

## Amethod Public Schools

## **Regular Meeting of the AMPS Board of Directors**

Published on May 12, 2023 at 11:41 AM PDT

#### **Date and Time**

Wednesday May 17, 2023 at 6:00 PM PDT

#### Location

1450 Marina Way South Richmond, CA 94804

The Board of Directors (Board) and employees of Amethod Public Schools will be holding this meeting in person at 1450 Marina Way South, Richmond, CA 94804.

Members of the public who wish to attend in person can join us at Richmond Charter Academy (RCA) at 1450 Marina Way South, Richmond, CA 94804. Or members of the public may meet via the Zoom meeting platform at: <a href="https://us02web.zoom.us/j/83187954557">https://us02web.zoom.us/j/83187954557</a>

We also offer two-way teleconference locations for the public to attend in our Oakland school sites:

Oakland Charter High School- 2433 Coolidge Ave, Oakland, CA 94601

Downtown Charter Academy- 2000 Dennison St, Oakland, CA 94606

Oakland Charter Academy- 4215 Foothill Blvd, Oakland, CA 94601

Participating by Telephone: 669-900-9128 Meeting ID: 831 8795 4557

**Public Comment:** Members of the public attending in person who wish to comment on an agenda item please fill out a speaker card and submit it to a staff member. The Board Chair will call on you to enter the Boardroom. Members of the public who are join in via teleconference, please use raise hand tool in the reactions tab located at the bottom of the zoom screen or press star (\*) nine if joining by telephone. 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 have been submitted to the School Board with the agenda relating to open session items may be reviewed by any interested persons on the Amethod Public School's website at <a href="www.amethodschools.org">www.amethodschools.org</a> following the posting of the agenda. Amethod reserves the right to show or distribute additional information and/or documents to the School Board at the meeting, and will make copies of such documents relating to open session items available to the public upon request.

**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) 965-4562. 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.	Ор	ening Items			6:00 PM
	A.	Call the Meeting to Order		Gilbert Lopez Jr.	5 m
	B.	Record Attendance		Sally Li	2 m
	C.	Announcements			2 m
	D.	Public Comments on Non-Agenda Items			15 m
		Members of the public may comment here on non- more schools operated by Amethod Public School		nat relate to one or	
II.	Clo	esed Session			6:24 PM
	A.	ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 Case)	Discuss		5 m
	В.	Chief Executive Officer Evaluation			15 m
III.	Co	nsent			6:44 PM

			Purpose	Presenter	Time
	A.	Approve Minutes	Approve Minutes		2 m
		Approve minutes for Regular Meeting of the AMPS 2023	S Board of Direct	tors on April 20,	
IV.	Bus	siness			6:46 PM
	A.	Local Control and Accountability Plan (LCAP) Public Hearing- Benito Juarez Elementary, Richmond Charter Academy, John Henry High School, Downtown Charter Academy, Oakland Charter Academy, and Oakland Charter High School.	Discuss	Site Director Team	35 m
	B.	Approval of Chief Executive Officer Spending Limit	Vote	Marie Arce	4 m
	C.	Approval of Safetight Security Intrusion Alarm and Security Cloud VMS Proposals	Vote	David Pearson & Neftlali Rosado	10 m
	D.	Approval of Special Education Contract MOU- Chloe Gia	Vote		4 m
	E.	Approval of National Teletherapy Master Contract 2023-2024	Vote		4 m
	F.	Approval of Revolution Foods Vended Meals Service Agreement Renewal 2023-2024	Vote	Maria Arechiga	4 m
V.	Dis	cussion			7:47 PM
	A.	Chief Executive Officer Report	Discuss	Evelia Villa	15 m
		Topics discussed during this report include Comm school enrollment, NASA: Downtown Charter Acad School Basketball Team.	•		
VI.	Clo	sing Items			8:02 PM
	A.	Adjourn Meeting	FYI	Gilbert Lopez Jr.	1 m

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# Coversheet

# **Approve Minutes**

Section: III. Consent

Item: A. Approve Minutes
Purpose: Approve Minutes

Submitted by: Related Material:

Minutes for Regular Meeting of the AMPS Board of Directors on April 20, 2023



## Amethod Public Schools

## **Minutes**

## Regular Meeting of the AMPS Board of Directors

#### **Date and Time**

Thursday April 20, 2023 at 6:00 PM

#### Location

1450 Marina Way South Richmond, CA 94804

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ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

#### **Directors Present**

A. Emmanuelli (remote), E. Gallegos, G. Lopez Jr., N. Driver

#### **Directors Absent**

E. Quiroz

#### **Guests Present**

E. Villa, S. Li

#### I. Opening Items

#### A. Call the Meeting to Order

G. Lopez Jr. called a meeting of the board of directors of Amethod Public Schools to order on Thursday Apr 20, 2023 at 6:12 PM.

#### **B.** Record Attendance

### C. Announcements

1 Public Announcement:

Board Member, Nick Driver says he and Mrs. Villa attended a conference in San Diego last week. The topic was about artificial intelligence and he is excited to see how this will impact education.

D.

### **Public Comments on Non-Agenda Items**

No public comments on non-agenda items.

#### **II. Closed Session**

#### A. Chief Executive Officer Evaluation

No reportable actions.

#### III. Consent

#### A. Approve Minutes

E. Gallegos made a motion to approve the minutes from Regular Meeting of the AMPS Board of Directors on 02-15-23.

N. Driver seconded the motion.

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

#### **Roll Call**

E. Quiroz AbsentG. Lopez Jr. AyeM. Obaid AbsentN. Driver AyeE. Gallegos Aye

A. Emmanuelli Aye

#### B. Approval of FY23 Independent Auditor Selection

Nick Driver asks if the auditor has asked Amethod Public Schools to change the schedules for when things are due.

Marie Arce answers no, but the auditor is asking for audit materials to be presented earlier as it takes much more time. The auditor has also increased their cost.

N. Driver made a motion to approve FY23 Independent Auditor Selection.

E. Gallegos seconded the motion.

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

#### **Roll Call**

N. Driver Aye
E. Gallegos Aye
A. Emmanuelli Aye
M. Obaid Absent
G. Lopez Jr. Aye
E. Quiroz Absent

### C. Approval of Board OnTrack Membership Renewal for 2023-2024

E. Gallegos made a motion to Approve Board OnTrack Membership Renewal for 2023-2024.

A. Emmanuelli seconded the motion.

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

#### **Roll Call**

G. Lopez Jr. Aye

E. Quiroz Absent

A. Emmanuelli Aye

E. Gallegos Aye

N. Driver Aye

### D. Approval of Drug Screening Policy

E. Gallegos made a motion to approve Drug Screening Policy.

N. Driver seconded the motion.

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

#### **Roll Call**

M. Obaid Absent

E. Quiroz Absent

N. Driver Aye

E. Gallegos Aye

A. Emmanuelli Aye

G. Lopez Jr. Aye

#### E. Approval of Fit for Duty Policy

N. Driver made a motion to approval of Fit for Duty Policy.

E. Gallegos seconded the motion.

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

#### **Roll Call**

A. Emmanuelli Aye

N. Driver Aye

E. Quiroz Absent

G. Lopez Jr. Aye

E. Gallegos Aye

#### **IV. Business**

### A. Approval to Remove Amethod Public Schools Board Member Mohamed Obaid

G. Lopez Jr. made a motion to Remove Amethod Public Schools Board Member Mohamed Obaid.

E. Gallegos seconded the motion.

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

#### Roll Call

E. Quiroz AbsentG. Lopez Jr. AyeE. Gallegos AyeN. Driver AyeA. Emmanuelli Aye

#### B. Approval of Second Interim Financial Budget Report for 2022-2023

Marie presents her slideshow of the comparison between the first interim and second interim. She says by looking at the expenses, Amethod Public Schools have increased their revenue and the projections are that all sites will be breaking even or increasing their fund balance. She mentions that all sites are trying to increase their fund reserves to save for times of uncertainty. Marie shows the fund balances and hold harmless for the second interim.

Nick states that Richmond Charter Academy and John Henry High School is quite low. He asks if these two schools are the ones below the 3% threshold.

Elisa asks how long will the funds continue for the schools and if this funding is a one time thing.

Marie says this is a one time fund.

Gilbert asks if there are any other reporting the Finance Team need from the school sites to make sure Amethod Public Schools is on track with funding.

Marie says no other reporting is needed from the sites but the Finance Team is tightening up on how the sites will spend their funds. Marie then shares declining enrollment.

Evelia asks if the schools are aware that low enrollment is affecting their funding. She says this is a one time fund and school sites' should not spend all their funds.

N. Driver made a motion to approve Second Interim Financial Budget Report for 2022-2023.

E. Gallegos seconded the motion.

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

#### **Roll Call**

E. Gallegos Aye
N. Driver Aye
G. Lopez Jr. Aye
E. Quiroz Absent
A. Emmanuelli Aye

C.

### Approval of Celebration Speech Group Master Contract 2022-2023 (revised)

E. Gallegos made a motion to approve Celebration Speech Group Master Contract 2022-2023 (revised).

N. Driver seconded the motion.

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

#### **Roll Call**

N. Driver Aye

A. Emmanuelli Aye

E. Quiroz Absent

G. Lopez Jr. Aye

E. Gallegos Aye

### D. Approval to Pay E-Rate Funds to AT&T

E. Gallegos made a motion to approve Pay E-Rate Funds to AT&T.

A. Emmanuelli seconded the motion.

Dennis presents e-rate grant money that ATT provided. He is asking for approval to apply the lump sum of the e-rate money to ATT account.

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

#### **Roll Call**

E. Quiroz Absent

N. Driver Aye

G. Lopez Jr. Aye

A. Emmanuelli Aye

E. Gallegos Aye

Evelia Villa introduces Chloe Gia who has stepped up to the role since the departure of the previous Director of Special Education.

Chloe Gia explains the increase cost amount of the master contract is to cover extra services for all students.

#### V. Discussion

### A. Special Education Update (SPED)

Chloe Gia shares an update on submissions of CDE files. Files were accepted by CDE and no further action is required. She also shares a general update on the special education department at 6 schools.

Nick Driver asks if we have had about the same number of 10% IEP students in the past few year.

Chloe says IEP changes depending on the school. Some schools are up and others are down on IEP.

### B. California Charter School Association Research Project; John Henry High School

Evelia Villa introduces Jonathan from CCSA whom is doing a research on John Henry High School.

Jonathan explains his research is still a work in progress for John Henry High School. This year CCSA research is focused on John Henry High Schools' data. CCSA wants to research schools that have a large demographic of students who are underserved like John Henry High School. He has interviewed Ms. Roberson and others from the school to collect more documentation of data processes that the school is using. His findings were schools are emphasizing on culture, achievements, and student driven goal setting. His expected publication of the research is this summer.

Gilbert asks if there will be recommendations for the research.

Elisa asks what CCSA stands for.

Jonathan says it stands for California Charter School Association. They are the largest organization to represent Charter Schools in the state level.

### C. Chief Academic Officer Instructional Update- Richmond Charter Academy (RCA)

Michael Bradley shares his presentation. He says there has been a leadership change in March 10th, 2023. Testing is currently underway and no data is available yet as testing is still in progress. He shares a snapshot that Richmond Charter Academy is in the 20th percentile. He shares changes in leadership, responsibilities, improving school culture, RCA had over \$50,000 in damages prior, and what the leaders are doing to change school climate.

Evelia asks if data will be available after SBAC or before SBAC.

Michael says after SBAC to ensure every student has tested.

Gilbert asks when PD is happening.

Michael says PD is every Friday where the team collaborates and works together.

Elisa asks for more clarification about the 4 pillars.

Michael explains the culture is lack of leadership, change in leadership, covid, etc. Teachers have expressed concerns about what teachers need to do and what admins were doing when it came to intervention.

Elisa asks about change in uniforms.

Michael says in the past students slowly stopped wearing uniforms because the school was relaxed about the uniform policy. The staff has set expectations to hold the line and ensuring all students abide by the policy.

Evelia asks if the 4 pillars are held accountable at all 6 schools. She asks how do others schools hold themselves from becoming like another Richmond Charter Academy.

Michael says schools need to ask themselves "what is an AMPS school" and how can they ensure they stay align to AMPS values.

Gilbert says Richmond Charter Academy is here today because there were a lot of concerns about the school, test scores, and academics 2-3 months prior. He asks if wellness is available at the other 5 school sites.

Nick Driver asks if RCA has small group tutoring like the other school sites.

Michael says they are holding small group tutoring after school, training of NWEA knowledge with staff, and small groups in class. He says RCA is setting incremental goals for students and rewarding them if they make progress.

Elisa asks if Michael can bring in somebody to talk about trauma enforced care for the teachers during PD meetings.

Evelia mentions that while she was writing the grant, she is hoping that if the grant gets approved, AMPS can provide more wrap around services to the schools.

#### D. Chief Executive Officer Report

Evelia shares her presentation. She talks about enrollment, ADA, and P2. The sites are working on increasing their enrollment. She is concerned about Oakland Charter Academy who is on their 3rd year of low enrollment and are looking at collapsing 2 classes.

Maria says schools are currently actively doing enrollment and applications. Once enrollment closes and if there are no increases in enrollment, some schools will need to collapse classes.

Kindergarten teacher Ms. Wing shares her improved test scores. She shares the story of her student who did not speak English prior is now speaking English. Many students are performing above the national average.

Elisa congratulates Ms. Wing on her accomplishments.

Evelia continues her CEO report. She talks about recruitment teacher fairs, enrollment concerns, searching for a chief operating officer, Oakland Charter High School Unidos Clorox Grant, mountain bike team update, Downtown Charter Academy NASA visit, Spring site visits, and graduations.

#### VI. Closing Items

#### A. Adjourn Meeting

Gilbert says he attended a meeting a few weeks ago to listen about the number of complaints on John Henry High School whom Hector Garcia, a parent was the organizer. He encourages that we use the processes available to file a formal complaint. He does not feel that the meeting was organized in an open way and would like to attend more in the future to hear about the families concerns.

Nick proposes that in the next meeting, the board should raise the threshold amount for the CEO's approval.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:17 PM.

Respectfully Submitted, G. Lopez Jr.

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## Coversheet

Local Control and Accountability Plan (LCAP) Public Hearing-Benito Juarez Elementary, Richmond Charter Academy, John Henry High School, Downtown Charter Academy, Oakland Charter Academy, and Oakland Charter High School.

Section: IV. Business

**Item:** A. Local Control and Accountability Plan (LCAP) Public Hearing- Benito Juarez Elementary, Richmond Charter Academy, John Henry High School, Downtown Charter Academy, Oakland Charter Academy, and Oakland Charter High School.

Purpose: Discuss

Submitted by:

**Related Material:** 5\_17-LCAP Board Briefing Sheet .pdf

BJE LCAP 2022 v1 (3).docx DCA\_LCAP\_2023-24 v4 (3).docx 23-24 DCA- Lcap Action Tables.xlsx

JHHS LCAP (1).docx

OCA LCAP 2023-2024 v1.docx OCA- Lcap Action Tables 22-23.xlsx OCA- Lcap Action Tables 2023-2024.xlsx

OCHS LCAP 2023 Draft (1).docx

RCA 2023 LCAP.docx

RCA Lcap Action Tables 22-23.xlsx RCA Lcap Action Tables 23-24.xlsx

AMPS HONOR HARD WORK	Amethod Public Schools Board Item Overview Date: 5/17/23
Subject:	Draft LCAP (RCA, DCA, BJE, OCHS, OCA, JHHS)
Action:  Information:  Committee:	The LCAP is presented as a draft document for public review and comment. Will not be finalized or stamped untiL June Board Meeting.
Recommendations:	
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:	
SUMMARY OF KEYS ISSUES:	Attached in the Board documents are the Draft LCAP and Action Tables. This is not a renewal year so the goals and actions are a carry-over from last year. This LCAP closes in 2023-2024, next year will be a planning year for the upcoming LCAP Year.
FISCAL ANALYSIS:	
Attachment(s):	Draft LCAPs are pending finalization at the June Meeting.  The Local Control Accountability Plan (LCAP) is a tool for local educational agencies to set goals, plan actions, and leverage resources to meet those goals to improve student outcomes. Action Tables:  LCAP Action Tables:  The Lcap action tables are a captive spreadsheet that allows LEA's to break down and track spending on action steps, which are tied to LCAP Goals.  LCAP Informational:
	https://drive.google.com/file/d/1LyfgnQFODgGK9LKgUYb-Rpu4DhJixZZS/view ?usp=share link

# **Local Control and Accountability Plan**

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

Local Educational Agency (LEA) Name		Email and Phone
Richmond Charter Elementary- Benito Juarez Elementary	Rashad Norman, Site Director	wnorman@amethodschools.org (510) 215-7009

# **Plan Summary [2023-2024]**

## **General Information**

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

At AMPS Benito Juarez Elementary (BJE), we are committed to our students' academic success and developing a strong community of learners. Established in 2014, BJE is located in the beautiful Marina Bay area of Richmond, CA and is a part of Amethod Public Schools (AMPS). 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.

BJE takes the name of the hero and first president of Mexico Benito Juarez, (AMPS) continued the focus on building community pride in the City of Richmond. BJE has quickly become a high-performing community school and was highlighted by the State of California as a school that performed better than most Bay Area elementary schools in the new common core state aligned exams (CAASPP) in 2015.

Here at BJE, we serve 500 K-5th grade students. 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.

At AMPS Benito Juarez Elementary, we serve around 90% Hispanic or Latino, nearly 3% Asian and 3.5% African American students. Close to 86% of our students are considered socioeconomically disadvantaged, roughly 7% are students with disabilities, and over 35% of students are multi-language learners. We are committed to our students' academic success and developing a strong community of learners.

It is our mission to ensure that each child exceeds state standards. Through our interactive and rigorous curriculum, we instill a love of learning that carries our kids throughout their life and helps them become socially and emotionally well-rounded. We believe through hard work; students can achieve any goal they set for themselves.

Benito Juarez Elementary 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. BJE 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. Our Multi-Tiered System of Supports (MTSS) ensures that students are met at their current level and provides the personalized support they need to support them to succeed and achieve excellence. We have a network of para-professional educators and tutors who offer individualized support and keep in touch with families weekly to provide regular support, encouragement, and feedback. Through our MTSS program we monitor and mediate student growth and progress. Grade level meetings are held each month to share best practices, discuss possible intervention methods, and create action plans for teachers and students. The school will meet its mission by working in collaboration with all stakeholders. Families/stakeholders are an integral part of our school and throughout the year we invite them to events including school carnivals, book fairs, food drives, festivals, sports events, student conferences, volunteer days and more!

We use research-based teaching methodologies 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, and cooperation. At BJE, 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 environment is provided for all students.

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. We also offer daily after-school activities including sports, art, music, and our homework club!

#### Core Values

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

## **Reflections: Successes**

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

BJE continues to reflect on the successes and the learning gap and placed additional priorities within the social emotional learning, literacy and math instruction, and small group and individual learning sessions to meet student needs. We continued to monitor our attendance intervention program to support our students and families that suffered from chronic absenteeism and other barriers that would increase student interest. Student engagement, teaching and learning, SEL and EL professional development provide tools to staff and teachers to ensure student needs are being met daily.

Moreover, BJE has maintained a positive incline with student attendance and reduction in suspensions for the 2022-2023 academic school year. Our master schedule includes additional academic and social emotional support during the school day. To support our English Language learners, campus-wide (integrated) instruction within all grades. Student survey and grade data continue to show that our EL students have advanced in their acquisition of skills and language structures that allow them to experience success in classes.

