. I don't know how to get motivated myself, so I don't know what the school can do either (11th grader)

The strictness of the teachers (12th grader)

In Their Own Words: Families and Staff

School Strengths: Family

I am very satisfied with my school in everything they do for my student and the support they give him especially in these difficult times for all thanks (parent of 9th grader)

English Translation: the patience with which they explain to my student, the availability of their time to work one by one if my student needs it, the ability to ask questions or comments that we have as parents that is very important to me, thank you. (parent of 9th grader)

English translation: Because I know my son is learning to be successful in the next level that it's the college. (parent of 12th grader)

School Areas for Improvement: Family

English Translation: Because the only problem right now is due to covid 19 they spend a lot of time in front of the computers for classes and then after that they are leaving them a lot of homework, that is more time in front of the computer. I think that is very harmful to the health of children or young people (parent of 11th grader)

English Translation: I would like for them to have less homework assigned. (parent of 11th grader)

School Strengths: Staff

Admin does a good job of including all staff, being polite/thoughtful for any situations that might arise, and allow an environment of critique and feedback on their practices.

Because they are friendly and supportive. As a new teacher they are quick to give me ideas and practical things I can implement to improve my teaching.

I am proud to help carry out the mission of the school and help students who traditionally don't have access to college preparatory work achieve at a high level.

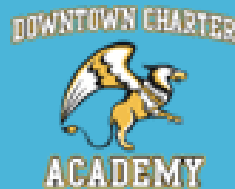
I feel every day I grow as an educator and through reflection improve upon my practice. I definitely don't feel accomplished every day but I know I can make a difference in many lives by being supportive of students and that makes me feel accomplished.

School Areas for Improvement: Staff

Small classrooms, not a lot of space for students during lunch. That is what I view as one area the school could improve, although I recognize it is an expensive area to try to address.

I've been lucky in my own classroom but I've heard from others that we lack the physical education space we need, it seems like too many teachers need to physically share rooms and some of us have particular tech needs that haven't been met yet.

Better communication between all staff members



NWEA Fall 20-21

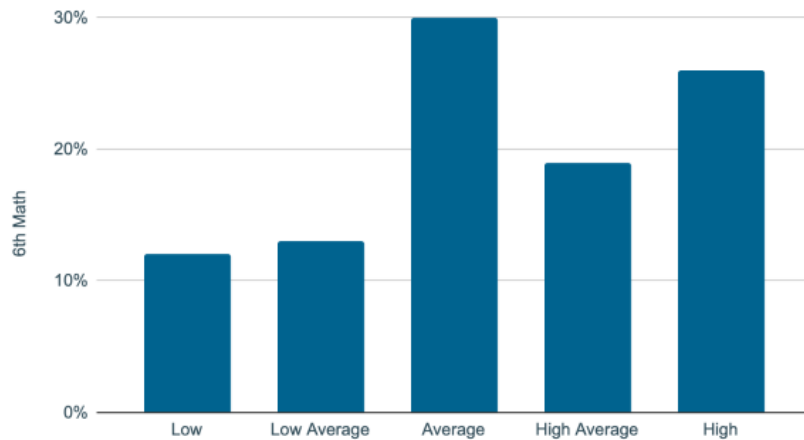
Data Summary

Downtown Charter Academy

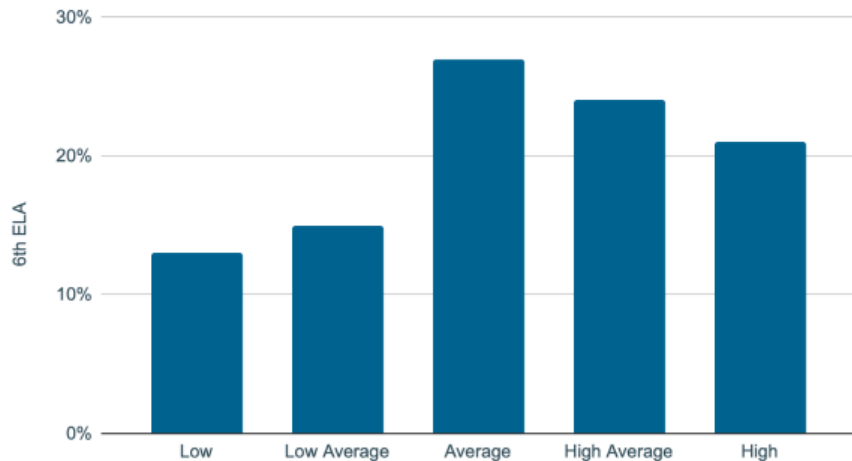
To Note

- » RIT is the interval scale that measures students and school's growth independently of grade level. This allows for focusing on advancing students on standards and skills and on growth trends and curriculum pace. The NWEA tests, known as MAP tests, are used widely to plan instruction and intervention. More than 3,000 schools and school districts use NWEA as Interim Tests in the US.
- » The charts in this presentation show students' performance by grade compared to established RIT norms; there is no consensus on expected academic performance in current COVID-19 pandemic

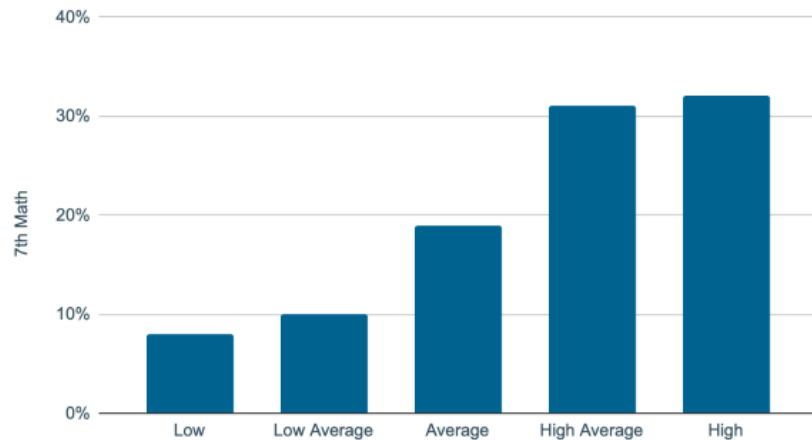
6th Math Fall 20-21.



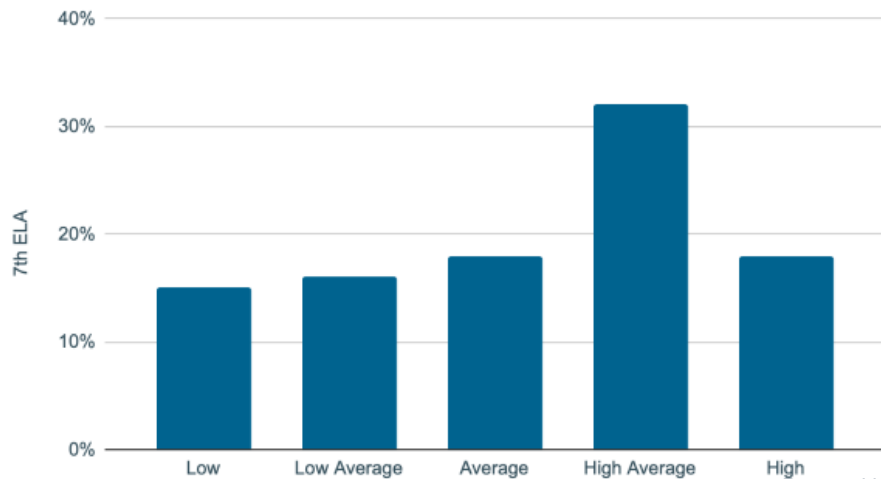
6th ELA Fall 20-21



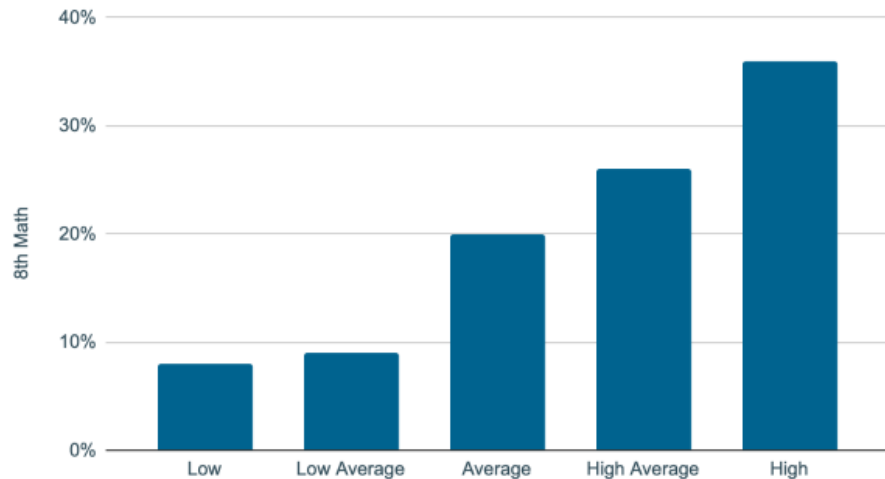
7th Math Fall 20-21



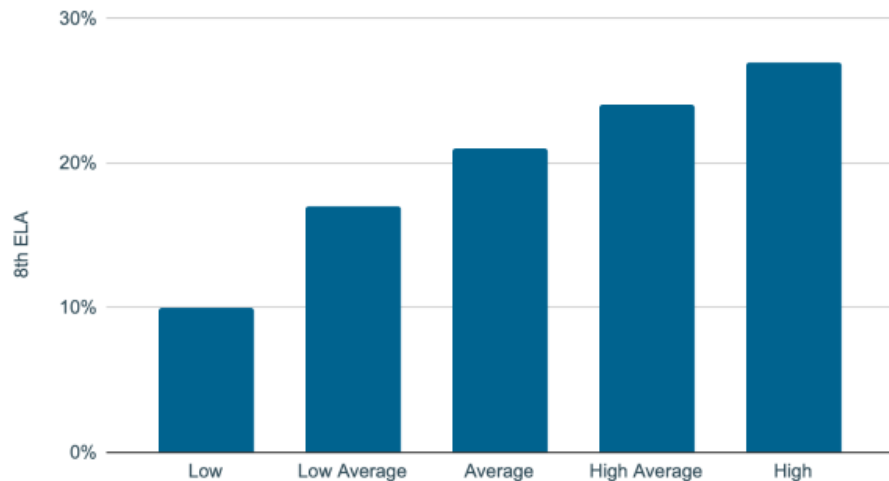
7th ELA Fall 20-21



8th Math Fall 20-21



8th ELA Fall 20-21



Observations and Next Steps

- » The trend observed at DCA is that the longer students stay in our program, the better their scores become.
- » Math scores are higher than English scores.
- » 100% of DCA teachers and teaching assistants will understand the importance of using data to form intervention groups and plan instruction. This will be accomplished by monthly trainings, data dives right after testing, grade levels and department levels collaboration and by continuing to build a data culture

NWEA Winter 2021

Data Summary For the Board

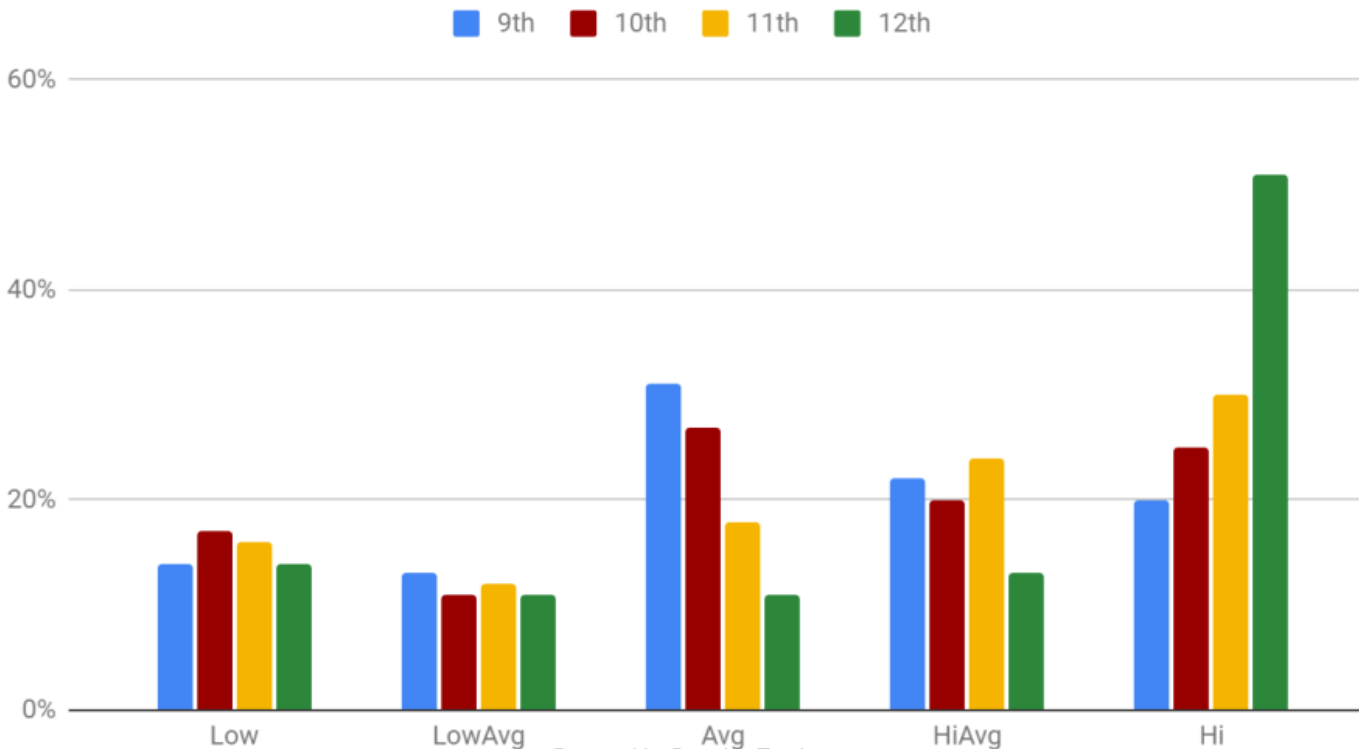
Oakland Charter

To Note

- » **First year** conducting NWEA after three-year hiatus; initial results align with other platforms (such as Fastbridge) indicating **validity**
- » 1st test conducted first two weeks of November
- » Next testing session (“Winter”) scheduled for February