BJE teachers and staff engaged in highly relevant weekly professional development in which they examined problems of practice and worked with each other and outside experts to resolve issues as they arose. Continuous adult learning and building connections are essential in ensuring that our teachers and staff develop the capacity for and competency in the delivery of instruction.

During the 2021-2022 school year, Benito Juarez Elementary School welcomed back our students on campus after 18 months of online learning. During the summer of 2021 we reflected on what was needed for students and teachers to feel safe and prepared for in-person learning. What resulted was that we developed three areas of focus for the year—supporting student safety, both physically and socio emotionally, supporting teachers with tools to engage students in the classroom, and outreach to parents to keep them informed and involved in the school year when it comes to their students and our school community. Local data in March of 2020 showed that 73.4% of families indicated a need for more support for more intervention/support due to learning loss in March 2020. As a result, a Student Attendance Review Team was initiated this school year with specific student plans for targeting and eliminating barriers that disrupt learning. Through our newly implemented SART process we were able to reduce COVID disengagement by 42%, with these new support systems in place we can continue monitoring student engagement and success in learning and growth.

## **Reflections: Identified Need**

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

The greatest area of need is acceleration of learning due to the massive learning loss caused by COVID-19. According to local NWEA data administered in the winter of 2020 students had an average score of 189 to 203 RIT Scores in both Math and ELA. In the return to school, students averaged RIT scores between 148-218, and 146-217 in Math and ELA respectfully. Therefore, some of the learning lost that

occurred during virtual learning was regained. Nevertheless, more time in learning is required for students and staff along with Mental Health and Multi-tiered systems of support.

# **LCAP Highlights**

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

Our new 2021-2024 LCAP is organized into 4 goals:

- Goal 1: College and Career Readiness for All: Provide an academically rigorous, common core aligned college preparatory program with academic support and interventions for students' academic development.
- Goal 2: Positive School Climate and Student Engagement: Create a safe, inclusive, and welcoming school climate where students and staff are engaged and fully invested in students' academic, health and socio-emotional learning.
- Goal 3: Parent Support and Engagement: Create an engaged parent, student, staff and overall community population that is fully invested in and actively connected to the school community and academic program.
- Goal 4: Increased student access to technology: Provide access to relevant technologies to all students while educating students in Digital Citizenship, Research, and Information Fluency to equip them with skills for the 21st century.

The highlights of the LCAP include continuing the use of NWEA and other assessments to focus on the specific skills and content still need to meet the standards for their grade level, purchasing curriculum that aligns to standards like Common Core in Math and NGSS in Science, implementation of a socio-emotional program to support mental health and wellness. Additionally, we invest in teacher support by continuing to provide Professional Development and coaching for high quality intervention and acceleration of student learning to help staff transition in post pandemic education. BJE also increases opportunities for parent engagement with more community events and parent workshops. Families have also faced job loss and trauma which impacts student learning requiring a great deal of support and reengagement for our families via culture building activities and education.

# **Comprehensive Support and Improvement**

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

## Schools Identified

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

N/A --- Not on CSI

## Support for Identified Schools

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

N/A --- Not on CSI

## Monitoring and Evaluating Effectiveness

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

N/A --- Not on CSI

# **Engaging Educational Partners**

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

Stakeholder engagement is a vital component of our plans. We are fortunate to have an engaged community that precedes the COVID Pandemic. We have hosted ZOOM meetings with families and they have provided questions, feedback and input since our transition to Distance Learning in March 2020. In order to inform this plan, we have used the input to design learning that will address learning loss and accelerate learning progress for pupils as we start the 2021-2022 school year. The efforts to solicit stakeholder feedback to provide feedback and information to the district began in the summer and have continued throughout the development process. Engaging in outreach and surveying stakeholders has provided and continues to provide staff valuable input to inform the district's planning in Academics, Attendance & Engagement, Culture & Climate, Nutrition Services, and Public Health.

The organization held multiple meetings via ZOOM starting as far back as April 2020. A corresponding survey was also administered to students to seek their feedback on the distance learning experience. Since June and in early July, Home office and Site Directors held multiple information sessions with key stakeholder groups to seek additional feedback regarding distance learning for the 2021-2022 school year. These sessions included brief overviews of the district's vision for reopening schools, guiding principles informing planning, and distance learning framework. Dedicated sessions were held in each of the regions and counties where AMPS has school locations. The district has an over- whelming number of families that are first and second generation immigrants from a wide variety of countries. There are many obstacles that have been exposed in the rush to digital learning. Those include lack of internet, a lack of connectivity to wireless capabilities. Language barriers and flat out time due to the societal effects of the pandemic, so we had to rely on the cultural competency of the AMPS organization to set up alternatives to the internet through usage of our phone and text system. We also posted COVID resources and plans on our website and solicited feedback through use of our social media as well. Materials were translated into multiple languages to reach stakeholders that speak languages other than English. Additional input received during Fall 2020 advisory meetings/public hearing supported final refinement of the plan leading toward the Board approval date in June 2021.

A local governing board/body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body consistent with the flexibility afforded by Executive Order N-29-20 (https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf), published on March 18, 2020. Meetings with stakeholders have been held via Zoom, enabling remote participation by members

and, where applicable, members of the public. The zoom meetings always have a phone line listed for those individuals who may not have access through computer technology. Plans for providing remote participation options for the public hearing are in progress and will be detailed when finalized.

## A summary of the feedback provided by specific educational partners.

As noted above, the parent/caregiver survey and the student survey revealed a significant level of concern with over 50% of families concerned with the learning loss and the need for tutoring, small group learning and one on one support. 99% of families reporting indicated that connectivity was not an issue. Comments left by parents indicated a concern for the social and emotional support of their children as well as a need to support the family with help they would need as they learn to tutor and teach their own children during the COVID time. The above findings reinforce the importance of the requirements set forth by Senate Bill 98 for distance learning implementation in the fall. The survey input also speaks to a need for specific strategies that can increase student and family sense of connectedness/belonging including the facilitation of student connections to peers and staff. Parents/caregivers also indicated a clear priority for additional resources to support technology use and student learning.

The ZOOM sessions conducted by school leaders with parent/guardian groups provided a rich source of feedback on the overall distance learn- ing experience, specifically in the form of recommendations for improving in the 2021-2022 school year. Key themes that emerged across the various sessions included:

- Parents/Guardians need a clear understanding of what they should expect from Distance learning.
- Guidance/support for how they can support their students through the required minutes.
- Wellbeing and social emotional resources links in the community are also important.
- The need to focus on our most vulnerable students in our planning and implementation.
- Relationship building and mental health need to be prioritized alongside physical health/safety.
- Access to counselors is important.

Sessions with staff pointed out:

- Learning online can be difficult for some students due to specific learning needs, a difficult home environment, or other factors. Student specific supports are needed.
- No one should work in silos. The attitude of every staff member needs to be one of each person working with each child. NOT as 'somebody else's problem.' This is an opportunity to do things differently/disrupt the status quo.
- to better serve all students.
- School culture is important and needs to be maintained. We need to find ways to facilitate social interaction online.

- Student engagement is essential.
- Relationships with adults and kids are a key piece that cannot be provided for the same at home as at school.
- Mental health, emotional support, and social wellbeing all need to be priorities.
- Consistency in education is needed routine virtual experiences.
- Accountability needs to be called out in our planning.

Input from specific parent/guardian groups that reflects the feedback provided during listening sessions and August meetings is summarized by group below:

- Multi-tiered support needs to continue, not stop, during distance learning.
- Survey data indicates that students need a quiet place to study and a quiet place to reduce anxiety.
- Survey data indicates, over 30% of families indicate that their stress level has gone up since Covid-19, we need to offer family support and mental wellness.
- Counseling data indicates over 80% of students feel more stress, we need to increase SEL services and support/mental wellness.
- Teachers share that their levels of stress have increased, we need more mental health support.
- Parents indicate the need for more tutoring and support services for their students and themselves.
- We need to have a choice of whether to attend in-person instruction and thoughtful planning for how to serve the most vulnerable students and focus on their needs.
- Teachers need to be available for parents and students.
- have office hours where they can be contacted.
- Teachers need more professional development in distance learning to support subgroups and ALL students.
- Teachers need more planning time to share and develop virtual lessons.

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

The specific stakeholder input received throughout the summer months has significantly influenced the district's LCAP both through the impacts on development of the district's Taskforce and through direct feedback on the plan itself. Key takeaways from the family and student surveys administered in the spring included the need to provide (a) daily, live, synchronous instruction, (b) in- creased connection to staff and peers and sense of belonging at school, and (c) more resources for parents to support their students learning and use of technology.

Development of clear expectations for daily, live instruction for all students every day. This includes the minimum number of minutes for both synchronous and asynchronous instruction for a total minimum number of instructional minutes per day. The district has also included as part of the plan the expectation that lessons will be recorded to provide students the option of participating in recorded instruction later. This is seen as a critical support for students who may have different learning needs and benefit from rewatching instruction as well as a support for those students who may not be able to attend specific lessons.

Development of Social Emotional Learning (SEL) lessons focused on universal themes that support connecting, belonging, and other aspects of social and emotional well-being. These lessons support the implementation of school wide practices as well as the daily integration of Social Emotional Learning into academic instruction. The district has also prioritized the expansion of its definition of engagement to encompass Emotional Engagement in addition to Behavioral and Cognitive Engagement.

Regular surveys will be used by teachers and schools to monitor emotional engagement. To support parents and caregivers in sup- porting their own students 'learning, the distance learning plan includes specific expectations for weekly communication from teachers to stu- dents and families. Weekly communications will include the week's learning intentions, schedule of zoom times for synchronous instruction, content to be taught, criteria by which student success will be measured, and a description of assignments with related rubrics and due dates. This communication is intended to provide parents some of the key information and tools they need to support students in meeting goals. Teachers are also expected to be available to students and family members outside of instructional time. This includes maintaining open communication channels and identifying the times at which support is available.

## **Goals and Actions**

## Goal #1

Goal #	Description
	College and Career Readiness for All: Provide an academically rigorous, common core aligned college preparatory program with academic support and interventions for students' academic development.

### An explanation of why the LEA has developed this goal.

77% of our students come from socio-economically disadvantaged homes and were already facing poverty, with COVID-19 we found that many of our families were essential workers facing additional impact and aftereffects. In an early survey 90% of families requested services for intervention and acceleration for students due to the impact of the March closures.

According to local NWEA data administered in the winter of 2020 students had an average score of 189 to 203 RIT Scores in both math and ELA, an indication of the impact of the National Pandemic. Therefore, there has been an urgent need for more education and increased education surrounding college preparation, acceleration and intervention programs providing more time in learning for students and staff.

In the 2019 Dashboard our Special Education Population was 6% below their target of growth, while 50% of ELs indicated a need for progress. Less than 10% of Special education, Homeless, Foster Youth and English Learner Groups attended Cohorts throughout the pandemic.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Instructional staff retention from previous school year	62% of teachers retained from 19-20 to 20-21	63% of teachers retained from 20-21 to 21-22	60% of teachers retained from 21-22 to 22-23	2023-2024 TBD Fall 2023	At least 80% retention from the previous year
Quantity and retention of paraprofessionals	Paraprofessionals, 100% retention from previous years	Paraprofessionals, 100% retention from previous year	Paraprofessionals, 100% retention from previous year	2023-2024 TBD Fall 2023	At least 75% retention from the previous year

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CCSS Aligned Instructional Materials	2020-2021: 100% of applicable courses with CCSS/ NGSS aligned Instructional Materials were published within the past 10 years	2021-2022: 100% of applicable courses with CCSS/ NGSS aligned Instructional Materials were published within the past 10 years	2022-2023: 100% of applicable courses with CCSS/ NGSS aligned Instructional Materials were published within the past 10 years	2023–2024 TBD Summer 2024	100% of applicable courses with CCSS/ NGSS aligned Instructional Materials published within the past 10 years
SBAC Math (3-8)	2019-2020	2020-2021	2021-2022	2022-2023	40% or more proficient
Meeting or Exceeding the State Standard	Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard	Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021	15% Meeting or Exceeding the State Standard	TBD Summer 2023	
SBAC ELA (3-8)	2019-2020	2020-2021	2021-2022	2022-2023	60% or more proficient
Meeting or Exceeding the State Standard	Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard	Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021	28% Meeting or Exceeding the State Standard	TBD Summer 2023	
Percent of students maintaining proficiency or moving up at least 1 quintile, as measured through NWEA's MAP Reading	2020-2021 Reading: 20%	2021-2022 Reading: 20%	2022-2023 Reading: TBD Summer 2023	2023–2024 TBD Summer 2024	At least 70% for each subject

Percent of students maintaining proficiency or moving up at least 1 quintile, as measured through NWEA's MAP Math	2020-2021 Reading: 17%	2021-2022 Reading: 13%	2022-2023 Reading: TBD Summer 2023	2023–2024 TBD Summer 2024	At least 50% for each subject
Percent of EL students making progress toward proficiency as measured by the CA School Dashboard	2019-2020  Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 Dashboard	2020-2021 There is no data available for this report per 2022 CA School Dashboard	2021-2022  46.3% (High ranking) of English Learners making progress toward English proficiency as reported on the 2022 CA School Dashboard	2022-2023 TBD Summer 2023	Increase to 60% (Very High Ranking) of English Learners making progress toward English proficiency as measured by the CA School Dashboard
Percent of EL students reclassifying each year	2020-2021 Reclassification Rate: -10%	2021-2022 Reclassification Rate: N/A	2022-2023 Reclassification Rate: TBD Fall 2024	2023–2024 TBD Summer 2025	At least 25% reclassification rate
Participation rate of teachers and paraprofessionals in professional development workshops, teaching domain walkthroughs, and Professional Growth Plans (PGPs)	2020-2021 80%	2021-2022	2022-2023 TBD Summer 2023	2023–2024 TBD Summer 2024	100% proficient

Teachers and	2020-2021	2021-2022	2022-2023	2023–2024	3.5% proficient
paraprofessionals reporting favorable site level support as measured by end of year survey based on a 1 - 4 scale.	2.8% Teachers and paraprofessionals reporting favorable site level support as measured by end of year survey based on a 1 - 4 scale	3.0% Teachers and paraprofessionals reporting favorable site level support as measured by end of year survey based on a 1 - 4 scale	TBD Summer 2023	TBD Summer 2024	

# **Actions**

Action #	Title	Description	Total Funds	Contributing
1	Staff Development & Support	<ul> <li>All staff will have professional growth and development plans, monthly observations and coaching, and a review of weekly lesson plans.</li> <li>All staff teaching core subjects will participate in professional development aligned to CCSS and/or NGSS at least three times during the school year.</li> <li>Provide professional development strategies to support the academic success and social, emotional health of all students.</li> <li>Support supplemental resources for targeted goal monitoring of ELLs and SED students.</li> <li>Provide professional development and support for the use of the interim/SBAC/CAASPP/NWEA assessments.</li> <li>Support supplemental resources such as, but not limited to digital/technological materials/resources to support the academic needs of our students.</li> </ul>	\$50000.00	Y

Action #	Title	Description	Total Funds	Contributing
2	Teammate Retention	<ul> <li>Partner with Recruitment Team to hire and retain highly qualified credentialed teachers and paraprofessionals and further develop retention efforts.</li> <li>Talent Manager will execute and participate in teacher recruitment fairs in and around the Bay Area, California, and the West Coast</li> <li>Qualifying teachers will be supported through Induction in order to clear their credentials.</li> <li>Continued development and implementation of AMPS Career Path process for staff advancement</li> </ul>		N
3	Coaching & Support	<ul> <li>Provide high quality coaching and support via coaches (CPT/Consultants) utilizing professional growth plans, weekly observations, lesson plans, feedback, and film sessions. Coaching will focus on support for ELLs and SED students.</li> </ul>	\$20000.00	Y
4	Intervention & Acceleration	<ul> <li>Continued identification, analysis and prioritization of instructional interventions and acceleration primarily directed to English Learners for reclassification and support, SPED/T1 and T2 students based on multiple sources of academic assessment data.</li> <li>Continued implementation of ELD program by a credentialed teacher for students for English Learners in a designated and integrated model.</li> <li>Continue use of Actively Learn to differentiate instruction and monitor and support students below grade level.</li> <li>Additional paraprofessional staff hired and trained for ELA and Math classrooms, offering support during the regular school schedule and in the after school.</li> </ul>	\$10000.00	Y

Action #	Title	Description	Total Funds	Contributing
		<ul> <li>Provide high quality assessment/supplemental programs and curriculum for varied students based on academic/assessment data during and through intercessions and after school programs.</li> </ul>	\$10000.00	Y
5	Assessments & Programs	<ul> <li>Analyze this data through the lens of ELLs, SED, and homeless subgroups if necessary.</li> <li>All Curriculum will be CCSS and NGSS aligned. aligned (FOSS/Springboard/Illustrative Math)</li> </ul>		
6	Library	<ul> <li>Purchase and develop school library according to model library standards as well as classroom leveled readers for all students including our marginalized subgroups who may be below reading level.</li> </ul>	\$5500.00	Y

# Goal #1 Analysis for 2022-23

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

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

Overall, the actual implementation of the actions within Goal 1 closely matched the plan. Intensive professional development was utilized by faculty and staff for curriculum design, data analysis, student and parent engagement and technology resources. As a result, teachers use assessment data within the framework of the professional learning communities to drive their instruction and interventions. Campus administration is responsible for ensuring implementation goals are met based on performance reports.

Targeted intervention has been occurring through small group and individual instruction based on performance indicators and ability within class lessons and activities. The afterschool/enrichment program focuses on student's comprehension in Reading, Mathematics and Science standards. Workshops have been organized to support staff with learning action plans for students and parents.

The school continues to focus on improving SBAC results as professional development is consistently provided in differentiated instruction and student academic progress. Formative/summative assessments drive instructional planning necessary to increase student achievement and performance. Common Core State Standards are used for developing pacing guides for core content departments along with EL Core Standards. This allowed teachers to provide daily feedback to students and communicating results to parents/guardians.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for Benito Juarez Elementary School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

Professional Development is focused on academic rigor and the use of supplemental materials and programs to support Common Core implementation. Academic rigor not limited to, standards aligned lessons and assessments, differentiated instruction, DOK levels, and mastery of academic vocabulary and closely aligned with Advance placement professional development and classroom standards. The overall effectiveness of these actions/services will increase instructional time, streamline lesson planning, and support campus data driven collaborations. Contra Costa SELPA providers ensure compliance in holding all IEPs on time and hold teachers accountable for submitting present levels data for each IEP, SST/MTSS, or Section 504 Plan meeting. Throughout the SST/MTSS, Intervention plan, progress monitoring and special education referral process allows information to be shared and stored more efficiently. District staff works with staff assisting in modifying lessons for special education students and proceed with teaching and the curriculum accordingly.

## Goal #2

Goal #	Description
	Positive School Climate and Student Engagement: Create a safe, inclusive, and welcoming school climate where students and staff are engaged and fully invested in students' academic, health and socio-emotional learning.

### An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 3, 5, and 6.

Students returning from a year of distance learning are in need of a safe and supportive environment now more than ever. We want to help students to reacclimate to the high expectations and college mindset of our campus. It is important that our teachers are prepared to attend to our students' socioemotional needs in addition to their academic needs.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rate as a percentage	2019-2020 85% attendance rate as measured by annual report	2020-2021attendance rate as measured by annual report	2021-2022 87.17% attendance rate as measured by annual report	2022-2023 TBD Summer 2023	96% attendance rate as measured by annual report
Suspension rate as a percentage by subgroup	2019-2020 Suspension Rate: Schoolwide6% Black - 0% Hispanic4% Asians - 0%	2020-2021 Suspension Rate: Schoolwide6% Black - 0% Hispanic - 1% Asians - 0%	2021-2022 Suspension Rate: TBD Summer 2023	2022-2023 Suspension Rate: TBD Summer 2023	Maintain below 1%
Expulsion rate as a percentage	2019-2020 Expulsion rate: 0.0%	2020-2021 Expulsion rate: 0.0%	2021-2022 Expulsion rate: 0.0%	2022-2023 Expulsion rate: TBD Summer 2023	Maintain less than 1%
Standards-aligned instruction for all students for all core subjects	2019-2020 25.0% of Teacher	2020-2021 58.0% of Teacher	2022-2023 TBD Summer 2023	2023–2024 TBD Summer 2024	Maintain 100%
Facilities in good repair	2020 SARC: Good Status	2021 SARC: Good Status	2022 SARC: Good Status	2023 SARC: TBD Summer 2024	Maintain Good Status or above as reported on SARC

# **Actions**

Action #	Title	Description	Total Funds	Contributing
1	MTSS & PBIS	<ul> <li>Through the lens of supporting our ELLs, SED, homeless and other marginalized students, we will further develop MTSS, PBIS Activities and provide staff development via analysis of Youth Truth and Dashboard data.</li> <li>Continue to implement restorative practices, character reflection time, and incentives to promote school values.</li> </ul>	\$5000.00	Y
2	Assemblies	<ul> <li>Hold at least one assembly that focuses on student achievement.</li> <li>Hold at least one assembly that focuses on student performance.</li> <li>Hold at least two assemblies that focus on developmentally appropriate social/emotional concerns (e.g., bullying, cyber-bullying, peer pressure, sexual education, drug and alcohol abuse, etc.)</li> </ul>	\$1000.00	N
3	Culture Building	<ul> <li>Quarterly team building events such as outdoor field days or community clean up days, assemblies and activities that promote a sense of school community.</li> </ul>	\$1000.00	N
4	Engagement Activities	<ul> <li>Provide engagement activities/field trips offering parent education, awareness and purchase materials honoring students, families.</li> </ul>	\$2000.00	N
5	Communication	<ul> <li>Provide multiple levels of communication platforms and educational materials for parent awareness, recognition, and education.</li> </ul>	\$1000.00	N
6	Student Mental Health/Behavior Therapist	<ul> <li>Provide Mental Health Curriculum and programs, community resources for families and students to support all students especially our most marginalized subgroups.</li> <li>Provide a School Wellness counselor or Behavior Therapist to support overall mental health for students especially our most marginalized subgroups.</li> <li>Provide telehealth medicine wellness programs for students and families to reduce chronic absenteeism especially in our most marginalized subgroups</li> </ul>	\$62000.00	Y

Action #	Title	Description	Total Funds	Contributing
8	School Themed Materials	<ul> <li>Purchase school themed materials for development of overall engagement/spirit</li> </ul>	\$20000.00	N
9	Facility Safety	<ul> <li>Ensure safety of grounds and facilities by providing preventative measures such as video cameras, vaping detectors, security gates, etc.</li> </ul>	\$20000.00	N
12	SART Training & Support	<ul> <li>Provide training and support resources for SART in an effort to reduce chronic absenteeism especially in our most marginalized subgroups.</li> </ul>	\$5000.00	Y

# Goal #2 Analysis for 2022-23

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

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

All actions/services are being implemented for goal 5. Benito Juarez Elementary School's school safety plan reviewed and adopted by the FST, and Amethod Board of Directors maintains a safe learning and working environments for all students and employees. In addition, staff training on the school site safety and zero-tolerance policy for violent and dangerous behaviors ensure policies and regulations are followed and assessed. Each employee has been fingerprinted in accordance with applicable laws. Along with that, students must have parent permission to take medication at school. The creation of a caring community for learners on our campus is imperative to establish a line of communication for issues and concerns before conflicts or safety risks occur.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services of Benito Juarez Elementary School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

Professional Development in Social Emotional Learner promotes faculty and staff abilities to recognize opportunities for success for all students. This enables staff to increase their knowledge in leadership, problem-solving skills, and post-secondary accomplishments. Our Academic and Wellness Counselors meet with parents, students, and administration to set targeted goals in the areas of Academic, and Career and Post-Secondary along with job

readiness opportunities. The overall effectiveness of the actions/services to ensure students have a voice and community members to contribute to furthering student success and preparation.

## Goal #3

Goal #	Description
3	Parent Support and Engagement: Create an engaged parent, student, staff and overall community population that is fully invested in and actively connected to the school community and academic program.

An explanation of why the LEA has developed this goal.

Family and parents are critical for the healthy development of their children; happy, healthy children have a positive impact on the climate of the school, resulting in improvement in academic outcomes. Families play an integral role in school climate improvement. 77% of our students come from socio-economically disadvantaged homes and were already facing poverty, with COVID-19 we found that many of our families were essential workers facing additional impact and aftereffects. Early family engagement and attendance at educational meetings averaged 5-10 parents. Our goal is to increase that number to help build a community that is actively involved and learning alongside their children.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Parents who responded to survey reported that satisfaction with parent communication on Mid-Year and End of Year Parent Surveys based on 1 - 5 scale.	2020-2021 3.84 Parents who responded to survey reported that satisfaction with parent communication on Mid-Year and End of Year Parent Surveys based on 1 - 5 scale.	TBD Parents who responded to survey reported that satisfaction with parent communication on Mid-Year and End of Year Parent Surveys based on 1 - 5 scale	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	3.5 of families reporting that they feel represented by parent/family groups such as the FST, ELAC, and other committees

Average parent attendance rates at school events and parent/teacher conferences	2020-2021 80%	2021-2022	2022-2023		90%
Parents sense of representation and involvement in parent/family groups such as FST, ELAC, and other committees	2020-2021 80% of families who responded to survey reported that they feel represented by parent/family groups such as the FST, ELAC, and other committees	2021-2022  80% of families who responded to survey reported that they feel represented by parent/family groups such as the FST, ELAC, and other committees	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	95% of families reporting that they feel represented by parent/family groups such as the FST, ELAC, and other committees
Percentage of parents logging on to Parent Portal (Parent Square) via application Download	2020-2021 12% of families who responded to survey reported that they are logging on to Parent Portal.	2021-2022 35% of families who responded to survey reported that they are logging on to Parent Portal.	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	80% of families who responded to survey reported that they are logging on to Parent Portal.

## **Actions**

Action #	Title	Description	Total Funds	Contributing
1	Parent Workshops	<ul> <li>Provide Parent Education Workshops and curriculum for families in the areas of College and Career, Mental Health, Parent Education etc. to support our students, especially our most marginalized subgroups.</li> <li>Continue to host 2 monthly Parent Meetings, one in the morning and one in the evening, to inform parents of school programs and activities and to receive their feedback and ideas.</li> <li>Continue to offer Workshops for Parents on Sex Education, Internet Safety, and/or other topics that they express interest in.</li> </ul>	\$2000.00	Y
2	Bilingual Community Coordinator	<ul> <li>Maintain Bilingual Community Outreach Coordinator to provide advocacy/home visit and resources for families of students who are multi-language learners.</li> </ul>	\$5000.00	Y
3	Community Partnerships	<ul> <li>Partner with local community for educational history and field trips, community service projects</li> </ul>	\$5000.00	N
4	Family Access to Hybrid Instruction	<ul> <li>Provide families with materials to access high quality hybrid/remote instruction</li> </ul>	\$2000.00	N

# Goal #3 Analysis for 2022-23

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

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

All actions/services are being implemented for goal 4. Along with the Board of Directors, governance and oversight is also provided by Family, Student and Teacher (FST), which consists of parents, students and staff members make decisions and recommendations curriculum, instructional practices, campus culture, and other school-related issues. Oakland Charter High School's school culture is collaborative and inclusive. Staff members take pride in conducting themselves in a professional and respectful manner during interactions with students, parents, and the public. Community outreach is a continuous attribute for creating action plans for increasing student support and to increase parent involvement. Social/emotional counseling is offered and contracted with local providers for students struggling with issues that may be preventing them from attending school on time each day.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for Benito Juarez Elementary School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

The overall effectiveness of the actions/services to achieve the articulated in annual measurable goals for the 2021-2022 school year.

## Goal #4

Goal #	Description
4	Increased student access to technology: Provide access to relevant technologies to all students while educating students in Digital Citizenship, Research, and Information Fluency to equip them with skills for the 21st century.

An explanation of why the LEA has developed this goal.

77% of our students come from socio-economically disadvantaged homes and were already facing poverty, with COVID-19 we found that many of our families were essential workers facing additional impact and aftereffects. Over 40% of our families responded to our surveys indicating a need for technology support and connection. With software and technology being our only means of providing education and communication there is a continued need to support our families by providing education to develop their fluency. With the post pandemic style of education as we transition into unprecedented education our students and staff will need to continue researching best practices as it relates to technology, access and education for utilizing technology, cyber safety and digital citizenship. Less than 10 percent of students attended cohorts which relied heavily on learning technology that helped students and families to adhere to C-19 policies and protocols according to the California Health Department.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage classrooms will be equipped with audio/video equipment.	50% of classrooms will be equipped with audio/video equipment.	1000% of classrooms will be equipped with audio/video equipment.	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	100%
Percentage of teachers regularly utilizing technology in the classroom	60% of teachers regularly utilizing technology in the classroom	60% of teachers regularly utilizing technology in the classroom	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	100%
Maintain student to device ratio of (1 to 1)	1 to 1	1 to 1.5	1 to 1		1 to 1

# **Actions**

Action #	Title	Description	Total Funds	Contributing
1	Technology	<ul> <li>1:1 Technology for students</li> <li>Hotspots for internet accessibility</li> <li>Provide professional development for staff to support students using technology and different software platforms.</li> <li>Continue to develop Internet Fluency for teachers and students.</li> <li>Continue to provide teachers with training on high quality technology programs and integrations to support their instruction and student skill development.</li> <li>Continue to develop Internet Citizenship for students</li> </ul>	\$25000.00	N

Action #	Title	Description	Total Funds	Contributing
2	Technology Software	<ul> <li>Purchase appropriate software to increase student access to core curriculum and monitor student usage.</li> <li>Continue to purchase curriculum with Tech components as a complement of the programs and to facilitate and differentiated instruction and learning.</li> <li>Class Dojo</li> </ul>	\$33000.00	N
3	Technology Hardware	<ul> <li>Purchase technology hardware for high-quality cutting-edge instruction including devices like Swivel Camera and other live streaming equipment.</li> </ul>	\$5000.00	N
4	Software for Safety Guidelines	<ul> <li>Provide software platforms to help adhere to C-19 safety guidelines during morning, afternoon formations/dismissal</li> </ul>	\$1000.00	N
5	Tech Training	<ul> <li>Provide staff and students training in the use of technology and different software platforms Continue to develop Internet Fluency for teachers and students Continue to develop Internet Citizenship for students.</li> </ul>	\$1000.00	N

# Goal #4 Analysis for 2022-23

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

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

Overall, the actual implementation of the actions within Goal 1 closely matched the plan. Intensive professional development was utilized by faculty and staff for curriculum design, data analysis, student and parent engagement and technology resources. As a result, teachers use assessment data within the framework of the professional learning communities to drive their instruction and interventions. Campus administration is responsible for ensuring implementation goals are met based on performance reports.

Targeted intervention has been occurring through small group and individual instruction based on performance indicators and ability within class lessons and activities. The afterschool/enrichment program focuses on student's comprehension in Reading, Mathematics and Science standards. Workshops have been organized to support staff with learning action plans for students and parents.

The school continues to focus on improving SBAC results as professional development is consistently provided in Advance Placement instruction and student academic progress. Formative/summative assessments drive instructional planning necessary to increase student achievement and performance. Common Core State Standards are used for developing pacing guides for core content departments along with EL Core Standards. This allowed teachers to provide daily feedback to students and communicating results to parents/guardians.

Technology updates in all classrooms increase technological implementation increasing student abilities to increase real world applications within lessons. Our 1:1 for student technology programs enables students to explore and research content beyond the school setting and increase progress monitoring measures by teachers for scaffolding, interventions monitoring and goal setting.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for Benito Juarez Elementary School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

Professional Development is focused on academic rigor and the use of supplemental materials and programs to support Common Core implementation. Academic rigor not limited to, standards aligned lessons and assessments, differentiated instruction, DOK levels, and mastery of academic vocabulary and closely aligned with Advance placement professional development and classroom standards. The overall effectiveness of these actions/services will increase instructional time, streamline lesson planning, and support campus data driven collaborations. Oakland Unified SELPA providers ensure compliance in holding all IEPs on time and hold teachers accountable for submitting present levels data for each IEP, SST/MTSS, or Section 504 Plan meeting. Throughout the SST/MTSS, Intervention plan, progress monitoring and special education referral process allows information to be shared and stored more efficiently. District staff works with staff assisting in modifying lessons for special education students and proceed with teaching and the curriculum accordingly.

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

No changes have been made to this goal.

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

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2023-24

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$1,196,716	

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
31.46%	0%	\$0	31.46%

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

# **Required Descriptions**

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

The Benito Juarez team reviewed the educational services provided to students through state and local metrics. The findings indicated that our school is performing near or at the targeted levels. The school believes its current programs, student achievement results, and survey related data indicate the current use of funds in a schoolwide manner is the most effective use of funds. The goals and actions listed below are identified for all students in Benito Juarez, but directly affect our English learners, low-income students and foster youth as the overarching goal is to provide best first instruction to all students specifically through the school's signature practices. This approach provides teachers with specific strategies, tools and interventions to meet the needs of all students.

### Goal 1:

- Action 1 Staff Development & Support (Meets students needs by having trained & qualified teachers)
- Action 3 Coaching & Support (Meets students needs by having trained & qualified teachers) (Meets students needs by having appropriate resources)
  - Action 4 Intervention & Acceleration (Meets students needs by providing intervention and acceleration supports)

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- Action 5 Assessments & Programs (Meets students needs by having ongoing formative instruction to provide appropriate intervention)
  - Action 6 Leveled Libraries (Meets students needs by providing books accessible to students at all reading levels)
  - Action 8 Materials for Hybrid Learning (Meets students needs by having access to technology and online programs)

#### Goal 2:

- Action 1- MTSS & PBIS (Meets students needs by providing a holistic social, emotional, behavior and academic supports)
- Action 6 Student Mental Health (Meets students needs by providing socio-emotional and trauma informed supports)
- Action 10 Wellness Counselor or Behavior (Meets students needs by providing trauma informed practices)
- Action 11 Telehealth Wellness Program (Meets students needs by giving support for chronic absenteeism)
- Action 12 SART Training and Support (Meets students needs by having supports for chronic absenteeism)

### Goal 3:

- Action 1 Parent Engagement (Meets students needs by providing parents with ongoing communication and opportunities to get involved)
- Action 2 Bilingual Community Coordinator (Meets students needs by providing a trained and qualified support to coordinate with parents the ongoing communication and opportunities to get involved)

### Goal 4:

- Action 1-Technology (Increase student access to chrome books and wifi at Home and on campus)
- Action 2 Technology Software (Access software that aligns with the curriculum and also allows students to continue learning at home and in the extended learning program)
  - 3 Technology Hardware (Installing updated projectors with zoom capabilities, allowing for hybrid and remote learning.)
  - 4 Software for Safety Guidelines
  - 5 Tech Training

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

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Services that directly relate to foster youth, English learners and low-income students are directly being increased by the addition of Goal 1, Action 4 (Intervention & Acceleration); Goal 2, Action 1 (MTSS & PBIS), Action 6 (Student Mental Health) and Action 10 (Wellness Counselor) and Action 11 (Telehealth Wellness Program); and Goal 3, Action 2 (Bilingual Community Coordinator). This will provide students with additional staff and resources to directly support them with additional counseling, social-emotional learning programs and well-spaces that are available to students. In addition, additional interventions are being added to support students. As a part of Goal 2, Action 1, there will be the addition of a continuous improvement process to analyze data regularly (ie. monthly) to make adjustments to supports for foster youth, English learners and low income students.

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

Additional funds will be used to add additional classified staff that can support small group instruction and pull out supports. A limiting factor in this funding is the cap provided by the residing districts UPC.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a stilldent concentration of 55 percent or less.	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:32
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:25

## Instructions

Plan Summary

**Engaging Educational Partners** 

**Goals and Actions** 

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

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

## Introduction and Instructions

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

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

- Comprehensive Strategic Planning: The process of developing and annually updating the LCAP supports comprehensive strategic planning (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- Meaningful Engagement of Educational Partners: The LCAP development process should result in an LCAP that reflects decisions
  made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights
  about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify
  potential goals and actions to be included in the LCAP.
- Accountability and Compliance: The LCAP serves an important accountability function because aspects of the LCAP template require
  LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - o Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

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

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

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

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

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

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

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

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

# **Plan Summary**

## **Purpose**

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

## **Requirements and Instructions**

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

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

**Reflections:** Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

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

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

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

# **Engaging Educational Partners**

## **Purpose**

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

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

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

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

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

## **Requirements and Instructions**

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

### **Local Control and Accountability Plan:**

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

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

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

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

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

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

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

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

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

## **Goals and Actions**

## **Purpose**

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

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

## **Requirements and Instructions**

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

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

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

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

### Focus Goal(s)

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

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

### **Broad Goal**

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

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

### Maintenance of Progress Goal

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

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

## **Required Goals**

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

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <a href="https://www.cde.ca.gov/fg/aa/lc/">https://www.cde.ca.gov/fg/aa/lc/</a>.

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

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

- Low-performing school(s) goal requirement: A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- Explanation of why the LEA has developed this goal: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

### Measuring and Reporting Results:

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

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

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

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

### Complete the table as follows:

- Metric: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome**: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 3 Outcome: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "Measuring and Reporting Results" part of the Goal.

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

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

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

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

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

### Goal Analysis:

Enter the LCAP Year.

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

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages
  of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or
  percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs

may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

 Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

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

## **Purpose**

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

# **Requirements and Instructions**

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

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

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

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

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

**Total Percentage to Increase or Improve Services for the Coming School Year:** Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

### Required Descriptions:

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

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

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

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

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

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

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

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

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

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

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

## For School Districts Only:

#### Actions Provided on an LEA-Wide Basis:

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

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

### Actions Provided on a Schoolwide Basis:

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

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

## **Action Tables**

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

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

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

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

## **Data Entry Table**

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

- LCAP Year: Identify the applicable LCAP Year.
- 1. Projected LCFF Base Grant: Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).
  - See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
- 2. Projected LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration
  grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school
  year.
- 3. Projected Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

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

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - Note: For an action to contribute towards meeting the increased or improved services requirement it must include some measure
    of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to
    meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
- Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.
- Federal Funds: Enter the total amount of Federal Funds utilized to implement this action, if any.
- Total Funds: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
    - For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000.