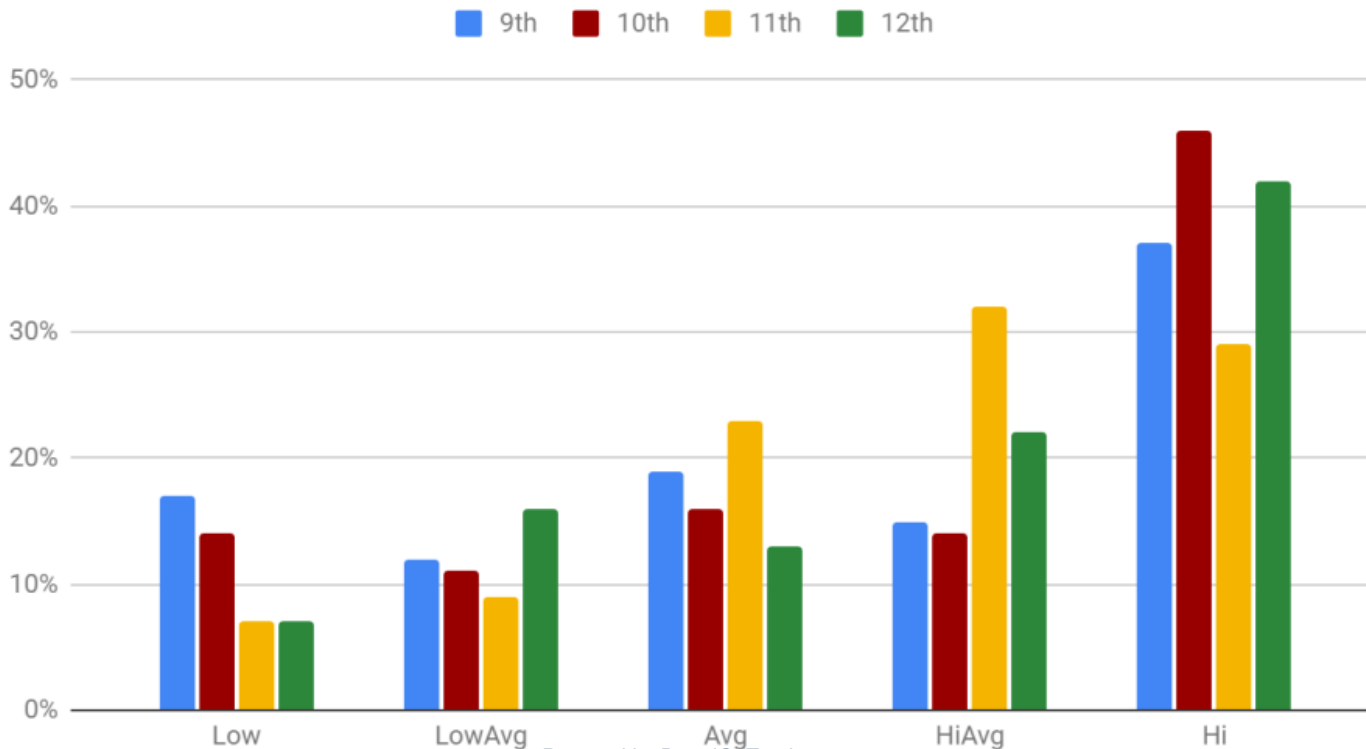
OCHS English NWEA - Fall

OCHS English MAP Fall: % of Students at Each Quintile



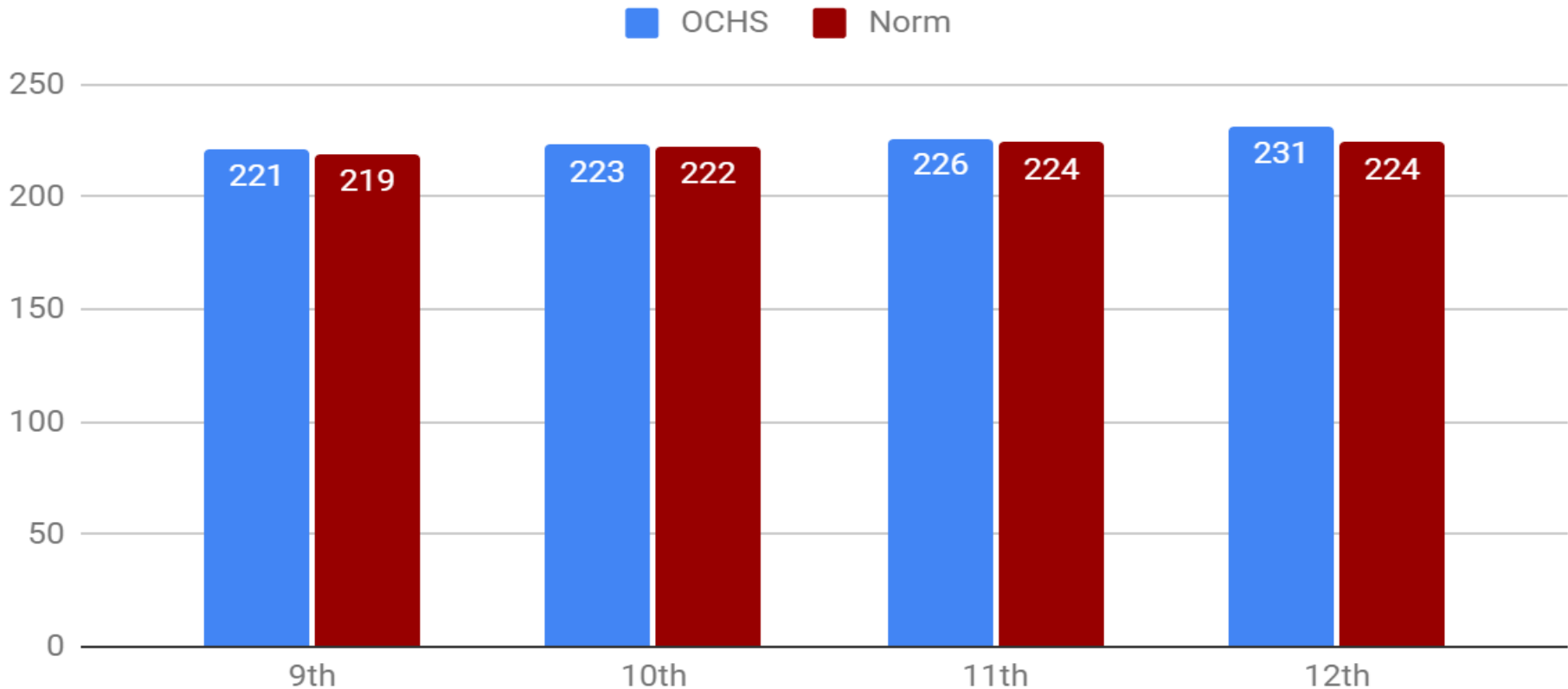
OCHS Math NWEA - Fall

OCHS Math MAP Fall: % of Students at Each Quintile



Powered by BoardOnTrack

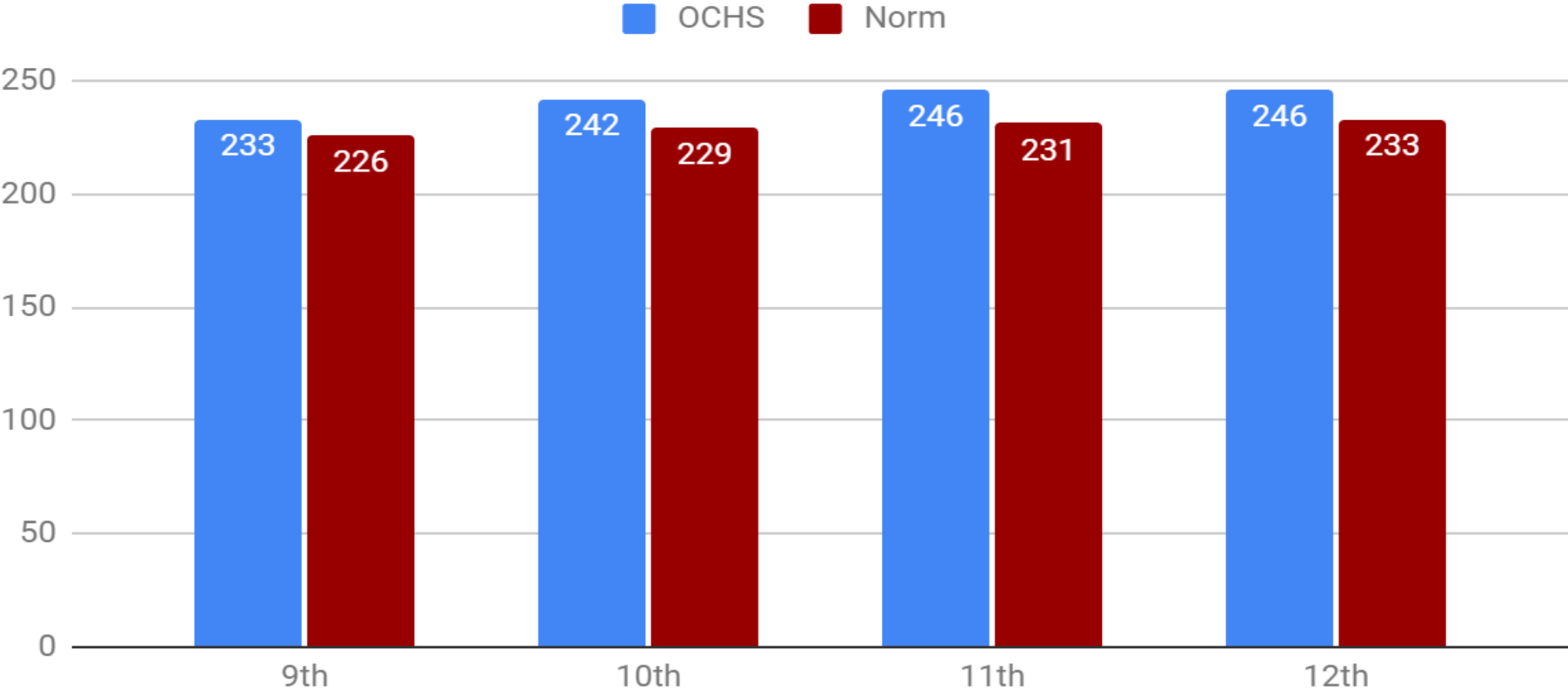
English MAP: OCHS avg RIT vs Norm



Eng Mean RIT

Powered by BoardOnTrack

Math MAP: OCHS avg RIT vs Norm



Conclusions

- » Numbers of students who are below grade-level **lessen each year** as top three quartiles grow from 9th through 12th grades (this is a good thing)
- » NWEA helps teachers align instruction based on **skills** most students are ready for (zone of proximal development) - OCHS teachers have had training on this
- » Identify interventions around students who are far below grade-level (lowest 2 quintiles)
- » Re-test on 2/19 (Winter) and 5/21 (Spring)

NWEA Winter 2021

Data Summary

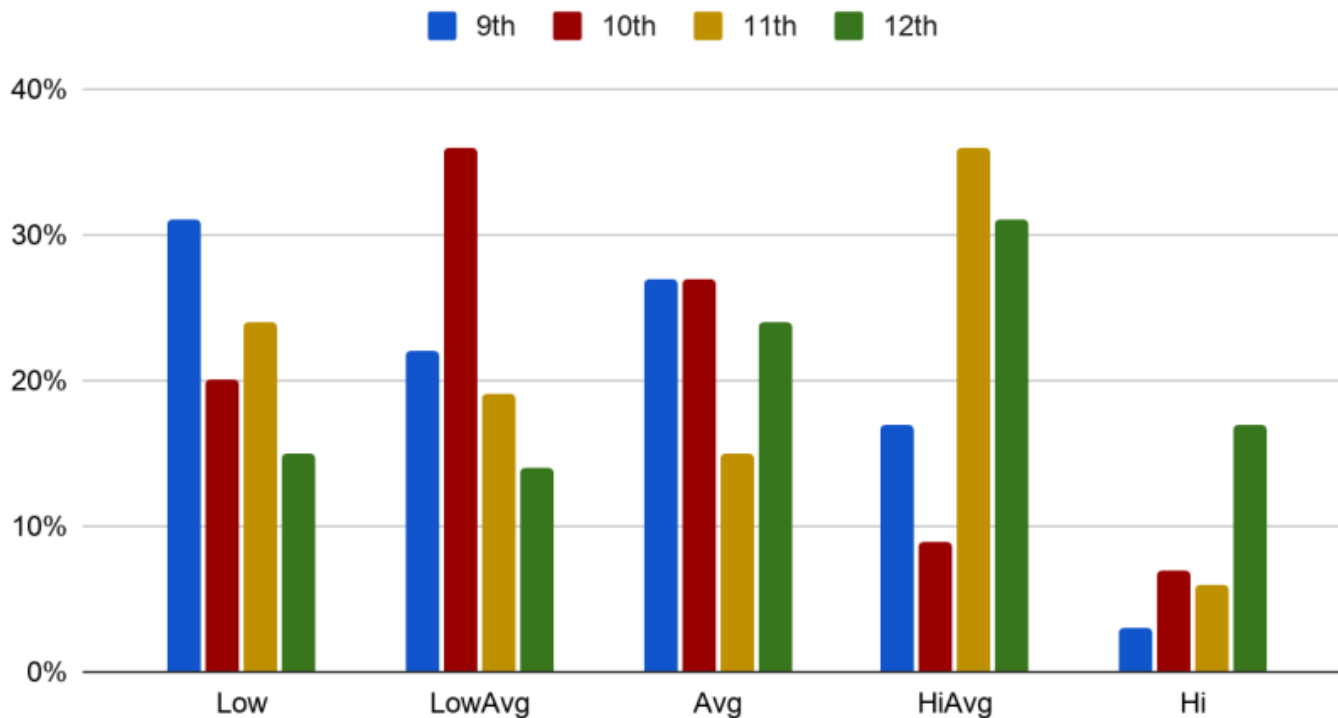
JOHN HENRY HIGH

To Note

- » This is the **first year** that we administer the NWEA Reading and Math test at John Henry High.
- » The following slides show **Fall** test data for 9th-12th grade.
- » We are conducting **Winter** testing on February 5th.