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

# **Contributing Actions Table**

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

## **Annual Update Table**

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

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

# **Contributing Actions Annual Update Table**

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

- 6. Estimated Actual LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- Estimated Actual Expenditures for Contributing Actions: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- Estimated Actual Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## **LCFF Carryover Table**

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

### Calculations in the Action Tables

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

### **Contributing Actions Table**

- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - o This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
  - o This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)

This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

### Contributing Actions Annual Update Table

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

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
  - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - o This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)
- 7. Total Estimated Actual Expenditures for Contributing Actions
  - o This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
  - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
  - o This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)

 This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

### LCFF Carryover Table

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

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

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

California Department of Education January 2022

# **Local Control and Accountability Plan**

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Downtown Charter Academy	Claudia Lee, School Principal	cllee@amethodschools.org, 510-499-0453

# **Plan Summary 2023-2024**

## **General Information**

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

At AMPS Downtown Charter Academy (DCA), we are committed to our students' academic success and developing a strong community of learners.

Established in 2014, Downtown Charter Academy is located in the Downtown Oakland region where it quickly became a neighborhood middle school. Following the traits of the AMPS middle school model, but with the flare of Downtown Oakland's community aspects, DCA serves students in 6th-8th grade, and has quickly become one of the highest performing schools in the city achieving the California Department of Education Gold Ribbon Award in 2017 and 2018. With a very active student body, the school offers a multitude of additional programs that support the rigorous academics offered to every student.

Here at DCA, 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.

At AMPS Downtown Charter Academy, we serve 271 students from sixth through eighth grade. We believe all students can achieve their academic goals, attend college, and succeed in life. We are committed to our students' academic success and developing a strong community of learners. We serve around 14.8% Hispanic or Latino, nearly 77.1% Asian and 4.1% Black and African American students. Close to 67.5% of our students are considered socioeconomically disadvantaged, nearly 8.1% are students with disabilities, and nearly 21.4% of students are multi-language learners. We are committed to our students' academic success and developing a strong community of learners.

### **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.

## **Reflections: Successes**

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

We pride ourselves on being a 21-22 California Distinguished School and 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.

As per the California Schools Dashboard data for the 21-22 academic year, our students performed at or above the standards as follows:

Students scoring at or above grade level in English: 71.05% of all students performed at or above standards, 75.24%% Asian students, 48.78% Latinx, 32.65% English Learners, 20% Tier 1 students, 65.95% SED students.

Students performing above grade level in Math: 62.18% of all students at or above standards, 70.53% Asian, 48.78% Latinx, 65.95% socioeconomically disadvantaged, 32.65% English Learners and 20% of students with disabilities.

We also count as a great success the high rate of teacher retention of 80%, which is extremely high considering teacher shortage after the pandemic, and the fact that a high percentage of our teachers were credentialed. This comes from a strong student-centered environment and growth mindset in our school culture due to continuous classroom observations and the teachers coaching program.

One of the biggest successes last year was the attendance record of 97.64% given consequences and challenges of engagement after the Pandemic. This was due to the involvement of 100% of staff members in students' engagement managed by tiers and recorded in our daily engagement tracker. We are also proud of our students' resilience, our parents' support, and the big effort of all school partners to follow up with Independent Students' Plans when needed. This was also due to parents and families involvement during the 2 monthly meetings, the frequent updates through Parent Square, and the support offered to students who needed the most. 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.

## **Reflections: Identified Need**

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

From the ELPAC and Interim assessments scores, we were able to see that the most vulnerable groups in our school are Tier 1 students, followed by the English Learners last year. We focused our efforts on offering support to them and this year our Els are rated *Very High* in the California Department of Education Dashboard, 86% of our students identified as English Learners made progress towards English proficiency. This is due to a large group of newcomers and students coming from schools with no ELD support or lack of engagement in previous years. The Action plan for English Learners targeting the 4 domains of Language acquisition as follows:

- 1. Reading: We want to maintain or improve reading scores for English Learners by:
  - Intentional Silent reading for 15 minutes/day where students read appropriate books to their reading levels
  - Purchasing new classroom libraries with different Lexile and high interest collections
  - Cataloging and organizing the school library to make it available to students.

### 2. Speaking:

- Recording lessons to collect data on students' engagement.
- Analyzing engagement data to create goals and improve instructional practices.
- Focusing classroom observations and coaching on students' engagement and voices in the classroom
- Providing Professional Development on Academic Discourse Instructional practices

### 3. Writing

- Collecting and analyzing data on writing from the Language NWEA assessments to identify writing concepts and skills that need to be incorporated in Lesson Plans
- Collecting and analyze data on writing from the Language NWEA assessments to create writing intervention lessons for small groups of students with unfinished learning.
- Collecting and Analyzing data from the History Writing Task to identify needs and set up writing goals for the school.

### 4. Listening:

- Coaching teachers on scaffolding students on vocabulary and pronunciation
- Creating word walls in the classrooms for every subject and intentionally teach pronunciation and intonation when use in a sentence.

Local Control and Accountability Plan

- Requesting teachers to paraphrase students' responses when needed to provide correct usage of English.
- Provide speech-to-text opportunities for English Learners using the Actively Learn app in all classrooms.
- 5. ELD Designated and Integrated Program:
  - Having the ELD teacher co-teach with History teachers in all grades to support ELs during lessons.
  - Providing small groups support for EL according to their proficiency levels.
  - Establish a regular program that includes the ELD concept of the month, skills of the week and requesting that 100% of the teachers follow it consistently.
  - Having a monthly English competition to promote English Language development among all students.
  - Providing a workshop for English Learners parents on how to support their students at home.
  - Begin a lending library initiative for English learners.
- 6. From the SBAC and Interim Assessments, we were able to identify the standards and skills that our Tier 1 and Tier 2 students are ready to learn and put together an Action Plan that included supports and accommodations in the general classroom in addition to the tutoring groups, push in and pull out supports, and SPED services for Tier 1 students.

The results this year show tremendous progress and all our students are rated High and Very High in the Dashboard. The scores for Asian American are 35 points above the national average, and the socioeconomically disadvantaged students scored 34.9% above the national average. In English, our students scored 39.9 points above the standard, in Math 34.6% above the standards, the chronic absenteeism was low and the suspension rate low.

7. The results in the Nationally recognized MAP Interim Tests show the following rates of students achieving the National Norm:

	6TH	7TH	8TH
Fall 22-23	GRADE	GRADE	GRADE
MATH	66%	65%	79%
READING	52%	77%	71%
LANGUAGE	49%	75%	75%
SCIENCE	56%	77%	74%

We will continue analyzing data from SBAC and NWEA results to identify the skills our most vulnerable students are ready to learn and put in place the instructional practices, accommodations and resources needed to meet their needs.

# **LCAP Highlights**

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

- 1. Students Centered Culture: This is the core of our program as we seek to disrupt the opportunity gap for the most underserved students such as ELL, SPED, Tier 1 and Tier 2 students and all students from underrepresented groups. The Intervention program is created collaboratively with all instructional staff. Formal and informal assessments, teacher's input and surveys are the foundation of the program as we seek to support students with unfinished learning.
- 2. Results Driven (Assessments & Accountability): Data is about systems with predominant factors that include student and educator practice. Assessments during learning and throughout the school year that evaluate how students are progressing individually both in the moment and over time to address achievement gaps and learning loss before and after the school closure.
- 3. Cultivating Excellent Talent: Education is essential work that is both personal and personnel driven. Recently AMPS revised the instructional domains for the district to assure that they reflect a more student-centered focus. This year the organizational wide summer training known as the AMPS Summit an ongoing training incorporated training targeted instructional practices that respond directly to the needs of students.
- 4. Relationships & Partnership: Our school is founded in deep rooted community partnerships. Given all of the recent anti-charter school messaging voiced very publicly, our communities, specifically our Black and Brown families, were feeling exasperated prior to the pandemic. Thus, AMPS crafted a communications plan that has been adapted and carried over to the current situation. Our communities will have the information and resources they need to be safe. We will provide consistent, clear, and routine communications and engagement in multiple modalities and languages. We partner with community organizations to offer programs to students and families so that we maintain a positive school climate and a culture that responds to the diversity of our families.
- 5. Building an AMPS Culture: A first-rate free and public education is at the cornerstone of this America's success; however the inequities in outcomes for low income predominantly Black and brown children is unacceptable. Higher education is the surest path to future success for the families we serve and thus the success of all students is our North Stars.
  Given the deep impact and necessary adaptations to our program through a once in a lifetime pandemic, the AMPS Administration has included the following factors to the pillars as we adapt to the disruption:

- Health, Safety and Well-being: Our actions during and after the pandemic are grounded in the scientific guidance. We will continue and protect the health, safety, and well-being of our students, employees, and school communities. We will create socially, emotionally, and physically safe and nurturing environments for our students to thrive in.
- Adaptability: This is one of the core values of the AMPS organization. Due to the consequences after the pandemic crisis, we will
  remain as fluid as possible to balance educational needs with safety and public health. Our learning environment and strategies
  are analyzed, debated, and designed with agility to ensure high quality instruction continues.

## **Comprehensive Support and Improvement**

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

#### Schools Identified

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

We have not been identified for comprehensive support and improvement.

## Support for Identified Schools

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

N/A

## Monitoring and Evaluating Effectiveness

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

N/A

# **Engaging Educational Partners**

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

Our community continuously engaged in a collaborative process in the development of the LCAP. It is essential to involve all members of our learning community to create a culture of achievement. In 2021 educational partners were involved in 2 monthly meetings, weekly updates, and surveys to help develop the LCAP to dialogue and to solicit input and genuine discussion of the needs of the students. Announcements and reminders via tele messaging, our student information systems and ParentSquare, notifications via email and text were delivered, announcements via software applications and websites were also posted to invite parents to Educational Partners meetings and town halls. These included SSC, EL Subcommittee, Family Staff Team, coffee chats, staff meetings, town hall meetings, board meetings, staff and staff leadership meetings.

A summary of the feedback provided by specific educational partners.

#### 2022-2023 School Climate and Culture. The California Health Kids Surveys indicate:

#### STUDENT SURVEY

- 87% of students report that there is a teacher who cares about them at the school
- 70% of students report that they are satisfied with their friendships at school
- 87% of students report that they do interesting activities at the school

#### PARENT SURVEY

- 97% of parents responded that the school is an inviting and supportive place for students to learn
- 98% of parents responded that the school promotes academic success for ALL students
- 94% of the parents responded that the school is a safe place for their child/student

#### STAFF SURVEY

- 100% of staff members responded that the school is an inviting and supportive place for students to learn
- 100% of staff members responded that the school promotes academic success for ALL students
- 100% of staff members responded that the school is a safe place for their students

#### **Title 1 Effectiveness Evaluation:**

- The high results in students' academic performance and improvement is directly related to the commitment of teachers, tutors and administrative staff at the school.
- The high results in academic achievement are also a product of the commitment of parents; they make every effort to bring the students to school everyday.

- Data is the foundation for a strong intervention, but it has to be accompanied by strong instructional practices.
- There are plenty of offerings but finding good quality professional development for equity and social justice is a challenge.

#### Leadership analysis:

- Having extra funding to reduce the teacher-student ratio is effective.
- Maintaining a positive school culture and climate, reinforcing the positive behavior and using restorative practices have a direct impact to student success.
- We have made great progress in diversifying the school staff. An equitable and diverse environment benefits everyone.
- Teacher recruitment is still a challenge.

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

The creation of an Action Plan to support English Learners

Parents' information and workshop to support English Learners at home

Parents information on Mental Health support

Parent meetings to share mental health resources and connections in the community

## Goals and Actions

### Goal 1

Goal #	Description
Goal #1	College and Career Readiness for All: Provide an academically rigorous, common core aligned college preparatory program with academic support and interventions for students' academic development.

An explanation of why the LEA has developed this goal.

Our families choose our school because of the academic rigor of the program. They believe that we can educate them so that they get a real possibility of entering college after high school. 79% of our students are reduced and free lunch students and their families have not had access to college before. All curriculum programs for core subjects have been selected based on alignment of Common Core Standards and New Generation Science Standards because as per assessment data, our entering 6th graders perform below grade level.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Teacher retention rate	80%	88.9%	80%	80%	80%
Appropriately assigned instructional staff 100%	100%	100%	80%	80%	80%
Standards -aligned curriculum for all students for all core subjects 100%	100%	100%	100%	100%	100%
Math SBAC % Meeting or Exceeding We expect to keep the percentage of meeting and exceeding in Math SBAC for all subgroups.	Baseline data coming Summer-Fall 2022		Subgroup         %           All Students         62.18%           SED         56.74%           SPED         13.34%           English Learner         34.0%           Hispanic/Latino         26.83%           Asian         70.53%		To be completed following 2022 SBAC results

ELA SBAC % Meeting and Exceeding We expect to keep the percentage of meeting and exceeding in ELA SBAC for all subgroups.	Baseline data coming Summer-Fall 2022	Pending	Subgroup All Students SED SPED English Learne Hispanic/Latin Asian				To be completed following 2022 SBAC results
% meeting or exceeding 2020 grade level national norm in Reading as measured by the NWEA (Northwest Evaluation Association). Given the effects of the pandemic on the 20 - 21 academic year, we anticipate that our incoming 6th grade will be less prepared for grade level rigor in 21 -22 than they were in 20 -21. With intervention plans to address the most vulnerable students, we hope to support students to maintain the performance	All Students: 56% FRL: 53% EL: 9% SPED: 25% Asian: 61% Latinx: 38%	All Students: 56% FRL: 53% EL: 12% SPED: 25% Asian: 62% Latinx: 40%	Subgroup All Students SED SPED Hispanic/Lati no Asian	% meet/exc 63.98% 65.12% 47.62% 50% 67.35%	Subgroup All Students SED English Learner Hispanic/L atino Asian	% meet/exc 57.09% 56.78% 16.07% 35.00% 63.39%	All students 56%, FRL: 55% EL: 11% SPED: 27% Asian: 63% Latinx: 40%

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metrics we met this year by mitigating some of the effects of the learning loss students have experienced and further reducing the gap over time.					
% at grade level in Math as measured by the NWEA (Northwest Evaluation Association)	All Students: 63% FRL: 64% EL: 25% SPED: 43% Asian: 71% Latinx: 30%	All Students: 63% FRL: 64% EL: 22% SPED:43 % Asian:72 % Latinx: 31%	Subgroup % meet/ex All Students 69.739 SPED 47.629 Hispanic/Latino 34.219 Asian 77.559	All Students 70.08% SED 69.35% SPED 42.31%	FRL: 66% EL: 27% SPED: 45% Asian: 71% Latinx: 32%
EL Progress % of students moving up at least one level as measured by ELPAC	18%	Pending until Fall 2022	86%	TBD	65%
RFEP Rate as a percentage Given the reduction. in access to English  Participation rate of	100%	Pending until Fall 2022	97%	98%	95%

teachers and paraprofessionals in professional development workshops, teaching domain walkthroughs, and Professional Growth Plans (PGPs) The expectation is that 100% of staff members participate in Professional development offered by the school.					
Degree to which staff believe that the school fosters a culture of shared vision, respect, and effective communication as per Youth Truth survey of October 2020. Year 1 outcome corresponds to the 2021 survey: Staff experience positive relationships in school based on care, respect and approachability.	89%	100%	100%	100%	90%

# **Actions**

Action #	Title	Description	Total Funds	Contributing
Action 1	Standards Based Curriculum	Provide adequate in print (textbooks and workbooks) curricular resources based on California standards to all students. Provide Sexual Education curriculum for 8 <sup>th</sup> graders and support in real time to improve engagement. All curricula will be CCSS and NGSS aligned (Desmos, History Alive, Springboard, FOSS).	\$38,200	
Action 2	Academic Support	Academic resources support for students performing below grade level, including English learners and students in Tier 1, such as High interest-low level library, Rosetta Stone.	\$1,100	Y
		Provide high quality coaching and support via coaches, utilizing professional growth plans, weekly observations, lesson plans, feedback, and film sessions. Coaching will focus on support for ELLs and students receiving special services.	\$60,500	[Y/N]
Action 3	Coaching and Instructional Support	Provide high quality staff development & support for teachers and paraprofessionals for the development and instructional practices in ELD/ELA. Continued development and implementation of AMPS Career Path process for staff advancement Teacher and paraprofessional participation in Professional Growth Plans with bi-weekly observation/feedback, quarterly film sessions and target goal monitoring of ELLs and Tier 1 students Provide curriculum implementation workshops for support First year teachers and mentor teacher support through Department Meetings, Grade Level Meetings, and Observations Continued bi-weekly Coaching for all instructional staff in particular focusing on support for ELs and Tier 1 students.		

Action #	Title	Description	Total Funds	Contributing
Action 4	Intervention and Acceleration	Continued identification, analysis and prioritization of instructional interventions and acceleration primarily directed to English Learners for reclassification and support, SPED/T1 and T2 students based on multiple sources of academic assessment data Continued implementation of the ELD program by a credentialed teacher for students for English Learners in a designated and integrated model Continue use of Actively Learn to differentiate instruction and monitor and support students below grade level Additional paraprofessional staff hired and trained for ELA and Math classrooms, offering support during the regular school schedule and in the after school.	\$210,000	
Action 5	Assessments and Programs	Provide high quality assessment/supplemental programs and curriculum for varied students based on academic/assessment data during and through intercessions and after school programs. The school team will analyze this data through the lens of ELLs, Tier 1, and Foster Youth subgroups if necessary. All Curriculum CCSS and NGSS aligned curricula provide appropriate tests and assessments, and in addition, students will take 3 interim assessments using the NWEA platform to have a benchmark and measure their progress in academic standards and skills,	\$12,200	
Action 6	Leveled Library	Continue to develop the school library according to model library standards as well as classroom leveled readers keeping in mind the reading levels of Tier 1 and Tier 2 students.		
Action 7	College and Career Planning	Professional development on Academic skills: Note taking, goal planning	\$2,000	
Action 8	Other resources and digital accesses	Support for students who need a device for translations and adaptations (iPads)	\$2,000	

## Goal 2

Goal # 2	Description
Goal #2	Create a positive school culture and climate and student engagement where students and staff are engaged and fully invested in their development and contributing to the positive school culture.

An explanation of why the LEA has developed this goal.

We developed all school priorities and goals in collaboration with our families, students, and teachers. They provide feedback to the school program and culture through the school survey, meetings and assemblies. We analyze the data from their responses and prioritize the needs of students and plan the programming to support the needs of the students. We revise goals and priorities twice/year so that our efforts and supports target directly the needs of all and each student. in school climate and culture survey and in addition.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
PBIS	80%	88.9%			80%
School Culture and Climate Survey: CalSchLS	100%	100%			100%
School Assemblies and Student Events and Engagement Activities	100%	100%			100%
Suspension rate	Below 2%	0%	0%	0%	0%

# **Actions**

Action #	Title	Description	Total Funds	Contributi ng
Action 1	Incentives & PBIS	We provide restorative and social justice practices at the school and manage the incentives using the PBIS system and school store. The dean of students has created the foundational values of the school: Bravery, Respect, Integrity, Compassion and Kindness in collaboration with students and we will continue to maintain a positive school atmosphere by awarding students who demonstrate these values,	\$6,400	[Y]
Action 2	Assemblies	Students attend 4 assemblies/year to discuss school values and other school climate topics relevant to the positive school environment. This year we have addressed digital citizenship and school engagement in addition to the values mentioned before.	\$4,600.00	Y
Action 3	Team Building	To maximize teachers' capacity and ability to address social justice and open equitable spaces in the classroom and the school, we offer training and professional development and opportunities for them to share and reflect on their own experiences and learn some specific teaching practices.	\$3,200	Y
Action 4	Students' engagement activities and resources	We plan different activities to motivate learning and social skills throughout the year like field trips, graduation, demonstration of values, attendance, and academic progress. We celebrate students' birthdays with a small present and a card. We also acknowledge accomplishments and progress every quarter with awards and ribbons. WE will continue to do the same and adapt it as needed for next year.	\$7,000	Y
Action 5	Communications	We produce a flier and school calendar to promote the school in the community and increase enrollment of underrepresented students	\$1,500	Y
Action 6	Sex Education	As mandated by the California Department of Education, we provide 8 <sup>th</sup> grade students with the Sex Education classes aligned to standards.	\$5,500	Y
Action 7	School themed materials, uniforms	To create a sense of academic pride, we offer students and teachers themed materials and apparel. Last year we provided free uniforms for all students.	\$34,600	Y
Action 8	Safety Materials and Resources	We continue to use safety measures to keep a healthy environment and follow the regulations maintaining the training, resources and supplies needed to provide a safe space for our students.	3,700	

Action #	Title	Description	Total Funds	Contributi ng
Action 9	Facilities and Safety	Maintenance and safety inspections, cleaning and janitorial services	57,000	Y
Action 10	Wellness and Mental Health	Our school counselor offers students mental health support to Tier 1 students and all students who need it. She provides lessons on social skills, academic skills, and stress management. We meet with parents on a regular basis to offer information and resources in the community. In addition, our students have access to Mindfulness, Yoga, Karate, sports, arts, and other ways to explore their interests and talents to learn how to lead a healthy life.	\$88,000	Y

## Goal 3

Goal # 3	Description
Goal #3	Create an engaged parent, student, staff and overall community population that is fully invested in and actively connected to the school community and academic program.

An explanation of why the LEA has developed this goal.

Our families chose our school because of the academic rigor of the program. They believe that we can educate them so that they get a real possibility of entering college after high school. 81.5% of our students are reduced and free lunch students and their families have not had access to college before. All curriculum programs for core subjects have been selected based on alignment of Common Core Standards and New Generation Science Standards because as per assessment data, our entering 6th graders perform below grade level.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Family Access to student Information	80%	88.9%	95%	95%	95%

Have at least 5 whole school family meetings in person and 5 meetings online to update parents and present Family and collect input	100%	100%	100%	100%	100%
Offer at least 4 Family Engagement and cultural events	100%	100%	100%	100%	100%
Maintain at least 5 Community Partnerships	0	N/A	100%	100%	100%

# **Actions**

Action #	t Title	Description	Total Funds	Contributi ng
Action	Parent Access to Students' Information and parent communication	Parents are the primary teachers of their students; informing them of students' academic progress and activities is key to students' success. All parents at DCA have access to the Student Information System PowerSchool, in addition, they maintain open and continuous communication with teachers and administrators to be informed on specific details of their students and school events using ParentSquare. Teachers keep a communications tracker so they can reach each parent to share good news and opportunities for improvement.	\$4,500	[Y]

Action #	Title	Description	Total Funds	Contributi ng
Action 2	Family Engagement	We conduct 8 Family and Staff Meeting every month, 4 in the morning in person and 4 online in the evening, so that all parents can attend, be informed, and offer feedback. In addition, we have 13 other meetings we call coffee or tea with parents, New Parents orientation, so parents understand the programming including schedules, academic curriculum, and school values. We use interpretation and translation to give all families access to the information as needed and to maintain constant communication with families who speak other language than English.	\$10,000	Y
Action 3	Diversity Celebrations and other Cultural Events	In addition to the curricular and in-school celebrations of diversity. We invite all families to 5 big events to celebrate our cultural diversity and background. We celebrate Oral History Day in November, the Talent Showcase in the Winter, the Multicultural Fair in the Spring, and the talent Showcase in the summer. All parents, students and teachers collaborate, celebrate together and learn from each other's backgrounds and traditions.	\$5,000	
Action 4	Community Partnerships	Educating well rounded students and being active members of our community is one of the big goals of our school. We have done 3 big events for which we partner with community organizations this year, we attended the Forum for the candidates to the OUSD council and Mayor's office organized by the Families in Action, and the Union Point Park cleaning days in collaboration with the office of council member Gallo and the Coast Guard. We look forward to continuing this collaboration next year. In addition, and funded by additional grants, we collaborate with community organizations and Oakland and universities to provide challenging and interesting activities for our students in the After School Program.	\$2,000	

# Goal 4

Goal # 4	Description
Goal #4	Provide access to relevant technologies to all students while educating students in Digital Citizenship, Research, and Information Fluency to equip them with skills for the 21st century.

An explanation of why the LEA has developed this goal.

Our families chose our school because of the academic rigor of the program. They believe that we can educate them so that they get a real possibility of entering college after high school. 79% of our students are reduced and free lunch students and their families have not had access to college before. All curriculum programs for core subjects have been selected based on alignment of Common Core Standards and New Generation Science Standards because as per assessment data, our entering 6th graders perform below grade level.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Students access to technology	80%	88.9%	100%	100%	100%
Acquire and maintain state of the art Instructional Tech	70%	80%	80%	80%	100%
Maintain an active Parents' Communication Portal	50%	50%	50%	100%	100%
Online curriculum to differentiate Instruction	80%	80%	100%	100%	100%

## **Actions**

Action #	Title	Description	Total Funds	Contributi ng
Action 1	Student Devices	Provide high quality technology for students to access their curriculum, Google classrooms to keep informed and follow classroom activities and have access to important information relevant to their education. In addition to providing 1 Chromebook for students, we maintain a lending library so students can take a computer home and hotspot if needed.	\$9,300	Y
Action 2	Software for students	In addition to the printed curriculum, we offer curriculum software and resources so that students get balanced instruction and acquire technological skills that prepare them for college and beyond. Students have access to curriculum software in Math, History, English, Science, and additional academic support for English Learners and Tier 1 students with the Actively Learn software.	\$20,000	Y
Action 3	Instructional Technologies	We provide computer devices and state of the art projectors for every student and tutoring rooms, so that teachers can present the information using visual devices and enhance the presentations and curriculum. In addition, teachers have the option of providing feedback to each student in real time.	\$190,000	Y
Action 4	Software for student Engagement	To support students with class engagement, attention span and digital citizenship, we provide and software for every classroom called Hapara and the appropriate training for teachers.	\$1,000	Y

# **Goal Analysis for 2022-2023**

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

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

The generous influx from state and federal funds in the past years has allowed us to offer additional 1-1 support for our most vulnerable students and students receiving special education services. We were also able to decrease the ratio of teachers-students and add students' activities to promote student retention and attendance.

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

The availability of one-time funding from the state allowed for additional hiring that exceeded the originally planned amount. In our case, we were able to hire 2 full time interventionists to support Tier 1 students who need 1-1 support, allowing them to access the curriculum and learning and offering more effective teaching time for the rest of the lessons. So everyone benefited from this support. For the 23-24 academic year, we will be able to continue with this support.

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

Our socioeconomically disadvantaged students received 1-1 and small group support throughout the year. English Learners also received support during the integrated and designated times with the ELD teacher, in addition to the scaffolding strategies and classroom support during their core classes. Teachers received professional development to increase students' engagement and participation in the classroom. Students received leveled classroom libraries that contain high interest topics. Truant students and families attended meetings, received Independent Study Plans when needed. And all students in the school received free uniforms.

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

WE also used the ESSER and ELOP funds to support our most vulnerable students. We noticed that all implemented activities (see below), help students maintained or improved their academic achievement by subgroups as follows:

Maintained scores: All students in reading and math, FRL in reading and math, SPED in reading and math.

Improved scores: English Learners in Reading, Asian in Reading and Math, and Latinx in reading and math.

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

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

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$ 2,884,956	N/A

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
20.91%	0%	\$0	20.91%

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

## **Required Descriptions**

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

At Downtown Charter Academy, the needs of foster youth, English Learners, and low income students are considered first because Equity is priority number 1. The needs of our most vulnerable students are at the front of all school efforts. By analyzing academic data, school surveys, and attendance trends, we are able to identify learning and socio-emotional gaps. The actions are effective in meeting the goals for our students because during the first week in August, AMPS Summit and professional Development week, we analyze the data, set up goals depending on needs, and create an Action Plan for each goal. In addition, we revisit priorities and goals in January to adapt and tailor them according to students' present needs.

We were able to implement all actions to support our most vulnerable students.

Action plan to support for our English Learners, Immigrant students, and students with learning disabilities included:

- 1. Tiered small group instruction and one on one instruction.
- 2. Classroom Libraries
- 3. Library Staff member and students' club
- 4. Professional development in use of research-based strategies, remote learning, EL/SPED strategies and curriculum provided to instructional staff

#### Action Plan to support truant students and families:

- 1. Provide customizable supports for students
- 1. Meetings with parents
- 2. Independent Study Plans when as needed

Action Plan to support Socioeconomically disadvantaged students:

- 1. Free uniforms
- 2. Free Universal meals
- 3. Meaningful collaboration time will be provided for planning, staff collaboration, and data analysis.
- 4. Review of Lesson Plans to include concepts and skills needed for students with unfinished learning
- 5. Data analysis to create small groups support
- 6. Referrals and resources from the community
- 7. Homework support during the After School Program
- 8. Professional Development to support English Learners and Tier 2 and Tier 3 students

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

#### 1. Free Uniforms and free lunches.

- 1. Hired 1 staff member to provide 1-1 support to students with special needs.
- 2. Purchased toolkits to provide practice on basic skills in Math and English.
- 3. Purchased evaluation materials to gather information on needs and academic levels.
- 4. Provided special programs to build a culture that embraces diversity like the Jazz and Democracy Project
- 5. Increased affinity clubs like soccer, chess and world languages
- 6. Increased mindfulness hours, and created yoga, and karate clubs to support social-emotional growth
- 7. Purchased Professional Development and App to collect data on students' participation in class

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

We hired 1 staff member to provide 1-1 support for students receiving Special Education services

We changed the job description of paraprofessionals' tutors

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	17.66%
Staff-to-student ratio of certificated staff providing direct services to students	N/A	10.6%

## Instructions

Plan Summary

**Engaging Educational Partners** 

**Goals and Actions** 

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

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

## **Introduction and Instructions**

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

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

- Comprehensive Strategic Planning: The process of developing and annually updating the LCAP supports comprehensive strategic planning (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- Meaningful Engagement of Educational Partners: The LCAP development process should result in an LCAP that reflects decisions
  made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights
  about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify
  potential goals and actions to be included in the LCAP.
- Accountability and Compliance: The LCAP serves an important accountability function because aspects of the LCAP template require
  LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - o Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

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

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

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

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

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

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

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

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

# **Plan Summary**

## **Purpose**

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

## **Requirements and Instructions**

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

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

**Reflections:** Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

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

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

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

• **Monitoring and Evaluating Effectiveness**: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# **Engaging Educational Partners**

## **Purpose**

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

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

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

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

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

## Requirements and Instructions

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

#### **Local Control and Accountability Plan:**

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

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

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

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

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

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

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

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

Inclusion of a goal or decision to pursue a Focus Goal (as described below)

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

## **Goals and Actions**

## **Purpose**

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

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

## **Requirements and Instructions**

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

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

• Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

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

### Focus Goal(s)

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

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

#### **Broad Goal**

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

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

#### Maintenance of Progress Goal

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

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

## **Required Goals**

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

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <a href="https://www.cde.ca.gov/fg/aa/lc/">https://www.cde.ca.gov/fg/aa/lc/</a>.

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

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

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

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

### Measuring and Reporting Results:

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

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

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

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

Complete the table as follows:

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

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

Timeline for completing the "Measuring and Reporting Results" part of the Goal.

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

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

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

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

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

### Goal Analysis:

Enter the LCAP Year.

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

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

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

## **Purpose**

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

## **Requirements and Instructions**

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

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

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

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

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

**Total Percentage to Increase or Improve Services for the Coming School Year:** Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

#### Required Descriptions:

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

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

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

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

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

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

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

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

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

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

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

## For School Districts Only:

#### **Actions Provided on an LEA-Wide Basis:**

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

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

#### Actions Provided on a Schoolwide Basis:

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

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

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

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

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

the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

• Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration

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

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

# **Action Tables**

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

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

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

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

# **Data Entry Table**

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

LCAP Year: Identify the applicable LCAP Year.

- 1. Projected LCFF Base Grant: Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).
  - See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
- 2. Projected LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration
  grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school
  year.
- 3. Projected Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- LCFF Carryover Percentage: Specify the LCFF Carryover Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- Total Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.
- **Goal #**: Enter the LCAP Goal number for the action.
- Action #: Enter the action's number as indicated in the LCAP Goal.
- Action Title: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- Contributing to Increased or Improved Services?: Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:

- Scope: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
- Unduplicated Student Group(s): Regardless of scope, contributing actions serve one or more unduplicated student groups.
   Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- Location: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - Note: For an action to contribute towards meeting the increased or improved services requirement it must include some measure
    of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to
    meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
- Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- Total Funds: This amount is automatically calculated based on amounts entered in the previous four columns.

- Planned Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

# **Contributing Actions Table**

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

# **Annual Update Table**

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

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

# **Contributing Actions Annual Update Table**

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

- 6. Estimated Actual LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and
  concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the
  current school year.
- Estimated Actual Expenditures for Contributing Actions: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- Estimated Actual Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

# **LCFF Carryover Table**

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

## Calculations in the Action Tables

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

## **Contributing Actions Table**

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

# **Contributing Actions Annual Update Table**

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

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

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

# LCFF Carryover Table

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

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

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

#### California Department of Education

January 2022



# **Notice**

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

23-24 DCA- Lcap Action Tables.xlsx

#### **Local Control and Accountability Plan**

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
John Henry High School	Dawn Roberson Site Director	droberson@amethodschools.org (510) 235-2439

#### Plan Summary 2022

#### **General Information**

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

John Henry High School (JHHS) is a free and public charter school that believes in the promise of hard-working students from diverse perspectives, socio-economic statuses, backgrounds, and talents. JHHS was established in 2015 and is in Richmond, California. It is one of six schools under the Amethod Public Schools (AMPS) charter management organization. JHHS 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.

John Henry 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. JHHS 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. Our Multi-Tiered System of Supports (MTSS) ensures that students are met at their current level and provides the personalized support they need to support them to succeed and achieve excellence. We have a network of para-professional educators and tutors who offer individualized support and keep in touch with families weekly to provide regular support, encouragement, and feedback. Through our MTSS program we monitor and mediate student growth and progress. Grade level meetings are held each month to share best practices, discuss possible intervention methods, and create action plans for teachers and students. The school will meet its mission by working in collaboration with all stakeholders.

Our student body is representative of our location, and we strive to provide all of our students with equitable access to student services, activities, and enrichment programs to support their growth and success. We currently serve 328 students, and our current race/ethnic breakdown is approximately 95.4% Hispanic, 1% Asian, and 3% African American, and 3% White. JHHS has 22.9% English Language Learners, 93% of our students are Socio-economically Disadvantaged, and 5.8% of our students have learning disabilities.

JHHS is known for having a strong college-going culture. We require all students to take classes that will allow them to meet A-G requirements. Over the course of the last 4 years, we have dramatically expanded our course offerings to ensure our students are able to meet those requirements while having a variety of elective and AP courses from which to choose. Under the guidance of our college advising team, 99% of our seniors applied to a four - year university. We are committed to providing one-on-one college application assistance to all of our seniors. With an understanding that college acceptance is just one element in the success of the students we serve, we have developed a strong program supporting our students and their families to navigate the complex financial assistance programs available. We hold Cash for College evening events and assist our students and families to fill out FAFSA and Dream Act applications. Moreover, we follow up with each student individually to ensure completion of these crucial documents.

We use research-based teaching methodologies 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, and cooperation. 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 environment is provided for all students.

#### **Reflections: Successes**

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

JHHS continues to reflect on the successes and the learning gap and placed additional priorities within the social emotional learning, literacy and math instruction, and small group and individual learning sessions to meet student needs. We continued to monitor our attendance intervention program to support our students and families that suffered from chronic absenteeism and other barriers that would increase student interest. Student engagement, teaching, and learning, SEL, ELD/DEI professional development provide tools to staff and teachers to ensure student needs are being met daily.

Additionally, we provided 240 minutes of daily instruction along with during and after school tutorials and enrichment. To promote the climate and culture of high achievers, teachers are required to hold a minimum of three office hours per week with the paraprofessional team. This innovation has resulted in increases in our A-G readiness for our Latino students.

Moreover, JHHS has maintained a positive incline with student attendance for the 2022-2023 academic school year. Our master schedule included an advisory period to assist students needing additional academic and social emotional support during the school day. To support our English Language learners, daily ELD and DEI (designated) instruction and campus-wide (integrated) instruction within all classes. Student survey and grade data continue to show that our EL students have advanced in their acquisition of skills and language structures that allow them to experience success in core classes.

Additionally, students reported feeling cared for, appreciated and connected through the small group ELD/DEI support class. JHHS teachers and staff engaged in highly relevant weekly professional development in which they examined problems of practice and worked with each other and outside experts to resolve issues as they arose. Continuous adult learning and building connections are essential in ensuring that our teachers and staff developed the capacity for and competency in the delivery of instruction. Finally, this year 98% of JHHS graduates are A-G ready, and of those 100% applied to at least one four-year college or university. The college acceptance rate for the class of 2023 is 98%.

During the 2021-2022 school year, John Henry welcomed back our students on campus after 18 months of online learning. During the summer of 2021 we reflected on what was needed for students and teachers to feel safe and prepared for in-person learning. What resulted was that we developed three areas of focus for the year—supporting student safety, both physically and socio emotionally, supporting teachers with tools to engage students in the classroom, and outreach to parents to keep them informed and involved in the school year when it comes to their students and our school community.

#### **Reflections: Identified Need**

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

An explicit focus on social emotional learning and school culture, a strong MTSS process to identify student needs, and strong classroom-based interventions.

Continued use our online course provider (Edgenuity) to supplement and expand credit recovery courses offered in the summer and during the school year.

Purchase additional textbooks and workbooks aligned to the CCSS and NGSS or approved by Advanced Placement

Continued support for the school psychologist/wellness counselor to meet with students experiencing non- academic problems

Hiring additional staff to support the MTSS academic intervention program and offering intensive support for struggling learners who are behind in math.

Increase student access to STEM classes, expanding our Creative Technologies program, Statistics and Environmental Science programs to include AP course offerings.

Increase support for EL students with additional class offerings of ELD/DEI course within the master schedule.

#### **LCAP Highlights**

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

Our new 2021-2024 LCAP is organized into 4 goals:

- Goal 1: Provide High Quality Curriculum, Assessment, and Intervention Systems that Promote College and Career Readiness and the Acquisition of 21st Century Skills

Local Control and Accountability Plan

- Goal 2: Hire and retain a High-Quality Teaching Staff who are developed, supported, and cultivate a shared sense of community.
- Goal 3: Create an engaged parent community that is invested in and connected to the school culture and academic program.
- Goal 4: Create a safe, inclusive, and welcoming school climate where students are engaged and supported by staff who are committed to the academic and socio-emotional well-being of all students.