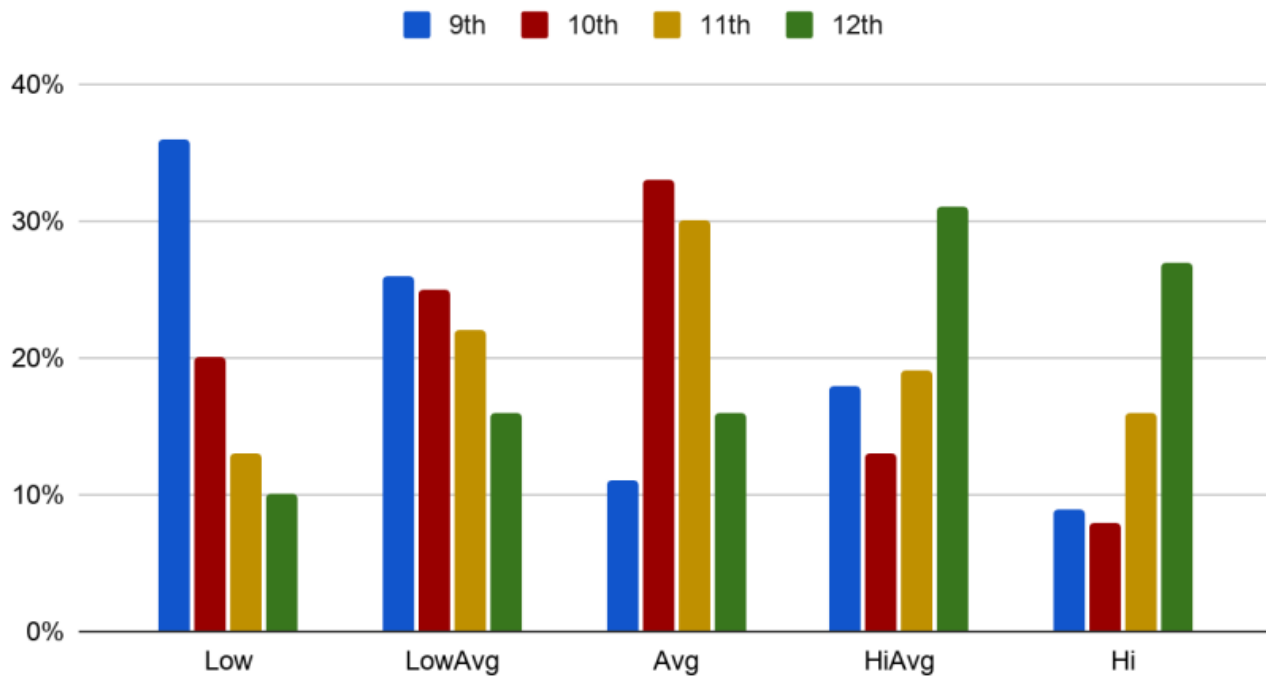
English Data by Quintile

JHHS English MAP Fall: % of Students at Each Quintile



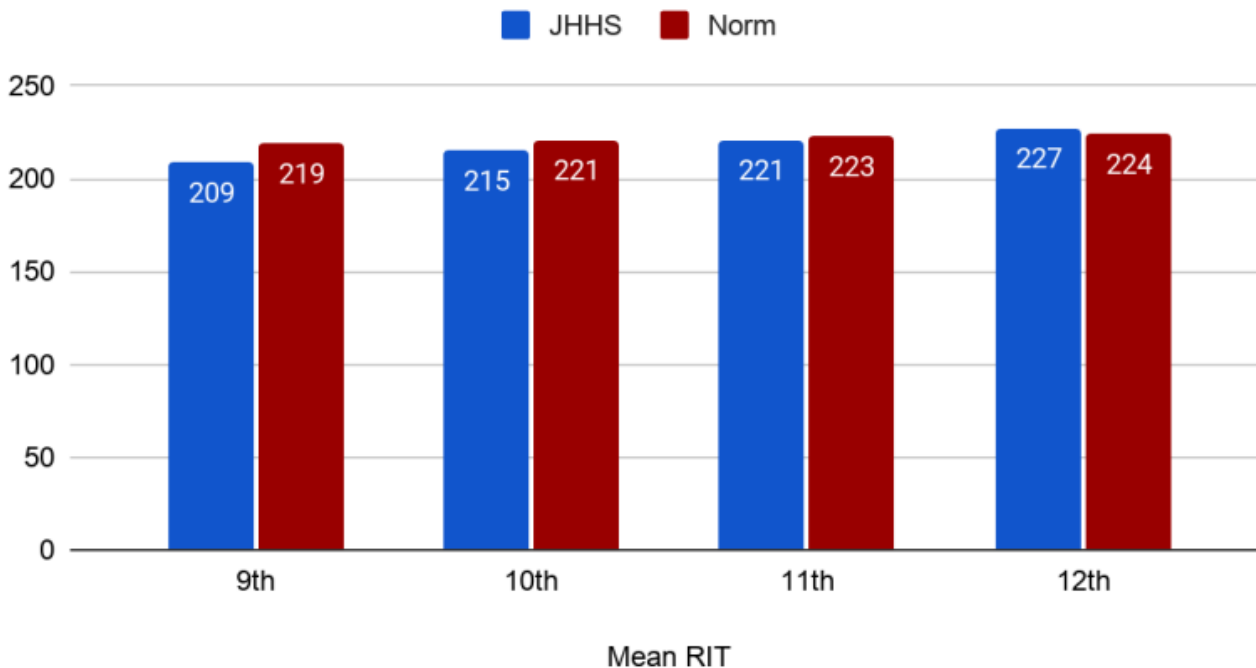
Math Data by Quintile

JHHS Math MAP Fall: % of Students at Each Quintile



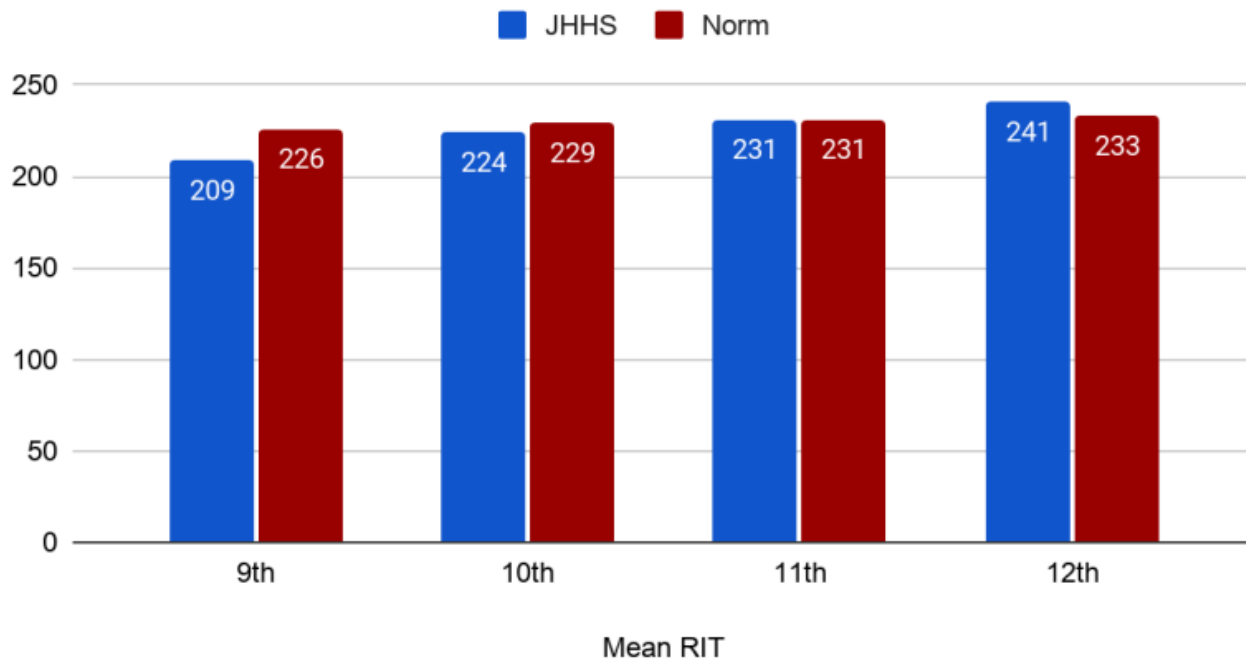
English: JHHS v. National Avg

English MAP: JHHS avg RIT vs Norm



Math: JHHS v. National Avg

Math MAP: JHHS avg RIT vs Norm



Conclusions

- » 9th and 10th graders are scoring lower than the national norm average.
- » Math is a concern, especially for our 9th grade students.
- » Percent of students in HiAvg and Hi categories increase as they progress to senior year at John Henry High.

» Next Steps:

- ◇ Data Dives and Professional Development sessions were held to identify gaps in learning, set up intervention groups, targeted supports, and provide teachers with instructional tools.
- ◇ Self reflection and goal setting sessions were scheduled with students in English and Math classes.
- ◇ Contract with IXL as intervention program to address individual student goals.

YOUTHTRUTH STUDENT SURVEY PROGRESS REPORT

The data in the below table is current as of Nov 09, 2020, at 07:44 PM PST.
The table is updated several times each day, Mon - Fri.

Number of students that have completed the survey by grade level

YouthTruth cannot provide a list of students who have or have not taken the survey. If you would like to track which students have completed the survey, please devise a plan for managing this piece internally.

[illegible]

YOUTHTRUTH STUDENT SURVEY PROGRESS REPORT

The data in the below table is current as of Nov 09, 2020, at 07:44 PM PST.
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Number of students that have completed the survey by grade level

YouthTruth cannot provide a list of students who have or have not taken the survey. If you would like to track which students have completed the survey, please devise a plan for managing this piece internally.

[illegible]

OCA Students Complete: 77/249	
OCA Staff: 8/21	
OCA Families: 27/249	

YOUTHTRUTH STAFF SURVEY PROGRESS REPORT

The data in the below table is current as of Nov 09, 2020, at 07:45 PM PST. The table is updated several times each day, Mon - Fri.

[illegible]

YOUTHTRUTH STAFF SURVEY PROGRESS REPORT

The data in the below table is current as of Nov 09, 2020, at 07:45 PM PST. The table is updated several times each day, Mon - Fri.

[illegible]

YOUTHTRUTH FAMILY SURVEY PROGRESS REPORT

The data in the below table is current as of Nov 09, 2020, at 01:48 PM PST. The table is updated several times each day, Mon - Fri.

[illegible]

YOUTHTRUTH FAMILY SURVEY PROGRESS REPORT


The data in the below table is current as of Nov 09, 2020, at 01:48 PM PST. The table is updated several times each day, Mon - Fri.

[illegible]

YouthTruth Progress Report FAQs

Question:	Answer:
When was this report last updated?	For domestic partners, surveying progress is updated about hourly, between 5:00am - 5:00pm PST, Monday - Friday. For international partners, survey progress is updated hourly, around the clock. For information about when the data in your most recent report was last updated, look at the timestamp located in the upper left hand corner of each sheet.
What if the enrollment you have listed for my campus isn't correct?	If your site's enrollment is incorrect by a large margin, please provide YouthTruth with your updated enrollment, broken out by grade level. Small enrollment fluctuations need not be addressed.
How are responses counted?	<p>Because all survey questions are optional - with respondents able to skip any question - YouthTruth counts a survey response as soon as one survey question is answered. This means that if a participant only answers one survey question, the entry is included as a response in the progress dashboard.</p> <p>You must have at least 10 responses* for any given survey to get a report</p> <p>*Both instructional and non-instructional staff members are eligible to take the staff survey. For schools with fewer than 10 staff members....</p>
What is the minimum number of responses required?	<ul style="list-style-type: none"> • If you have fewer than 5 staff members, we cannot create a report. • If you have 5 staff members, all 5 need to complete the survey to get a report (100%) • If you have 6 staff members, 5 of the 6 need to complete the survey to get a report (83%) • If you have 7 staff members, 5 of the 7 need to complete the survey to get a report (71%) • If you have 8 staff members, 6 of the 8 need to complete the survey to get a report (75%) • If you have 9 staff members, 7 of the 9 need to complete the survey to get a report (78%)
Why are the Family and/or Staff Survey sheets empty?	The Family and/or Staff Survey sheets are not populated if a school isn't administering those surveys. If your school is administering either survey, but the applicable sheet doesn't contain data when you expect it to, please contact YouthTruth.
Can you tell me which of my students and/or staff members have taken the survey?	No. Because the survey is anonymous, YouthTruth is unable to tell which students and/or staff members have completed the survey. If you would like to track which students and/or staff members have completed the survey, please devise a plan for managing this piece internally.
Why are there grade levels listed in the progress report table that aren't applicable to my school?	The response rate table is set up to be compatible for use with all YouthTruth clients. If a high school is participating with grades 9 - 12, there won't be any data available in the progress report table for grades 3 - 8. Even though grades 3 - 8 appear in the progress report table, when asked which grade they are in, students are only given the options for the grade levels applicable to your school.
My elementary school starts with students in Kindergarten, why doesn't the progress report table include levels below 3rd grade?	The elementary version of the YouthTruth survey is not intended for students in grades K - 2. The elementary survey is designed for students in grade 3 and above only.
How can the percent of respondents be over 100%?	If the percent of students that have completed the survey is over 100%, it's likely that the enrollment we were provided with for your campus is wrong. If you would like for us to update your enrollment, please email Whitney or clientservices@youthtruthsurvey.org with the number of students currently enrolled, broken out by grade level.

Other questions? Please don't hesitate to contact YouthTruth at clientservices@youthtruthsurvey.org



“I like best that we as a community still
get to work together during these
times of crisis while online.”

—6th Grade Student

Downtown Charter Academy

Student, Family, Staff Survey Data

October 2020

AMPS

HONOR HARD WORK



DOWNTOWN
CHARTER
ACADEMY

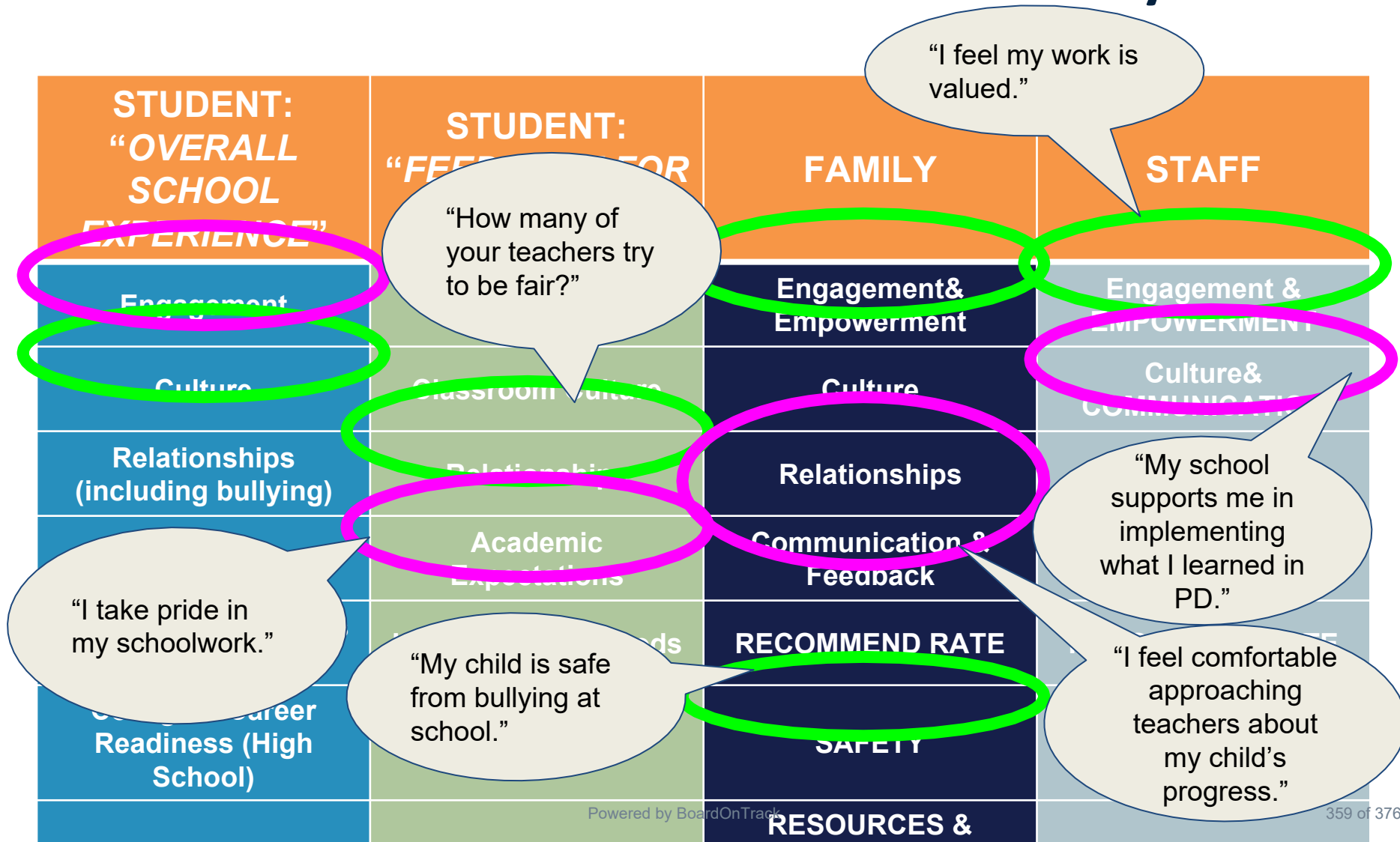
Powered by BoardOnTrack

We value your feedback!

We heard from over **600** DCA Community Members

- **99% of students** about their school and classroom
- **85% of parents** and guardians about their child's school experience
- **97% of staff** about perceptions of their work at DCA

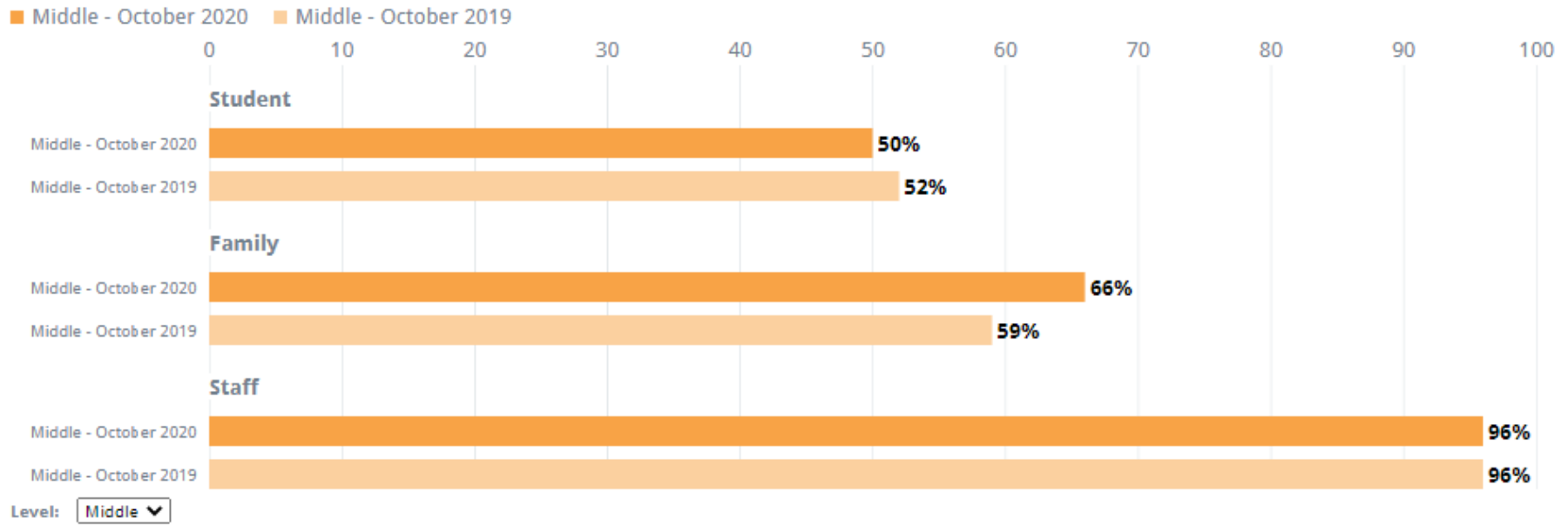
What were the core themes across all surveys?



Engagement:

- The degree to which students perceive themselves as engaged with their school and their education
- The degree to which families are engaged in their school and empowered to influence decision making
- The degree to which staff feel engaged in their work and empowered to influence their schools

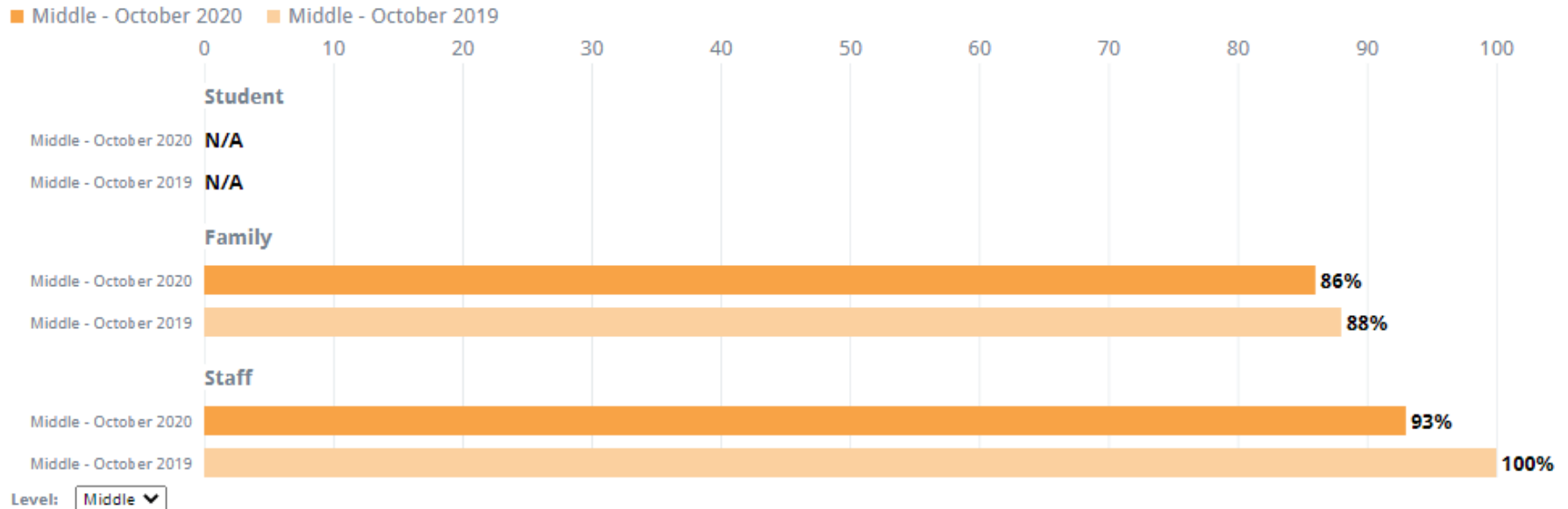
Percent Positives on Engagement



Quality Education:

- **Student:** No equivalent question in student survey
- **Family:** "My child is getting a high quality education at this school."
- **Staff:** "Students are getting a high quality education at this school."