The highlights of the LCAP include: continuing the use of NWEA and other assessments to focus on the specific skills and content still need to meet the standards for their grade level, purchasing curriculum that aligns to standards like Common Core in Math and NGSS in Science, implementation of a robust advisory program which will focus on both College and Career readiness and socio-emotional growth, investing in teacher support by continuing to provide Professional Development and coaching, and increasing opportunities for parent engagement with more community events and parent workshops

### **Comprehensive Support and Improvement**

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

#### Schools Identified

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

NA --- Not on CSI

#### Support for Identified Schools

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

NA --- Not on CSI

### Monitoring and Evaluating Effectiveness

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

NA --- Not on CSI

#### **Engaging Educational Partners**

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

We were able to engage with a broad range of stakeholders, through multiple avenues, to solicit feedback and input on the development of the LCAP. We regularly communicated with our families to gauge their level of satisfaction and obtain data on support learning outcomes.

Throughout our engagement process, we consulted with the following stakeholder groups:

- -SSC and ELAC (The JHHS Parent Student Advisory Council & Family Staff Team)
- -Admin team
- -Teachers
- -Parents
- -Students

The LCAP engagement process began during the fall. During our meetings we look at our school's data as a community to better understand where we are and gather information to address concerns moving forward. We also engaged in topics brought forth by our community. During our meetings we discuss items such as social climate, returning to in person learning, college readiness, A-G readiness, social emotional health and wellness and regular progress towards our goals. In our Community Night meetings, we hold space for our parents, students, and staff to be involved in the conversation through multiple formats.

### A summary of the feedback provided by specific educational partners.

During consultations with students, families, and staff members, a few trends emerged and influenced the creation of the LCAP for the coming year. Those trends include:

- Additional resume building support and interview preparation for post-secondary options through the Advisory program.
- Increasing student to student connection to one another across our diverse racial and ethnic groups. For example, increasing opportunities and supporting collaboration amongst our student clubs Latinx Unidos, LGBTQ Alliance and our Black Student Union.
- -Creating empowerment groups representing multiple student cultures to provide a space to come together and mentorship support.
- -Supporting students to develop digital literacy skills.
- -Developing advisory lessons that continue to address -isms, including racism, sexism, genderism so that all students feel safe and supported.

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

We can see where the LCAP was guided by our Stakeholder engagement in the following areas:

- Goal 1, Action 4: Increased Course Offerings JHHS is committed to ensuring that students have access to a wide range of AP and UC Doorways approved standards aligned courses that reflect their interests and provide a clear path toward college preparedness and acceptance.
- -Goal 4: Create a safe, inclusive, and welcoming school climate where students are engaged and supported by staff who are committed to the academic and socio-emotional well-being of all students. Further refining our Advisory program to ensure that it is responsive to the needs of all students and continued support for our student clubs to support the attainment of our LCAP goal 4.
- Goal 2: Hire and retain High-Quality Teaching Staff who are developed, supported, and cultivate a shared sense of community. JHHS has been very successful in supporting our staff. Continued support for teachers and staff including fostering a connection to each other and the school is a priority of the JHHS leadership team.

#### **Goals and Actions**

#### Goal 1

Goal #	Description
	Provide High Quality Curriculum, Assessment, and Intervention Systems that Promote College and Career Readiness and the Acquisition of 21st Century Skills.

### An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 1, 2, 4, 7, and 8.

It is critical that our students leave high school with the knowledge and skills that will enable them to be successful in college and beyond. The skills required by the workforce are constantly changing, so we must continue to innovate and adapt so that our students are equipped with a competitive skill set. A strong academic program is an essential piece of this preparation, and its efficacy must be regularly monitored via assessment systems that provide multiple data points. Finally, a robust intervention system must be in place to respond to those students who are not demonstrating success on said assessments.

#### **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percent of applicable courses with CCSS/ NGSS aligned Instructional Materials have a publishing date within the last 10 years	2020-2021 93% of applicable courses with CCSS/ NGSS aligned Instructional Materials were published within the past 10 years	2021-2022: 100% of applicable courses with CCSS/ NGSS aligned Instructional Materials were published within the past 10 years	2022-2023: 100% of applicable courses with CCSS/ NGSS aligned Instructional Materials were published within the past 10 years	2023–2024 TBD Summer 2024	100% of applicable courses with CCSS/NGSS aligned Instructional Materials published within the past 10 years

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of students participating in advanced placement exams achieving a score of "3" or higher	2019-2020 44.3% of students who took an advanced placement exam received a score of "3" or higher	2020-2021 of students who took an advanced placement exam received a score of "3" or higher	2021-2022 of students who took an advanced placement exam received a score of "3" or higher	2022-2023 TBD Summer 2024	60% of students who take an advanced placement exam receive a score of "3" or higher
Percent of EL students making progress toward proficiency as measured by the CA School Dashboard	2019-2020  Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 Dashboard	2020-2021  Due to the COVID-19  pandemic, state law has  suspended the reporting  of state indicators on  the 2021 Dashboard  per 2021 CA School  Dashboard	2021-2022 52.8% (High ranking) of English Learners making progress toward English proficiency as reported on the 2022 CA School Dashboard	2022-2023 TBD Summer 2023	Increase to 65% (Very High Ranking) of English Learners making progress toward English proficiency as measured by the CA School Dashboard
Percent of EL students reclassifying each year	2020-2021 Reclassification Rate: 21%	2021-2022 Reclassification Rate: 20%	2022-2023 Reclassification Rate: TBD Summer 2023	2023–2024 TBD Summer 2025	At least 25% reclassification rate
Percent of students maintaining proficiency or moving up at least 1 quintile, as measured through NWEA's MAP	2020-2021 Math: 56% Reading: 47%	2021-2022 Math: 50% Reading: 50%	2022-2023 Math: TBD Summer 2023 Reading: TBD Summer 2023	2023–2024 TBD Summer 2024	At least 70% for each subject

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
College and Career Indicator as measured by the CA School Dashboard	All Students: 60%	2020-2021 CCI:  Due to the COVID-19  pandemic, state law has  suspended the reporting  of state indicators on  the 2021 Dashboard  per 2021 CA School  Dashboard	2021-2022 CCI:  Not Reported In 2022  per 2022 CA School  Dashboard	2022-2023 CCI: TBD Summer 2023	At least 60% of student identified as Prepared for College and Career as identified by the CA School Dashboard
A-G completion as a percentage	2019-2020 88% of graduating seniors have met A-G requirements	2020-2021 97% of graduating seniors have met A-G requirements	2022-2023 97% of graduating seniors have met A-G requirements	2023–2024 TBD Summer 2024	95% of graduating seniors will have completed all A-G requirements
Implementation of CCSS/NGSS curriculum	100% of courses are using CCSS/NGSS aligned curriculum	100% of courses are using CCSS/NGSS aligned curriculum	100% of courses are using CCSS/NGSS aligned curriculum	100% of courses are using CCSS/NGSS aligned curriculum	Maintain 100% of courses using CCSS/ NGSS aligned curriculum
SBAC ELA  Meeting or Exceeding the State Standard	2019-2020  Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard	2020-2021 61.05% Meeting or Exceeding the State Standard	2021-2022 44.78% Meeting or Exceeding the State Standard	2022-2023 TBD Summer 2023	60% or more proficient (2021 state avg: 59.24%)

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
SBAC Math Meeting or Exceeding the State Standard	2019-2020 2019–20 results are not available due to the suspension of testing as a result of the novel coronavirus disease 2019 (COVID-19	2020-2021 51.06% Meeting or Exceeding the State Standard	2021-2022 38.09% Meeting or Exceeding the State Standard	2022-2023 TBD Summer 2023	40% or more proficient (2021 state avg: 34.6%)

# Actions

Action #	Title	Description	Total Funds	Contributing
1	Textbook and curriculum	<ul> <li>Purchase of new textbooks aligned to the CCSS and NGSS or approved by Advanced Placement</li> <li>Math curriculum adoption Illustrative Math</li> <li>Science Curriculum in Biology and Chemistry to be NGSS aligned</li> <li>Continued use of curriculum to support EL students (licenses and consumables)</li> <li>Naviance curriculum for advisory to continue college and career mindset and readiness</li> <li>Supplemental materials but not limited to digital/technological materials supporting academic needs of our students</li> </ul>	\$125,000	N
2	CCSS aligned assessments	Use of Common Assessments aligned to CCSS in math and ELA given no less than two times per year	\$5,000	N
3	Academic Supports and Interventions	<ul> <li>After School Paraprofessional &amp; Tutoring Support</li> <li>UPchieve</li> <li>Kahoot</li> <li>EdPuzzle</li> <li>IXL</li> </ul>	\$250,000	Y

Action #	Title	Description	Total Funds	Contributing
		<ul> <li>Further development and refinement of Multi-Tiered Support System with Safety Nets and Student Support Team meetings</li> <li>Additional academic course sections in Math and ELA</li> </ul>		
4	Course Offerings	<ul> <li>SAT preparation curriculum for 11th grade students to support strong academic skills and a college-going culture</li> <li>Use of an online course provider (Edgenuity) to supplement and expand credit recovery courses offered in the summer and during the school year</li> <li>Additional resume building support and interview preparation for post-secondary</li> <li>Maintaining two language course options for each following schoolyear</li> </ul>	\$45,000	N
5	English Language Development	<ul> <li>English 3D curriculum to better address learning gaps for EL students and those who are below grade level in English.</li> <li>Designated ELD instruction to newcomer students and those scoring a level 1 or 2 on the ELPAC.</li> <li>Additional DEI course to support EL students</li> <li>Continue to offer a small, ELD specific support period within the academic day.</li> </ul>	\$50,000	Y
6	Special Education	<ul> <li>Special Education service providers, including RSPs, counselors, and related services providers</li> <li>Continue to provide push-in services when appropriate to support students in mainstreamed classes</li> <li>Continue to provide an Academic Support class for students who need the additional intervention</li> </ul>	\$65,000	N
7	Personnel	Additional paraprofessional tutorials to support the MTSS academic intervention program and offering intensive support for struggling learners who are behind in math and ELA	\$90,000	N

Action #	Title	Description	Total Funds	Contributing
8	Technology	<ul> <li>1:1 Technology for students</li> <li>Hotspots for internet accessibility</li> <li>Continue to provide teachers with training on high quality technology programs and integrations to support their instruction and student skill development</li> </ul>	\$45,000	N

#### **Goal Analysis for 2022**

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

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

Overall, the actual implementation of the actions within Goal 1 closely matched the plan. Intensive professional development was utilized by faculty and staff for curriculum design, data analysis, student and parent engagement and technology resources. As a result, teachers use assessment data within the framework of the professional learning communities to drive their instruction and interventions. Campus administration is responsible for ensuring implementation goals are met based on performance reports.

Targeted intervention has been occurring through small group and individual instruction based on performance indicators and ability within class lessons and activities. The afterschool/enrichment program focuses on student's comprehension in Reading, Mathematics and Science standards. Workshops have been organized to support staff with learning action plans for students and parents.

The school continues to focus on improving SBAC results as professional development is consistently provided in Advance Placement instruction and student academic progress. Formative/summative assessments drive instructional planning necessary to increase student achievement and performance. Common Core State Standards are used for developing pacing guides for core content departments along with EL Core Standards. This allowed teachers to provide daily feedback to students and communicating results to parents/guardians.

Technology updates in all classrooms increase technological implementation increasing student abilities to increase real world applications within lessons. Our 1:1 for student technology programs enables students to explore and research content beyond the school setting and increase progress monitoring measures by teachers for scaffolding, interventions monitoring and goal setting.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for John Henry High School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

Professional Development is focused on academic rigor and the use of supplemental materials and programs to support Common Core implementation. Academic rigor not limited to, standards aligned lessons and assessments, differentiated instruction, DOK levels, and mastery of academic vocabulary and closely aligned with Advance placement professional development and classroom standards. The overall effectiveness of these actions/services will increase instructional time, streamline lesson planning, and support campus data driven collaborations. Oakland Unified SELPA providers ensure compliance in holding all IEPs on time and hold teachers accountable for submitting present levels data for each IEP, SST/MTSS, or Section 504 Plan meeting. Throughout the SST/MTSS, Intervention plan, progress monitoring and special education referral process allows information to be shared and stored more efficiently. District staff works with staff assisting in modifying lessons for special education students and proceed with teaching and the curriculum accordingly.

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

No changes have been made to this goal.

#### Goal 2

Goal #	Description
2	Hire and retain a High Quality Teaching Staff who are developed, supported and cultivate a shared sense of community.

## An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 6.

As the country-wide teacher shortage continues, it remains challenging to fill vacancies of credentialed and excellent teachers. With more than half of teachers leaving the profession within the first five years, our highest leverage point is focusing on developing and retaining the teachers that we already have employed. To prevent this exodus, teachers need to feel safe and supported. They need to feel that they are being provided the necessary tools to do their jobs well, and they need to feel like they have continued opportunities to learn, grow, and develop professionally.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Instructional staff retention from previous school year	39% of teachers retained from 19-20 to 20-21	63% of teachers retained from 20-21 to 21-22	50% of teachers retained from 21-22 to 22-23	2023-2024 TBD Fall 2023	At least 75% retention from the previous year
Quantity and retention of paraprofessionals	Paraprofessionals, 100% retention from previous years	Paraprofessionals, 66% retention from previous year	Paraprofessionals, 100% retention from previous year	2023-2024 TBD Fall 2023	Maintain at least 3 Paraprofessionals with a 66% retention
Staff expressing satisfaction with professional support and development	2020-2021 88% of staff expressed satisfaction with professional support and development	2021-2022 65% of staff expressed satisfaction with professional support and development	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	At least 90% report being "satisfied" or "very satisfied" with the scope and depth of provided professional development and support
Teacher credentials	2019-2020 SARC: 65% Fully credentialed	2020-2021 SARC: 71% Fully credentialed (not included on SARC)	2022-2023 SARC: TBD Summer 2023	2023-2024 SARC: TBD Summer 2024	100% of teachers considered fully credentialed, as reported on SARC
Teacher Sense of Safety and School Connectedness as a Percentage	2020-2021 96% of staff report feeling safe from harm while at school and 96% of staff report that they work in a cooperative and team- oriented environment	2021-2022 95% of staff report feeling safe from harm while at school and 91% of staff report that they work in a cooperative and teamoriented environment	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	At least 90% report feeling safe and at least 85% report feeling a sense of belonging

### Actions

Action #	Title	Description	Total Funds	Contributing
1	Teacher Hiring & Retention	<ul> <li>Partner with Recruitment Team to hire and retain highly qualified credentialed teachers and paraprofessionals and further develop retention efforts</li> <li>Talent Manager will execute and participate in teacher recruitment fairs in and around the Bay Area, California, and the West Coast</li> <li>Qualifying teachers will be supported through Induction in order to clear their credentials</li> </ul>	\$20,000	N
		<ul> <li>Continued development and implementation of AMPS Career Path process for staff advancement</li> </ul>		
2	Professional Development	<ul> <li>All staff will have professional growth and development plans, monthly observations and coaching, and review of weekly lesson plans</li> <li>All staff teaching core subjects will participate in professional development aligned to CCSS and/or NGSS at least three times during the schoolyear</li> <li>All staff teaching AP will be trained in the delivery of AP course content</li> <li>Provide professional development strategies to support the academic success and social, emotional health of all students.</li> <li>Support supplemental resources such as, but not limited to digital/technological materials/resources to support the academic needs of our students</li> <li>Provide professional development and support for the use of the interim/SBAC/CAASPP/NWEA assessments</li> </ul>	\$25,000	N
3	EL Focus Professional Development and Support	<ul> <li>At least one professional development workshop relevant to working with English Language Learners</li> <li>ELD Specialist works with teachers—co-planning, observations. And coaching included</li> </ul>	\$20,000	Y
4	Staff Workshops	<ul> <li>At least three staff workshops on analyzing Interim Assessment results and using data to inform instruction</li> <li>Provide professional development in the use of restorative practices.</li> <li>Increase the number of teachers trained to support SEL Learning</li> </ul>	\$25,000	

#### Goal Analysis for 2022

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

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

All actions/services are being implemented for goal 2. Ed-Join, LinkedIn and other hiring platforms are used for increasing our networking program to attract prospective employees to apply for different job positions. Highly Qualitied Teachers (HQT) teacher interviews are to ensure that teachers are fully credentialed and experts in their content. Professional development occurs throughout the year through content specific training, workshops, and meetings to improve instruction and elevate creativity in lessons.

Our FTS/ELAC meetings provide parents/guardian opportunities to give input and stay informed regarding the school's English Learner program and services. Professional development is provided to teachers to support language and academic support, as determined by ELPAC proficiency, and standardized and formative assessment results, are enrolled in English Language Development (ELD) courses. The ELD program offers intensive instruction in English language reading, comprehension, listening, speaking, and writing to prepare for the upcoming ELPAC examination. Continuous training is provided on ELPAC and are redesigning our ELA and ELL plans for student success. This action increased participation in intensive instructional boot camps focusing on speaking, writing, and reading including language development.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for Oakland Charter High School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

Professional Development is provided ensuring implementation and goal analysis meet ELPAC projections and redesignation. EL students in grades 9-12 who need extra support are enrolled in English Language Development class in addition to their core English class to increase comprehension. The overall effectiveness of the actions/services to ensure students' progress towards English Language Proficiency contributes to maximizing instruction time, improving student performance and achievement, and targeting intervention based on student work products, informal assessment results, and formal assessments.

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

No changes have been made to this goal.

#### Goal 3

Goal #	Description
3	Create an engaged parent community that is invested in and connected to the school culture and academic program.

### An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 3 and 6.

The pandemic has created rifts between families and schools. Despite the efforts of our administration and teachers, families were less connected this year simply by not being able to be on campus, not able to meet teachers in person, and not able to attend the community events that we have historically hosted. Because of this, it is critical that we double down on our engagement of parents in order to recreate an engaged parent community. Parents have also provided vast amounts of input on this goal and we want to align this goal to their needs.

#### **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Participation of families at events and/or meetings throughout the school year	2020-2021 65% of families have participated in an event and/or meeting at least once this year	2021-2022 55% of families have participated in an event and/or meeting at least once this year	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	100% of families participate in at least one event and/or meeting throughout the year
Parents/ guardians responding to annual YouthTruth survey	2020-2021 37% of parents responded to annual YouthTruth survey	2021-2022 11% of parents responded to annual YouthTruth survey	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	70% of parents/ guardians responding to annual YouthTruth survey
Parents reporting that they feel valued by the school	2020-2021 86% of families who responded to survey reported that they feel valued by the school	2021-2022 77% of families who responded to survey reported that they feel valued by the school	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	90% of families reporting that they feel valued by the school

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Rate of families reporting that they feel empowered to play a role in decision-making at the school	2020-2021  74% of parents who responded to survey reported that they feel empowered to play a role in decision-making at the school	2021-2022 63% of parents who responded to survey reported that they feel empowered to play a role in decision-making at the school	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	80% of parents reporting that they feel empowered to play a role in decision-making at the school
Parents sense of	2020-2021	2021-2022	2022-2023	2023-2024	95% of families
representation and involvement in parent/family groups such as FST, ELAC, and other committees	76% of families who responded to survey reported that they feel represented by parent/family groups such as the FST, ELAC, and other committees	65% of families who responded to survey reported that they feel represented by parent/family groups such as the FST, ELAC, and other committees	TBD Summer 2023	TBD Summer 2024	reporting that they feel represented by parent/family groups such as the FST, ELAC, and other committees
Percentage of families feeling safe and a sense of school connectedness	2020-2021  88% of families who responded to survey said that their child's learning environment is safe  82% of parents who responded to survey reported that they feel engaged with the school	79% of families who responded to survey said that their child's learning environment is safe 74% of parents who responded to survey reported that they feel engaged with the school	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	95% of families responding that their child's learning environment is safe 90% of parents responding that they feel engaged with the school

## Actions

Action #	Title	Description		Contributing
1	Post-Secondary Parent Engagement	Hold at least 4 informational sessions for families to allow for parental input on school related matters and to educate parents on academic programs that relate to student success after high school		N
2	Parent Survey	<ul> <li>Develop a mid-year and an end-of-year parent survey to provide more avenues for families to express their opinions and concerns</li> </ul>	\$2,000	N
3	Parent Orientations	<ul> <li>Hold an open-house in the Fall for families to review Parent-Family Handbooks, school-wide goals, expectations, rules, and norms</li> <li>Hold at least 2 orientations in the summer and early fall for new, incoming families to give an overview of high school programs</li> </ul>	\$5,000	N
		<ul> <li>Hold at least 2 technology specific parent sessions to support access to progress monitoring tools such as PowerSchool, Naviance, and Kickboard</li> </ul>		
4	Outreach Coordinator	<ul> <li>Continue to leverage our Outreach Coordinator to support families and increase parent voice and involvement.</li> <li>Community outreach time and service to assist our most vulnerable populations and weekly attendance monitoring and communication with school administrators.</li> </ul>	\$30,000	Y
		Parent Teacher Home Visits (Community Walks)		
		Translation and Interpretation Services		
5	EL and SPED Parent Engagement	<ul> <li>Maintain ELPAC participation in school advisory council meetings and community nights.</li> <li>Increased communication between ELD teacher and families</li> <li>Maintain strong parent to resource and administration team connection through regular meetings and progress monitoring of students.</li> </ul>	\$20,000	N

#### **Goal Analysis for 2022**

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

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

All actions/services are being implemented for goal 4. Along with the Board of Directors, governance and oversight is also provided by Family, Student and Teacher (FST), which consists of parents, students and staff members make decisions and recommendations curriculum, instructional practices, campus culture, and other school-related issues. Oakland Charter High School's school culture is collaborative and inclusive. Staff members take pride in conducting themselves in a professional and respectful manner during interactions with students, parents, and the public. Community outreach is a continuous attribute for creating action plans for increasing student supports and to increase parent involvement. Social/emotional counseling is offered and contracted with local providers for students struggling with issues that may be preventing them from attending school on time each day.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for John Henry High School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference

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

The overall effectiveness of the actions/services to achieve the articulated in annual measurable goals for the 2021-2022 school year.

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

No changes have been made to this goal.

#### Goal 4

Goal #	Description
4	Create a safe, inclusive, and welcoming school climate where students are engaged and supported by staff members who are committed to the academic and socio-emotional well-being of all students.

Local Control and Accountability Plan

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#### An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 3, 5, and 6.

Students returning from a year of distance learning are in need of a safe and supportive environment now more than ever. We want to help students to reacclimate to the high expectations and college mindset of our campus. It is important that our teachers and staff are prepared to attend to our students' socio-emotional needs in addition to their academic needs.

### **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Students expressing a sense of belonging and support at the school	2020-2021 57% of students who responded to annual survey reported that they feel part of the school's community 76% of students who responded to annual survey reported that teachers are willing to give extra help on school work if they need it	2021-2022  46% of students who responded to annual survey reported that they feel part of the school's community  66% of students who responded to annual survey reported that teachers are willing to give extra help on school work if they need it	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	80% of students reporting that they feel part of the school's community 90% of students reporting that teachers are willing to give extra help on schoolwork if they need it
Students expressing a belief that respect is commonplace at the school	2020-2021 82% of students who responded to annual survey reported that adults in the school treat students with respect 71% of students who responded to annual survey reported that most students a the school are friendly	2021-2022 69% of students who responded to annual survey reported that adults in the school treat students with respect 67% of students who responded to annual survey reported that most students a the school are friendly	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	90% of students reporting that adults in the school treat students with respect  80% of students reporting that most students a the school are friendly

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Students expressing that they enjoy coming to school on a regular basis	2020-2021 40% of students who responded to annual survey reported that they enjoy school most of the time	2021-2022 49% of students who responded to annual survey reported that they enjoy school most of the time	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	70% of students reporting that they enjoy school most of the time
Percent of students responding to YouthTruth survey	2020-2021 94% of students submitted responses to YouthTruth survey	2021-2022 95.5% of students submitted responses to YouthTruth survey	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	98% of students submitting responses to Youth Truth survey
Percent of students reporting they feel safe at school	2020-2021 77% of students who responded to annual survey reported feeling safe during school	2021-2022 63% of students who responded to annual survey reported feeling safe during school	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	90% of students reporting feeling safe during school
Suspension rate as a percentage	2019-2020 Suspension Rate: 2.7%	2020-2021 Suspension Rate: 0%	2021-2022 Suspension Rate: 6.7%	2022-2023 Suspension Rate: TBD Summer 2023	Maintain below 3%
Expulsion rate as a percentage	2019-2020 Expulsion: 1 Expulsion rate: 0.3%	2020-2021 Expulsion: 0	2021-2022 Expulsion rate: 0.0%	2022-2023 Expulsion rate: TBD Summer 2023	Maintain less than 1%
Attendance Rate as a percentage	2019-2020 94% attendance rate as measured by annual report	2020-2021 attendance rate as measured by annual report	2021-2022	2022-2023 TBD Summer 2023	96% attendance rate as measured by annual report

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
4-year Adjusted Cohort Graduation Rate as a percentage	2019-2020 83.1% 4-year Adjusted Cohort Graduation Rate as measured by CA Dataquest (97.5% 5-year Cohort Graduation Rate)	2020-2021 74.3% 4-year Adjusted Cohort Graduation Rate as measured by CA Dataquest (N/A) 5-year Cohort Graduation Rate)	2021-2022 74.4% 4-year Adjusted Cohort Graduation Rate as measured by CA Dataquest (78.4% 5-year Cohort Graduation Rate)	2022-2023 TBD Summer 2023	90% 4-year Adjusted Cohort Graduation Rate as measured by CA Dataquest
Graduating seniors accepted into a 4-year college/ university as a percentage	2019-2020 88% of graduating seniors admitted to a 4-year college/ university	of graduating seniors admitted to a 4-year college/ university	of graduating seniors admitted to a 4-year college/ university	2023-2024 TBD Summer 2024	95% of graduating seniors admitted to a 4-year college/ university
Graduation Rate as a percentage	2020-2021: 99%	2021-2022:%	2022-2023:%	2022-2023 TBD Summer 2023	Maintain 96% or above
High School dropout rate	2019-2020 4.6%	2020-2021 5.8%	2021-2022 3.9%	2022-2023 TBD Summer 2023	Maintain less than 5
Chronic Absenteeism Rate as a percentage	2019-2020 Not calculated by CA Dataquest	2020-2021 12.7% Chronic Absenteeism Rate as measured by CA Dataquest	2021-2022 25.9% Chronic Absenteeism Rate as measured by CA Dataquest	2022-2023 TBD Summer 2023	Less than 10% Chronic Absenteeism Rate as measured by CA Dataquest
Facilities in good repair	2020 SARC: Good Status	2021 SARC: Good Status	2022 SARC: Good Status	2023 SARC: TBD Summer 2024	Maintain Good Status or above as reported on SARC

### Actions

Action #	Title	Description	Total Funds	Contributing
1	School Counselor	<ul> <li>School psychologist/wellness counselor to meet with students experiencing non- academic problems.</li> </ul>		Y
		<ul> <li>Social Emotional Learning (SEL) programs</li> </ul>		
2	School-wide Assemblies	<ul> <li>Hold at least one school-wide assembly that focuses on student achievement</li> <li>Hold at least two school-wide assemblies that focus on developmentally appropriate social/emotional concerns (e.g., bullying, cyber-bullying, peer pressure, sexual education, drug and alcohol abuse, etc.)</li> <li>Hold at least two grade-level assemblies (one in Fall and one in Spring) to address specific class challenges and celebrate class accomplishments</li> </ul>	\$3,000	N
		<ul> <li>Hold at least two pep rallies (one in Fall and one in Spring) to build camaraderie and continue to build Wildcat pride</li> </ul>		
3	School Supplies	<ul> <li>Purchase school-themed supplies that support college-readiness skills and healthy life-long habits (e.g., water bottles, agendas, folders, athletic apparel, yearbooks etc.)</li> </ul>	\$50,000	N
4	College Advisors	<ul> <li>Provide a college-readiness advisory class to 12th grade students to teach and help seniors through the college and financial aid application process</li> </ul>	\$75,000	
		<ul> <li>Purchase and maintain a SEL and College Advising curriculum to be implemented during the Advisory period</li> </ul>		
5	Youth Truth Survey	<ul> <li>Youth Truth Survey: Leverage Youth Truth license to survey parents, students, and teachers and assess whether we need to make program changes to support learning loss.</li> </ul>	\$5,000	N
		Provide opportunities for students to attend colleges in California		Y
6	Field Trips & college and career readiness student activities.	<ul> <li>Providing field trips and other activities related to promoting a college going culture</li> </ul>	\$40,000	
		<ul> <li>Provide field trips to visit industry related experiences and work-based learning for pathway students</li> </ul>		

### **Goal Analysis for 2022**

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

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

All actions/services are being implemented for goal 5. John Henry High School's school safety plan reviewed and adopted by the FST, and Amethod Board of Directors maintains a safe learning and working environment for all students and employees. In addition, staff training on the school site safety and zero-tolerance policy for violent and dangerous behaviors ensure policies and regulations are followed and assessed. Each employee has been fingerprinted in accordance with applicable laws. Along with that, students must have parent permission to take medication at school. The creation of a caring community for learners on our campus is imperative to establish a line of communication for issues and concerns before conflicts or safety risks occur.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for John Henry High School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

Professional Development in Social Emotional Learner promotes faculty and staff abilities to recognize opportunities for success for all students. This enables staff to increase their knowledge in leadership, problem-solving skills and post-secondary accomplishments. Our Academic and Wellness Counselors meet with parents, students, and administration to set targeted goals in the areas of Academic, and Career and Post-Secondary along with job readiness opportunities. The overall effectiveness of the actions/services to ensure students have a voice and community members to contribute to furthering student success and preparation.

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

No changes have been made to this goal.

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

Local Control and Accountability Plan

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

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
	N/A

Required Percentage to Increase or Improve Services for the LCAP Year

Iı	rojected Percentage to Increase or improve Services for the Coming School lear	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
N	/A	N/A	N/A	N/A

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

### **Required Descriptions**

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

Unduplicated funds will be principally directed to low-income and English Learners, the majority of the JHHS student body. The JHHS student body is comprised of 85% unduplicated students, therefore the needs of English learners and low-income students comprise the needs of the majority of JHHS students and represent the focus of our actions. The funds will be effective in increasing and improving the level of academic support and interventions, professional development, SEL supports, and continue to build our robust MTSS system. We will use funds to hire and maintain our Counselor, Dean of Students, and College Advisor to increase and improve the support students need who are experiencing challenges, develop, manage, and support the climate and culture programs, along with guiding students through the college and financial aid process. Additionally, the funds will be used for our outreach coordinator to support families of unduplicated students and increase parent voice and involvement. In addition, this role will assist our most vulnerable populations with weekly attendance monitoring and communication with school administrators to decrease chronic absenteeism.

The goals and actions provided throughout the LCAP are identified for all students. Given that 85% of our population is unduplicated, the actions listed below are principally directly toward increasing or improving outcomes for our English learners, low-income students and foster youth (when applicable):

- Goal 1, Action 3: Academic Supports and Interventions
- Goal 1, Action 5: English Language Development
- Goal 2, Action 3: EL Focus Professional Development
- Goal 3, Action 4: Outreach Coordinator
- Goal 4, Action 1: School Personnel
- Goal 4, Action 5: School Counselor

#### Goal 4, Action 6: SEL

These actions are being provided on a school-wide basis and we expect that all students will benefit from the implementation of supports and interventions, PD, support from our school counselor, and the continued implementation and focus on SEL.

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

The minimum proportionality percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils is 25%. This proportionality percentage will be met through a combination of targeting the increased LCFF funds towards supports that disproportionately target unduplicated pupils. Each goal's intent is to focus our services toward our unduplicated pupils as we believe centering our work on our students furthest from the center will benefit all students. These services are highlighted by principally directing our actions toward our unduplicated populations, which include improving and increasing our intervention and acceleration services, increasing staff to support SEL and well-being, improving our MTSS and PBIS programs, and improving the services provided by our counseling staff. In addition, the school will increase the amount and rigor of the EL professional development provided to teachers enabling all staff to increase their ability to provide a rigorous, culturally relevant, and ELD standards aligned curriculum.

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

[Provide description here]

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	[Provide ratio here]	14.8:1

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of certificated staff providing direct services to students	[Provide ratio here]	21.7:1

#### **Instructions**

Plan Summary

**Engaging Educational Partners** 

Goals and Actions

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

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

#### **Introduction and Instructions**

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

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

- Comprehensive Strategic Planning: The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- Meaningful Engagement of Educational Partners: The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- Accountability and Compliance: The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - o Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

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

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

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

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

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

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

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

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

# **Plan Summary**

## **Purpose**

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

### **Requirements and Instructions**

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

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

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

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

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

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

• Monitoring and Evaluating Effectiveness: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

#### **Engaging Educational Partners**

## **Purpose**

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

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

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

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

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

### **Requirements and Instructions**

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

# **Local Control and Accountability Plan:**

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

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

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

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

**Prompt 2**: "A summary of the feedback provided by specific educational partners."

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

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

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

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics

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

#### **Goals and Actions**

# **Purpose**

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

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

### **Requirements and Instructions**

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

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

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

• Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

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

### Focus Goal(s)

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

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

#### **Broad Goal**

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

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

## Maintenance of Progress Goal

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

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

# Required Goals

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

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <a href="https://www.cde.ca.gov/fg/aa/lc/">https://www.cde.ca.gov/fg/aa/lc/</a>.

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

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

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

improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

# Measuring and Reporting Results:

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

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

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

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

## Complete the table as follows:

- Metric: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 1 Outcome: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 2 Outcome: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 3 Outcome: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "Measuring and Reporting Results" part of the Goal.

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

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

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

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

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

## Goal Analysis:

Enter the LCAP Year.

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

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

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

# **Purpose**

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

# **Requirements and Instructions**

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

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

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

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

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

**Total Percentage to Increase or Improve Services for the Coming School Year:** Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

### Required Descriptions:

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

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

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

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

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

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

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

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

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

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

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

### For School Districts Only:

#### **Actions Provided on an LEA-Wide Basis:**

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

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

#### **Actions Provided on a Schoolwide Basis:**

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

# Complete the table as follows:

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

#### **Action Tables**

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

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

• Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

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

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

## **Data Entry Table**

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

- LCAP Year: Identify the applicable LCAP Year.
- 1. Projected LCFF Base Grant: Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).
  - See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
- 2. Projected LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- 3. Projected Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- LCFF Carryover Percentage: Specify the LCFF Carryover Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- Total Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover Percentage. This is the percentage by

which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- Goal #: Enter the LCAP Goal number for the action.
- Action #: Enter the action's number as indicated in the LCAP Goal.
- Action Title: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- Contributing to Increased or Improved Services?: Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - o **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - o **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - o **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- Total Personnel: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- LCFF Funds: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - o **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
- Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.
- Federal Funds: Enter the total amount of Federal Funds utilized to implement this action, if any.
- Total Funds: This amount is automatically calculated based on amounts entered in the previous four columns.
- Planned Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
    - For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

### **Contributing Actions Table**

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

## **Annual Update Table**

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

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

### **Contributing Actions Annual Update Table**

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

- 6. Estimated Actual LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- Estimated Actual Expenditures for Contributing Actions: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- Estimated Actual Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - O Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

#### **LCFF Carryover Table**

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

#### **Calculations in the Action Tables**

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

#### **Contributing Actions Table**

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

### Contributing Actions Annual Update Table

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

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
  - o This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - o This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)
- 7. Total Estimated Actual Expenditures for Contributing Actions
  - o This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
  - o This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
  - o This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

# LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
  - o This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover Percentage from the prior year.

- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
  - o This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
  - o If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

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

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

California Department of Education January 2022

# **Local Control and Accountability Plan**

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oakland Charter Academy	Philip Ellingberg Site Director	pellingberg@amethodschoools.org (510) 719- 7810

# **Plan Summary 2023-2024**

# **General Information**

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

Oakland Charter Academy is the oldest charter school in the city of Oakland and is the flagship school of the Amethod Public Schools organization. It opened in 1994 and is the fourteenth charter school authorized in the State of California. Located in the Fruitvale District, OCA is the only National Blue Ribbon School in East Oakland. In the past 20 years, OCA has doubled in size and serves a predominantly Hispanic/Latino population but also has small numbers of African-American, Asian-American, Arab-American and White American students. OCA offers a Common core aligned curriculum for math and English language arts. OCA focuses on supporting CCSS instruction that is aligned to the significant shifts prompted the nationwide shift to the common core. We promote and are in the process of fully implementing the Reading Apprenticeship model and utilizing Close Reading as a consistent powerful practice to provide sustained and consistent academic growth for all the students we serve.

2-3 hours of homework is assigned each night; homework packets are assigned for each holiday break. OCA offers a three-week summer session each year to ensure students are prepared as they move forward through middle school.

OCA offers an After School Education and Safety (ASES) program that is aligned with, and does not repeat the content of regular school day and other extended learning opportunities. A safe physical and emotional environment is provided, as well as opportunities for relationship building, This after school program consist of the two elements below and ASES program leaders work closely with school site principals, staff and Family Staff Team (FST) members to integrate both elements with the school's curriculum, instruction, and learning support activities. CA's educational and literacy element provides tutoring and/or homework assistance and is designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities are implemented based on local student needs and interests.

OCA's educational enrichment element offers a wide array of additional services, programs, and activities that reinforce and complement the school's academic program. Examples are positive youth development strategies, recreation and prevention activities. Such activities involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work

preparation activities; community service-learning; and other youth development activities based on student needs and interests. These enrichment activities are, at times, designed to enhance the core

Family Staff Team (FST) members to integrate both elements with the school's curriculum, instruction, and learning support activities.

OCA's educational and literacy element provides tutoring and/or homework assistance and is designed to help students meet state standards in one or more of the following core academic subjects:

reading/language arts, mathematics, history and social studies, or science. A broad range of activities are implemented based on local student needs and interests.

OCA's educational enrichment element offers a wide array of additional services, programs, and activities that reinforce and complement the school's academic program. Examples are positive youth development strategies, recreation and prevention activities. Such activities involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. These enrichment activities are, at times, designed to enhance the core curriculum.

Comprehensive implementation of balanced literacy and MTSS is in implementation and development. OCA believes in providing academic and behavioral support that grows students. We have begun the process of developing consistent learning cycles and cycles of inquiry that develop long term growth and operations for school improvement and thus teacher, family, and student retention by providing the highest

# **Reflections: Successes**

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

Oakland Charter Academy (OCA) is committed to getting students on grade level in math and ELA. In recent years, the school has made progress towards this goal through a number of successes. Firstly, OCA has implemented Emerging Data Driven Instruction practices, which involves teacher course teams completing item level analysis and corrective instruction to address gaps experienced due to Covid. This allows teachers to identify areas where students are struggling and provide targeted support to help them catch up. Secondly, NWEA scores show that OCA is growing in ELA. This indicates that the school's efforts to improve student performance in ELA are paying off, and that students are making significant gains in this subject. Thirdly, OCA has increased parent engagement and developed parent workshops on supporting literacy and math at home. This helps parents to better support their children's learning and ensures that students receive consistent support both in and out of the classroom.