Percent Positives on Education Quality

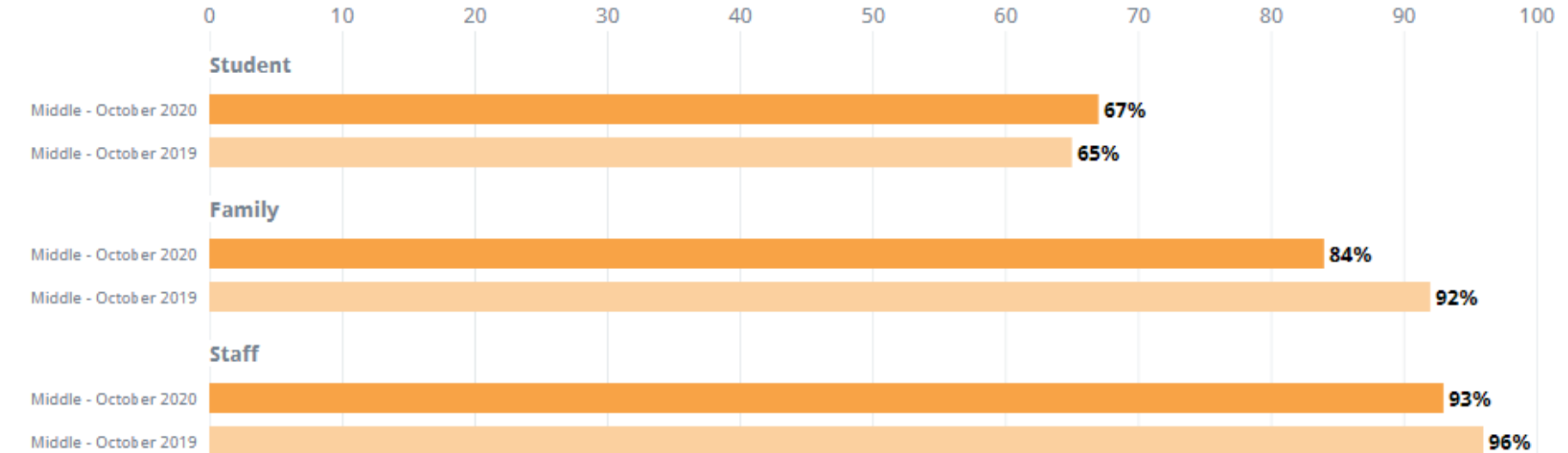


Expectations:

- Students: "Most of my teachers don't let people give up when the work gets hard."
- Family: "My school sets high expectations for students."
- Staff: "My school sets high expectations for students."

Percent Positives on Expectations

■ Middle - October 2020 ■ Middle - October 2019

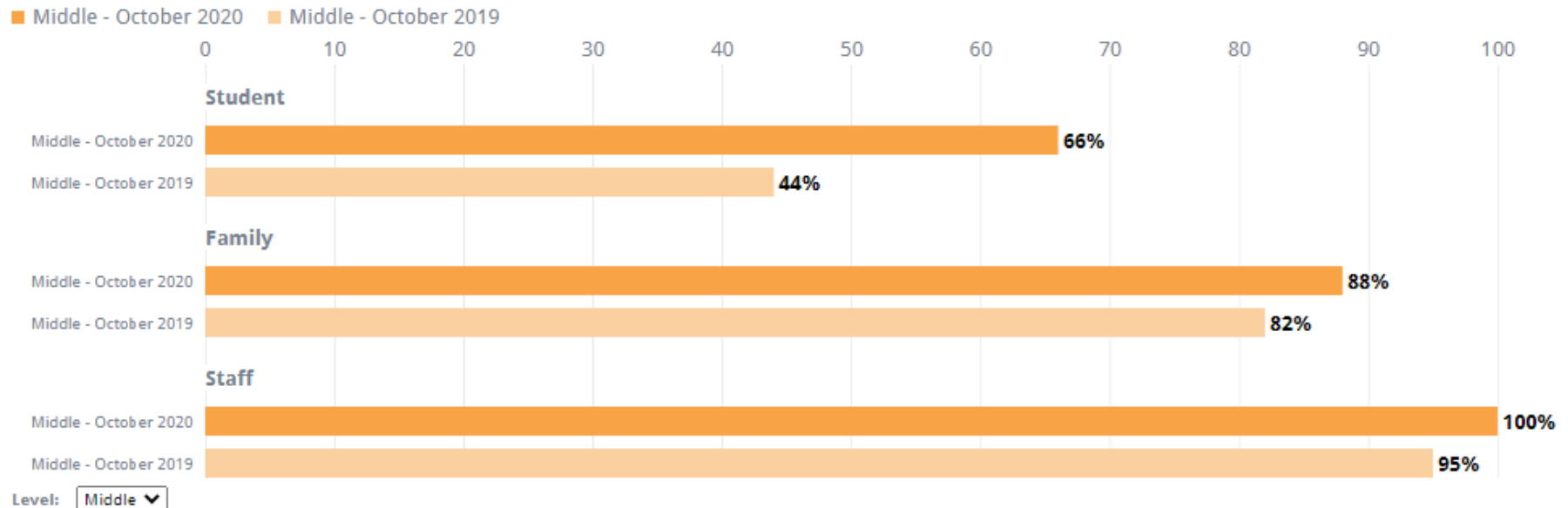


Level: Middle ▼

Relationships:

- **Student:** the degree to which students feel they receive support and personal attention from their teachers.
- **Family:** the degree to which families experience positive relationships in their school based on respect, care and approachability.
- **Staff:** the degree to which staff experience positive relationships in their school based on respect, care and approachability.

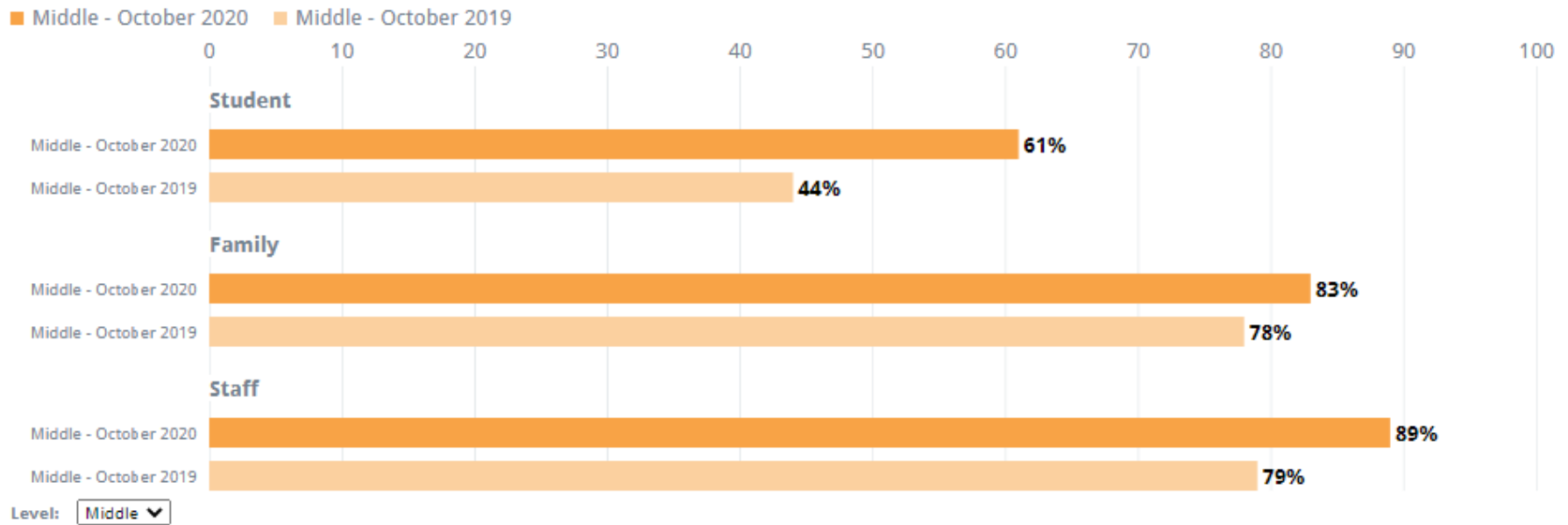
Percent Positives on Relationships



Culture:

- **Student:** the degree to which students believe that their school fosters a culture of respect and fairness.
- **Family:** the degree to which families believe their school fosters shared goals, respect, fairness, and diversity.
- **Staff:** the degree to which staff believe that their school fosters a culture of shared vision, respect, and effective communication.

Percent Positives on Culture



COVID-19 and Distance Learning

How much has the COVID-19 pandemic affected you?

Students:

How much has the COVID-19 pandemic affected you? - Overall

■ Not at all ■ A little bit ■ Somewhat ■ Moderately ■ Significantly

Your School - Oct 2020



Families:

Your School - Oct 2020



Staff:

Your School - Oct 2020



Affected 'Moderately' or 'Significantly' of students or families } 38%
 57%

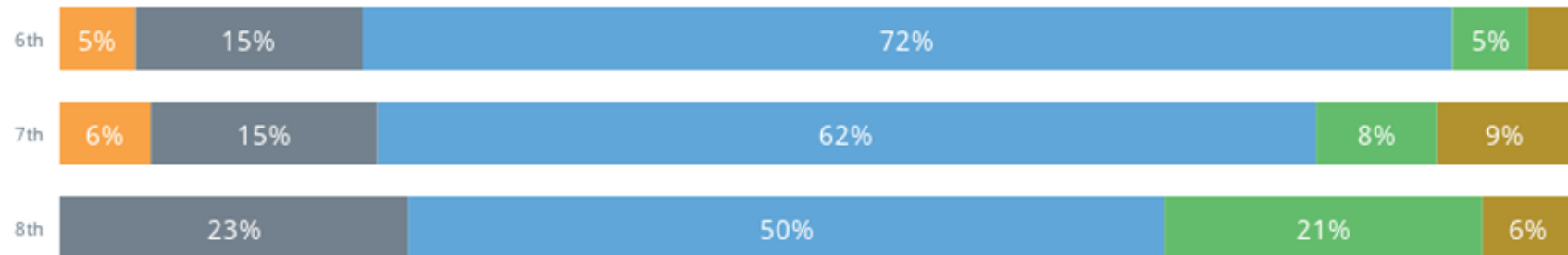
COVID-19 and Distance Learning

Schedule- Parent Perspective

While distance learning the amount of time my child spends online in live instruction with their teachers is...

While distance learning, the amount of time my child spends online in live instruction with their teacher(s) is... - Subgroup

■ Not enough time ■ Somewhat too little time ■ The right amount of time ■ Somewhat too much time ■ Too much time



Focus: COVID-19 and Distance Learning

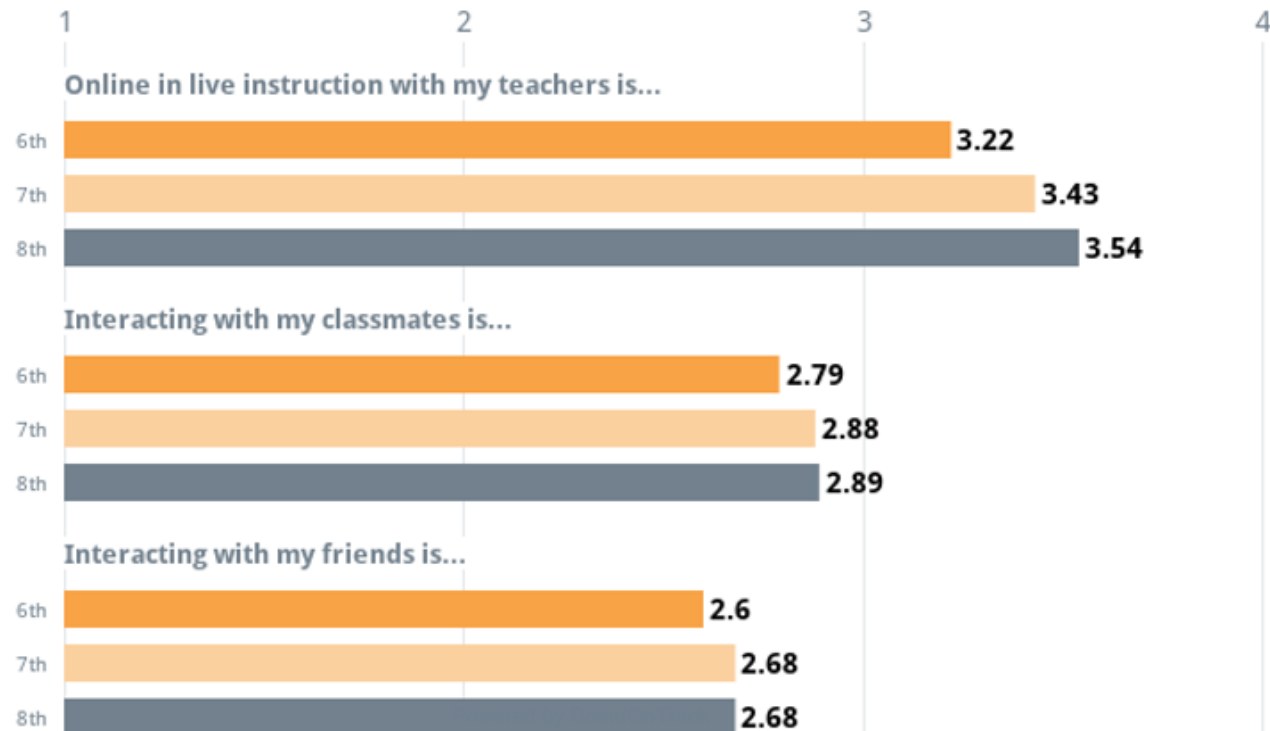
Schedule- Student Perspective

While distance learning, the amount of time I spend...

While distance learning, the amount of time I spend... - Subgroup

1 = Not enough time 3 = The right amount of time 5 = Too much time

6th 7th 8th



In Their Own Words: Students

Learning at Home- Likes (keep for next year)

"I like not having to wake up early." (6)

"30 or 20 or 10 min breaks" (7)

"I like that I get to stay home and have all my supplies here. I like being comfortable and have a place private to myself. I hope the way they teach stays the same." (8)

Learning at Home- Challenges

"I think it is harder to ask my teacher questions learning at home." (8)

"I don't find learning at home challenging but staying motivated is hard." (7)

"Lots of noise and too much screen staring. The school could maybe have more breaks." (6)

School Strengths

"One way that my school inspires me is by teaching other students and encouraging them. That inspires me to help out other students." (7)

"I feel like the students in this school and the staff treat each other with respect and they don't feel any thing bad against each other. I feel like we are all in the same community so we have to treat others with respect. We are friendly with one another." (8)

"If we do something wrong they don't get mad at you or if you get something wrong they would let you try again. If there is missing work they would not minus points instead they would give a second chance to finish! (6)

School Areas for Improvement

"In some classes, I am not learning as much as I want too, some classes I learn a lot of things, but in others, I already knew about." (8)

"I think the school can inspire me to do my best by putting stuff in the PBIS Rewards system for us to buy and actually use our BRICKS." (6)

"Sometimes I feel uncomfortable to share in front of students and if I don't share I lose participation points. Or sometimes they share my work without asking and I feel uncomfortable from that." (7)

In Their Own Words: Families and Staff

School Strengths: Families

“The afternoon school program is excellent, parents coffee meeting is a wonderful program a lot of ideas come from the parents and I see it in the ground, this show much the school care about our kids academic progress and how hard the school is working to make the parents part of the school. My son is happy so Do I, very proud of teachers and staff of DCA “

“Every staff that I saw is very nice. My son gets a lot of support from the teachers and other staffs. They are really helpful.”

School Strengths: Staff

“I feel like the work I do is contributing to something important. I like seeing the progress students are making and know that they are having a positive school environment.”

“Admins are always ready to listen to our thoughts and concerns.”

School Areas for Improvement: Staff

“I would like to have access to more quality PD. We have PD continuously, but not would be great to bring in exports from other organizations.”

“Our facilities are not going to be able to support a safe return to school environment for teachers, staff or students. [...] Many of our classrooms have centralized air and these classrooms don't have windows that we can open to increase ventilation.

School Areas for Improvement: Families

“Porque también debería de haber reuniones virtuales también para padres para que nos expliquen El Progreso de nuestros hijos y también cómo lidiar con el estrés. Horarios de clases y también programas de cursos de inglés para padres. Hay muchos padres cómo yo que no hablamos bien el idioma inglés .”

“Sometimes the teachers would be really confusing. And sometimes I can reach out to them. “

Coversheet

Approval of Extension of Impact Community and School Advisors Contract

Section: VIII. Business
Item: E. Approval of Extension of Impact Community and School Advisors Contract
Purpose: Vote
Submitted by:
Related Material: Impact Advisors Contract Extension-AMPS. Scope of Work SOW 2021 V2.docx

Impact Advisors

TERM AND TERMINATION

A. TERM – Project Timeline

- 1) The Project will be a continuum of the Impact Advisors and AMPS Agreement and following contract continuum will extend through July 31, 2021. (* *The Scope or Work deadlines reflect a calendar spilt in quarters of approximately 53 days each.*)
- 2) * Impact Advisors will also agree to facilitate an “AMPS Summit” track identified in the Scope of Work below if the Summit is held prior to August 30, 2021.
- 3) First payment of the contract will be due by **2/5/21** with the final payment due on 8/5/21
- 4) Additional times, services and separate fee structure outside of this agreement may be negotiated and reached upon mutual consent of both parties.

B. TERMINATION

- 1) Any unpaid bill will be due upon the effective day of cancellation.

C. PROJECT FEE

- 1) The fee for the Project as originally agreed upon is \$90,000.
- 2) The fee will be paid, subject to AMPS’ complete satisfaction with Consultant’s work, as follows:
- 3) Impact Advisors will invoice AMPS in arrears on a monthly basis in the amount of \$12,857.14. Final payment will be due by 8/5/2021
- 4) Any charges which become past due will be assessed finance charges of 1.5% per month (18% per annum) as well as all expenses, court costs, and reasonable attorney’s fees incident to collection. Impact Advisors reserves the right to terminate this agreement immediately should any charges become sixty (60) days or more past due.

Impact Community & School Advisors LLC

Representative Signature

AMPS

Representative Signature

SCOPE OF WORK

Introduction

The charter sector is known for its very busy, and at times frantic pace. It is a sector wrought with last minute and at times, disconnected requests from authorizing entities to internal unforeseen crisis. Impact Advisors, in the role of facilitator and coach (exception with the charter renewal project) will rely on communication, and time set with key organizational staff, and board members. The AMPS team shall do its best to respond in a timely fashion to any requests from consultants to execute against any agreed upon deadlines in order to ensure rapid progress and high-quality work product.

Scope of Work (SOW)

The following Scope of Work (SOW) reflects a broad overview of the work Impact Advisors together with the AMPS organization will address. The SOW is a reflection of various discussions and organizational assessments conducted through conversations, interviews, and surveys with key members of the AMPS organization including school directors, senior staff and governance board members. The task section states the work in a brief summarized manner. The guidelines box offers a brief narrative of the work to be undertaken. The Task Evidence will capture frameworks, tools, and other procedures developed through the process. The deadline reflects the estimated date for any deliverables for the remainder of the 2021 academic year. Each task will have its own detailed project management plan that will capture a bit more detail of the work, and deadlines. The table will be updated to reflect any changes in the details through the academic year.

Target 1. Instructional Projects:

The organization will reconnect and align the instructional objectives aligned through the pillars of the organizational philosophy. With items such as state aligned curriculum, data assessment portals, and a plans for data review- the AMPS organization will have a firm instructional plan as foundation for Educational objectives are to be widely recognized throughout the institution, are consistent with stated purposes, and are demonstrably achieved. The institution will regularly generates evaluate, and allow the assessment data process to drive the instructional need of students. This will be especially critical under the current COVID pandemic situation, distance learning mandates and a suspension of state assessment tests. AMPS schools will make data presentations about student achievement, including measures of retention and graduation, and evidence of student learning.

Tasks	Description	Evidence	Timeline
1 Data Inquiry process <ul style="list-style-type: none">Assessment windows	The goal for the data inquiry process was to first support the reconnection of AMPS data practices at all schools. By aligning the data platform and process under the	<ul style="list-style-type: none">Data CalendarNWEA assessment alignment	By Qtr. 1 end date

<ul style="list-style-type: none">Selection of state adopted and “verified” platform	umbrella of a standardized assessments and review process, the goal is to assure all schools are on the same platform	<ul style="list-style-type: none">(2) Targeted Data Trainings (school leaders)	
2 Curriculum Alignment <ul style="list-style-type: none">Review of curriculumAdoption frameworkCurriculum adoption processMeeting with school leaders regarding curriculums	The goal is to assure all core curriculum implemented are appropriate in content, standards of performance, rigor, and aligned to state standards. The consultant will work with key staff to assure core curriculums implemented conform within the pillars of the AMPS organization that calls for state aligned and SBE adopted programs. The process will address current curriculums, a needs assessment for added curriculums required, and the establishment of a curriculum adoption process. The institution’s academic programs recognized disciplinary or professional standards and are subject to peer review.	<ul style="list-style-type: none">List of core curriculumsNeeds assessmentReviews of current curriculum (EdReports)Curriculum adoption process framework/protocol	By Qtr. 3 End date
3. Distance learning- COVID-19 <ul style="list-style-type: none">Collection of current Adaptive curriculum implementedAssessment of Learning Management SystemDistance learning (instructional minutes, calendars, summer school, etc.)	As the COVID pandemic continues to wreak havoc on many sectors in society, schools, though they continue to receive funding, must continue to address areas such as distance learning, personalized learning and recovery of the “COVID 19 Slide”. A plan needs to be set and planned for the reopening of schools and aftermath of COVID closures.	<ul style="list-style-type: none">Central Data Platform reviewCollection of online curriculums being used at school sites (current)A review of targeted issues	By end of Qtr. 3
3. Summit Planning (Leader Track) <ul style="list-style-type: none">Identify key leader trainingsPrepare a facilitation map of trainingsIA Facilitation & evaluation	In this longer term project, IA will establish, and assist in planning a School Leader track for the annual Summit to address targeted management processes. The track will be facilitated by IA consultants who will target and train staff at school administrator level in key areas identified together with an AMPS senior level team.	<ul style="list-style-type: none">Course descriptions for leader trackFacilitation maps with contentattendees surveys	By end of Qtr. 4

Target 2. Developing and/or Developing Organizational Structures to Ensure Quality and Sustainability:

Historically, the AMPS organization has achieved its mission through adherence to the organizational pillars (Fundamentals) through the years. Starting with the core values and mission- the organization set operational parameters and pillars (The AMPS Fundamentals) which led to an operational framework to set a cohesive approach between the central (home) Office and the individual school sites. The standards capture instructional domains and overall organizational standards at the institutional and program level. The expectation was that through the alignment of core functions, the organization can set assurances to the varied stakeholders of an “AMPS style” of operational standards. Thorough times of business expansions, institutions must work to maintain a focus on binding consistent philosophies for the existing and expansion sites.

Tasks	Description	Evidence	Deadline

1. Evaluations: <ul style="list-style-type: none"> • facilitation(All levels) of standard • Review of key concepts • Review of existing processes • Rationale to measure timing and value of importance to the organization • A Timeline 	<p>IA will provide facilitation and survey of the need that has been identified by members of the board. IA will work together with key AMPS staff to start to draft philosophical approaches to evaluations. A focus of course should be on legal parameters though IA will not make any legal presentations or legal advice to this process. It is expected that AMPS will seek a member of the senior level team to discuss this section with counsel.</p>	<ul style="list-style-type: none"> • Collection of surveys of key staff and governance board 	By End of Qtr. 3
2. AMPS Fundamentals: <ul style="list-style-type: none"> • Review of strategic plans • Quality control and assurances: (Draft Templates audits, calendars) 	<p>One key missing piece in the overall organization, and one which in our assessment of the work during the Fall was the lack of operational understanding of the AMPS Fundamentals and how it addresses the work of the AMPS as a CMO to the school sites who in many respects, are a “franchise” style institution . The communities served by the AMPS organization and the varied stakeholders make a vested investment into the AMPS model and come to expect the operational pillars to be upheld at their respective school site. Through our conversations with staff and school leaders in the Fall of 2020, it was very clear that this alignment between CMO expectations and school expectations are a bit off. The institution’s fundamentals, foundations, core values and mission are the statements of purpose that are appropriate to define its essential values and character of the AMPS foundational philosophy. IA will use the AMPS Fundamentals to organize and structure the varied tasks that will be addressed in this SOW.IA proposes to continue to facilitate thought partnership for the organization to present re-roll out at Summit.</p>	<ul style="list-style-type: none"> • Check in mechanisms for Instructional Fundamentals 	By end of Qtr. 4
3. Charter Renewals <ul style="list-style-type: none"> • Oakland Charter High School (OUSD) • Richmond Charter Academy (WCCUSD) 	<p>Two (2) AMPS schools (Oakland Charter High & Richmond Charter Academy) will go through a charter renewal process. The current state of the external situations facing school choice makes this a very volatile process and one that requires a targeted project management process. In full transparency, the process will be cumbersome and have many associated tasks that only AMPS staff can address thus it will require a deep level of commitment from the school and cmo staff. IA will assist in the project management of key charter school elements, specifically Elements I-III in the petition process that deals with instructional programs topics, and outcome measurements for each school. To assure project delivery, it is incumbent on the organization (CMO and School levels) to communicate and respond in a prompt manner as the steps in the renewal process are cumbersome.</p>	<ul style="list-style-type: none"> • Charter Element redline (Elements I-III) • Project management scope • Varied Regular check in meetings • Element reviews 	By end of Qtr. 4
4. Charter Renewals <ul style="list-style-type: none"> • CMO Level 	<p>AMPS is best to prepare rationales at the CMO level as well. There should be the expectation that the authorizing entities will seek to address indicators of distress in areas such as: staff retention, financial planning and other such factors. IA will meet with members of the Sr. level team and start to identify key reporting points upon a review of existing data.</p>	<ul style="list-style-type: none"> • Draft of Management Team & Governance Elements in charter petition • Strategic analysis draft of key points for address at staff presentation 	By end of Qtr. 4

<p>5. Personnel Management Review process (<i>non-contractual or employment related items</i>)</p> <ul style="list-style-type: none"> • Direct report functions • Sr. Level management plan model • Resources are aligned with educational purposes and objectives. • The role of documentation at all levels 	<p>How do senior and school leaders of the organization deal with staff management issues? One of the largest risks identified in the AMPS organization is the need for Management concept and process at all levels. Typical of many school and no profit organizations, the AMPS leader teams, especially at school site levels, have experienced a knowledge gap with managing their personnel. This lack of address may continue to lead to continuous issues that can prove costly to AMPS that deal with consistency of standards, documentation process, delegation, and check in processes. IA will develop process, rationales and draft frameworks for management practices for the organization. AMPS will then be left to address the tools, either in the presented drafts, or one created by the AMPS team, to address this gap.</p>	<ul style="list-style-type: none"> • Management Plan Primer • Direct Report : Framework and process • Taking Stock Framework • FRISK documentation model 	<p>By end of Qtr. 2</p>
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Target 3. Organizational Structures (Additions/ Innovations):

As AMPS seeks to sustain its operations and support educational objectives through an appropriate and effective set of organizational and decision-making structures and undertakings that add structures to the CMO and school levels. These key tasks are crucial for the organizational sustainability and progression.

Tasks	Description	Task Evidence	Deadline
<p>6. Diversity, equity and Inclusion:</p> <ul style="list-style-type: none"> • Engage in formal review of demographics • A review of student body and staff demographic review • Draft plans to address needs identified through a data review 	<p>To assure consistency with its purposes and character, AMPS must demonstrate an appropriate response to the issue of increasing diversity in their schools at both staffing and student levels. Through a review of policies, demographic trends, and current demographics, the organization will address its educational programs, recruitment/hiring and student marketing practices at the CMO and school levels.</p>	<ul style="list-style-type: none"> • Review of staff diversity (school and CMO) • Student subgroup enrollment reports • Addressing trends and gaps in areas above 	<p>By end of Qtr. 3</p>
<p>7. AMPS Fundamentals (Innovations)</p> <ul style="list-style-type: none"> • Begin a “draft” of process for the innovation (pilots) held within the AMPS Fundamentals 	<p>One of the key concepts which began during the work with the Charter School Growth Fund strategic plan process was the concept of the relational philosophy between school sites and the central (Home) office. Through various sessions and concept drafts- AMPS identified the need to establish clear non-negotiable (tight) and key innovations (loose) that would be planned, evaluated, agreed upon, and funded for possible organization and site level innovations developed by teachers.</p>	<ul style="list-style-type: none"> • Innovation Framework • Tight vs loose reviews outline • Project evaluation tools 	<p>By end of Qtr. 3</p>
<p>8. Internal Advocacy : Family Organizing concepts</p> <ul style="list-style-type: none"> • Targeted Renewal advocacy • Expansion of the “Parent University” model • Communications concepts (Internal Stakeholder) • Reorganization of Student Council bylaws 	<p>AMPS began identifying structures needed for a family outreach and organizing model in 2019. The institution will need to be very strategic as it begins to engage with students, staff, and families. One of the key concepts that AMPS discussed was the need for student advocacy, especially at the high school level. The draft idea was to lead to the consideration of an addition of a “Student Member of the Board”. In the original concepts, IA will pick up where the work left off and revisit of the student council regulations and process that has become disjointed from the original standard. For the purposes of this work, IA will assist with key actions to</p>	<ul style="list-style-type: none"> • Concept Framework for family organizing at AMPS schools • A framework for inclusive family engagement • A revisit of the AMPS Student Council structure including Bylaws, and articles. 	<p>By end of Qtr. 2</p>

	begin to address the internal advocacy work working together with key AMPS staff that includes members’ of school leadership, community outreach, and Sr. level staff.		