# **Reflections: Identified Need**

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

While OCA has seen success in several areas, there are still some needs that the school is working to address. One of these needs is for more credentialed single subject teachers. The school has had to rely on long-term substitutes and non-credentialed teachers to fill positions, which can impact the quality of instruction that students receive. Another need that OCA is working to address is the availability of more enrichment electives for students. While the school offers a variety of extracurricular activities, such as sports and music, there is a desire for more options that can engage students and help them develop skills in areas such as the arts or technology. OCA is also in the process of implementing more restorative practices, which focus on building relationships and repairing harm rather than traditional discipline methods. This approach can help create a more positive school culture and reduce the number of students who are suspended.

# **LCAP Highlights**

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

Our 2021-2024 LCAP is divided into four distinct goals that aim to elevate the quality of education at our school. The goals are as follows:

- Goal 1: Ensure all students are college and career ready by offering a rigorous, college-preparatory curriculum with appropriate academic interventions and support.
- Goal 2: Foster a positive school climate that promotes student engagement and encourages a sense of safety, inclusivity, and belonging for all students and staff.
- Goal 3: Build a strong partnership with parents and the community by actively engaging them in school activities, programs, and services.
- Goal 4: Provide students with access to relevant technology, while teaching them digital citizenship, research, and information fluency skills.

To achieve these goals, we have outlined specific actions in our LCAP, including:

- Offering high-quality professional development and support for teachers and paraprofessionals in English Language Development, English Language
  Arts, SBE Approved Curriculum, Common Core State Standards, and BTSA.
- Employing an Instructional Dean to provide additional academic support and acceleration for our students.
- Providing telehealth medicine wellness programs to address chronic absenteeism among students and families.
- Maintaining a Bilingual Community Outreach Coordinator to offer advocacy, home visits, and resources for families.
- Purchasing cutting-edge technology hardware, such as Swyvle Camera and live streaming equipment, to improve the quality of instruction for our students.

# **Comprehensive Support and Improvement**

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

#### Schools Identified

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

Oakland Charter Academy

# Support for Identified Schools

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

Due to the fact that over 90% of our students come from a low income household and 75% of OCA's students are English Language Learners (ELLs), with a majority being Spanish speakers, and an increasing number of Arabic-speaking students, the primary focus of this LCAP is to reinforce and assess our commitment to providing a free and appropriate education for all students who are operating below what is considered proficient by the state of California. To support our eligible schools in developing comprehensive support and improvement plans, OCA will focus on professional development to provide instruction that supports ELLs and diverse learners through a balanced literacy approach that is tailored to the needs of our Spanish and Arabic-speaking populations. We will revamp our current services to deliver models that address current needs through either push-in support or developing an ELD block or if through a needs-based assessment, provide a Spanish or Arabic Language Arts class to develop academic growth in our EL students' L1. We will continue to develop Multi-Tiered Systems of Support (MTSS) that support all learners' academic and behavioral needs. We will develop a learning cycle around targeted academic intervention and the delivery of small group instruction across the school to provide more targeted support in the least restrictive environment for all students: the general education classroom that has significant levels of tiered support. Finally, we will develop lesson plans that meet the needs of all learners through professional development on consistent and effective differentiation and the use of research-based practices for reading and math instruction that support students who operate significantly below grade level, who have been identified as ELLs or who have an identified learning disability. Our goal is to provide equitable opportunities for all students to achieve academic success.

# Monitoring and Evaluating Effectiveness

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

To ensure that the plan to support student and school improvement is effective, OCA will implement a comprehensive monitoring and evaluation process. This process will involve regular collection and analysis of various data points, such as student grades, classroom assessments, ELPAC results, and standardized test scores (CAASPP, NWEA). The data will be analyzed at both the class and student levels to ensure that OCA is meeting the needs of all students, including EL students and those from diverse backgrounds. In addition to data analysis, OCA will also conduct regular check-ins with teachers and staff to assess the implementation and effectiveness of the plan. This will provide an opportunity to identify areas for improvement and make

necessary adjustments to ensure that the plan is meeting the needs of all students. Overall, OCA is committed to continuously monitoring and evaluating the plan to support student and school improvement to ensure that all students have access to high-quality education and are able to achieve academic success.

# **Engaging Educational Partners**

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

To ensure that our LCAP truly reflected the needs and goals of our school community, we engaged with a broad range of stakeholders through multiple avenues despite the challenges posed by the return from distance learning and all of the challenges exasperated and highlighted by the COVID-19 pandemic. We consulted with key stakeholder groups such as the parents and families, teachers, admin team, and students throughout the engagement process. Our engagement process began the winter of 2020 and included a thorough analysis of our school's data to better understand where we stand and gather information to address concerns moving forward. We also provided a platform for our stakeholders to discuss topics that impact the school, such as learning during the pandemic, the current social climate, and the return to in-person learning. We held stakeholder engagement meetings and provided multiple formats for participation to ensure that every voice was heard. This approach was especially helpful during distance learning, and we will continue to prioritize stakeholder engagement as we move forward with our LCAP implementation. By engaging our educational partners throughout the process, we can ensure that our LCAP truly reflects the needs and goals of our school community.

# A summary of the feedback provided by specific educational partners.

During consultations with specific educational partners, including students, families, and staff members, a few trends emerged and influenced the creation of the LCAP for the coming year. The following feedback was provided:

- Students expressed the need for more support in the areas of mental health and wellness. They emphasized the importance of providing additional resources to support their emotional needs.
- Families requested more comprehensive support to address the needs of all students, including those who are socio-economically disadvantaged, English learners, and students with disabilities.
- Staff members emphasized the need for additional technology support to ensure that all students have access to online learning resources and to stay relevant in the growing technical needs of the job field. They also suggested that professional development opportunities be provided to improve teacher proficiency in using technology for instruction.

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

Specific input from our educational partners had a significant impact on the development of the LCAP, particularly in the following areas:

Goal 1, Action 4: Intervention and Acceleration: Our stakeholders emphasized the need for continued identification, analysis, and prioritization of instructional interventions and acceleration, primarily directed towards English Learners for reclassification and support, SPED/T1 and T2 students based on multiple sources of academic assessment data. This feedback helped us refine our approach to meet the needs of our diverse student population.

Goal 3: Parent Support and Engagement: Our educational partners stressed the importance of creating an engaged parent, student, staff, and overall community population that is fully invested in and actively connected to the school community and academic program. This input helped us design strategies to foster meaningful partnerships with families and increase parent involvement in school activities.

Goal 4: Increased student access to technology: Our stakeholders highlighted the need to provide access to relevant technologies to all students while educating them in Digital Citizenship, Research, and Information Fluency to equip them with skills for the 21st century. This feedback influenced the development of our technology plan, which aims to ensure equitable access to technology for all students and prepare them for success in a rapidly changing world.

# **Goals and Actions**

# Goal #1

Goal #	Description
Goal #1	College and Career Readiness for All: Provide an academically rigorous, common core aligned college preparatory program with academic support and interventions for students' academic development.

An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities: 1, 2, 4

It is critical that our students leave with the knowledge and skills that will enable them to be successful in high school and beyond. A strong academic program is an essential piece of this preparation, and its efficacy must be regularly monitored via assessment systems that provide multiple data points. Finally, a robust intervention system must be in place to respond to those students who are not demonstrating success on said assessments.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Instructional staff retention	20-21: 79% of core teachers returning	21-22: 70% of core teachers returning	22-23: 45% of staff retained	Data coming 2024	100% of core teachers returning
Appropriately assigned instructional staff	2019 SARC: 70% fully credentialed	21-22: 70% fully credentialed	22-23: 18% of staff credentialed	Data coming 2024	100% Fully credentialed
Standards-aligned curriculum for all students for all core subjects	20-21: 100%	21-22: 100%	22-23: 100%	Data coming 2024	Maintain 100%
Math SBAC % Meeting or Exceeding	Baseline data coming pending 2021 results	22-23: 13%	Not yet available	Data coming 2024	3-year outcome pending baseline data.

ELA SBAC % Meeting and Exceeding	Baseline data coming pending 2021 results	22-23: 13%	Not yet available	Data coming 2024	3-year outcome pending baseline data.
EL Progress % of students moving up at least one level as measured by ELPAC	2019 CA School Dashboard: 43.9% making progress towards English language proficiency	2021 CA School Dashboard 43.3%	Not yet available	Data coming 2024	55% or higher of ELs making progress toward proficiency as measured by the CA School Dashboard
RFEP Rate as a percentage	2020 RFEP Rate: 6.6%	>4%		Data coming 2024	15% or higher
Facility Report	2019 SARC: Exemplary Rating	2021 SARC: Exemplary Rating	2022 SARC: Exemplary Rating	Data coming 2024	Maintain an exemplary rating as reported by the SARC
7 Broad course of study	100% of students, including EL, Low-income, Foster Youth, and students with special needs were offered a broad course of study including ELA, Math, Science, Social Science, PE, and Art	100% of students, including EL, Low-income, Foster Youth, and students with special needs were offered a broad course of study including ELA, Math, Science, Social Science, PE, and Art	This year we were unable to offer art during school due to staffing shortage.	Data coming 2024	maintain 100%

# **Actions**

Action #	Title	Description	Total Funds	Contributing
1	Staff Development & Support	Provide high quality staff development & support for teachers and paraprofessionals for the development and instructional practices in ELD/ELA, SBE Approved Curriculum, CCSS, BTSA	\$ 8000.00	N

2	Teammate Retention	Partner with Recruitment Team to hire and retain highly qualified credentialed teachers and paraprofessionals and further develop retention efforts	\$ 4000.00	N
3	Coaching & Support	Provide high quality coaching and support via coaches (CPT/Consultants) utilizing professional growth plans, weekly observations, lesson plans, feedback, and film sessions.	\$ 20000.00	N
4	Intervention & Acceleration	Continued identification, analyzation and prioritization of instructional interventions and acceleration primarily directed to English Learners for reclassification and support, SPED/T1 and T2 students based on multiple sources of academic assessment data.	\$ 3000.00	Y
5	Assessments & Programs	Provide high quality assessment/supplemental programs and curriculum for varied students based on academic/assessment data during and through intercessions and after school programs.	\$ 5000.00	N
6	Library	Purchase and develop school libraries according to model library standards as well as classroom leveled readers.	\$1000.00	N
7	Additional Staff	Hire and Instructional Dean to support with additional academic support and acceleration	\$85000.00	Y

# Goal Analysis for 2023-2024

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

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

Funding from state and federal funding sources allowed us to offer additional 1-1 support for our most vulnerable students and students receiving special education services. Increase in student activities to promote student retention and attendance.

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

Not Yet Available

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

Our socioeconomically disadvantaged students received 1-1 and small group support throughout the year. English Learners also received support during the integrated and designated times with the ELD teacher, in addition to the scaffolding strategies and classroom support during their core classes. Teachers received professional development to increase students' engagement and participation in the classroom. Students received leveled classroom libraries that contain high interest topics. Truant students and families attended meetings, received Independent Study Plans when needed.

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

We also used the ESSER and ELOP funds to support our most vulnerable students. We noticed that all implemented activities (see below), help students maintained or improved their academic achievement by subgroups as follows:

Maintained scores: All students in reading and math, FRL in reading and math, SPED in reading and math.

Improved scores: English Learners in Reading, Asian in Reading and Math, and Latinx in reading and math.

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

# Goal #2

Goal #	Description
2	Positive School Climate and Student Engagement: Create a safe, inclusive, and welcoming school climate where students and staff
_	are engaged and fully invested in students' academic, health and socio-emotional learning.

An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 3, 5, and 6.

Students returning from a year of distance learning are in need of a safe and supportive environment now more than ever. We want to help students to re-acclimate to the high expectations and college mindset of our campus. We will continue to focus our attention on the social

emotional and well-being of our scholars as we welcome everyone back to campus. We will continue our efforts put into place this year to ensure our site is a safe place for staff and scholars and all safety and health protocols are being followed. We will emphasize our SEL program for both adults and students alongside a culturally responsive MTSS program.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance rate as a percentage	20-21 ADA: 97%	86.37%	89%	Data coming 2024	Maintain above 97%
Suspension rate as a percentage	2020-21 Suspension Rate: 0%	>2%	0%	Data coming 2024	Maintain 0%
Expulsion rate as a percentage	2019-2020: 0%	0%	0%	Data coming 2024	Maintain 0%
Percentage of students reporting Positive School Climate on Mid- Year and End of Year Student Surveys	19-20 Survey data: 92%	Not Yet Available	Not yet available	Data coming 2024	Maintain 92% or higher
Chronic Absenteeism as a percentage	18-19: 14.8%	31.88%	52%	Data coming 2024	Less than 10%

# **Actions**

Action #	Title	Description	Total Funds	Contributi ng
1	MTSS & PBIS	Further develop MTSS, PBIS Activities and provide staff development via analysis of Youth Truth and Dashboard data	\$ 1000.00	Y
2	Assemblies	Quarterly grade level and school-wide educational assemblies addressing topics such as: bullying, growth mindset, digital citizenship,	\$ 1000.00	N

		mind and body health, neighborhood safety and programs addressing equity and social justice.		
3	Team Building	Quarterly team building events such as outdoor field days or community clean up days that promote a sense of school community.	\$ 1000.00	N
4	Engagement Activities	Provide engagement activities/field trips offering parent education, awareness and purchase materials honoring students, families.	\$ 1000.00	N
5	Communication	Provide multiple levels of communication platforms and educational materials for parent awareness, recognition and education.	\$ 1000.00	N
6	Mental Health	Provide Mental Health Curriculum and programs, community resources for families and students.	\$ 2000.00	N
7	Safety Materials	Provide safety materials necessary to support hybrid/remote instruction	\$ 1000.00	N
8	School Themed Materials	Purchase school themed materials for development of overall engagement/spirit	\$ 20000.00	N
9	Facility Safety	Ensure safety of grounds and facilities by providing preventative measures such as video cameras, vaping detectors, security gates, etc.	\$ 10000.00	N
10	Wellness Counselor or Behavior Therapist	Provide a School Wellness counselor or Behavior Therapist to support overall mental health for students	\$ 50000.00	Y
11	Telehealth Wellness Programs	Provide telehealth medicine wellness programs for students and families to reduce chronic absenteeism	\$ 1000.00	N
12	SART Training & Support	Provide training and support resource for SART in an effort to reduce chronic absenteeism	\$ 1000.00	N
13	Class Dojo	Implement and use Class Dojo to engage students throughout the day.	\$ 1000.00	N

# Goal Analysis for 2023-2024

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

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

Social emotional learning (SEL) implementation made a significant difference in the lives of students by helping them develop important skills and
competencies such as self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. We will continue our
efforts put into place this year to ensure our site is a safe place for staff and scholars and all safety and health protocols are being followed.
We will emphasize our SEL program for both adults and students alongside a culturally responsive MTSS program.

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

There was a minor difference between what was budgeted and estimated due to the increase of teachers new to the profession.

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

OCA has a positive school culture..

The Counseling and Student Support Team has begun to develop emerging practices in support of positive student behavior and culture and climate.

OCA has begun to implement consistent PBIS and MTSS best practices school wide that support a restorative culture for minor misbehaviors, but still implementing the Commitment to Distinction.

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

A minimum of two assemblies were planned. This goal and associated metric and actions/services were incorporated into the broader Goal 2 "Positive School Climate and Student Engagement". Additional emphasis was placed on actions to foster relationship building across grades levels.

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

#### Goal #3

Goal # Description

3

Parent Support and Engagement: Create an engaged parent, student, staff and overall community population that is fully invested in and actively connected to the school community and academic program.

An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 3 and 6.

The pandemic has created rifts between families and schools. Despite the efforts of our administration and teachers, families were less connected this year simply by not being able to be on campus, not able to meet teachers in person, and not able to attend the community events that we have historically hosted. Because of this, it is critical that we double down on our engagement of parents in order to

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of parents reporting satisfaction with parent communication and engagement on Mid-Year and End of Year Parent Surveys	2019-2020 Survey Data: 86%		Not yet available	Data coming 2024	Maintain 90% or higher
Average parent attendance rates at school events and parent/teacher conferences	2019-2020: School Events: 30% 2019-2020: Parent/Teacher Conferences: 90%	2020-2021: School Events: 12% 2019-2020: Parent/Teacher Conferences: 80%	2021-2022: School Events: 18% 2019-2020: Parent/Teacher Conferences: 94%	Data coming 2024	School Events: 75% or above  Parent/Teacher Conferences: Maintain 90% or above

Percentage of	2019-2020: 50%	21-22: 50%	22-23: 58%	Data coming 2024	75% or higher
parents logging on to					
Parent Portal					

#### **Actions**

Action #	Title	Description	Total Funds	Contributi ng
1	Parent Workshops	Provide Parent Education Workshops and curriculum for families in the areas of College and Career, Mental Health, Parent Education etc.	\$ 1000.00	N
2	Bilingual Community Coordinator	Maintain Bilingual Community Outreach Coordinator to provide advocacy/home visit and resources for families	\$ 26000.00	Y
3	Community Partnerships	Partner with local community for educational history and field trips, community service projects	\$ 1000.00	N
4	Family Access to Hybrid Instruction	Provide families with materials to access high quality hybrid/remote instruction	\$ 1000.00	Y

# Goal Analysis for 202-2024

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

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

The reintroduction of the community building events faced obstacles due to ongoing concerns related to the pandemic. The initial plan for traditional inperson events had to be adjusted to accommodate hybrid or fully virtual options. This shift required additional planning and coordination, as well as investment in technology and resources to facilitate online engagement effectively. While the intention was to recreate the sense of community and connection that these events had fostered in the past, the virtual format posed new challenges in terms of maintaining the same level of interaction and engagement. Ensuring a seamless experience for both in-person and remote participants became a priority, requiring careful consideration of technical requirements, logistics, and participant feedback.

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

There are material differences between the budgeted expenditures and estimated actual expenditures, as well as planned percentages of improved services and estimated actual percentages of improved services, within the framework of the LCAP (Local Control and Accountability Plan) that was not

created by our current Oakland Charter Academy's Leadership Team. One notable difference lies in the budgeted allocation for Classroom Dojo, a resource that was initially planned to be utilized but is no longer widely used within the education community. Despite the budget allocation for this tool, its effectiveness and relevance have diminished, resulting in a gap between the budgeted expenditure and the actual utilization and impact of Classroom Dojo on improving services. Furthermore, the presence of a bilingual community coordinator within your organization, while valuable, differs from the envisioned plan. Instead of having a coordinator specifically dedicated to your organization, the bilingual community coordinator operates organization-wide. This deviation from the original plan may have implications for the level of support and resources available to your organization's specific needs and goals. Additionally, there has been no progress on facilitating family access to hybrid instruction, despite it being part of the planned improvements in services. This gap between the planned percentage of improved services and the estimated actual percentage indicates a lack of advancement in ensuring that families have the necessary access and support to participate in hybrid instructional models. This shortfall may be attributed to various factors, such as technological limitations, resource constraints, or unforeseen challenges in implementation.

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

The budgeted expenditure for Classroom Dojo, which was initially planned as a resource to improve services, has not resulted in the anticipated progress. Since Classroom Dojo is no longer widely used within the education community, it suggests that the allocation of funds for this tool may not have yielded the desired impact on achieving the set goals. The deviation from the envisioned plan regarding the bilingual community coordinator also indicates a potential limitation in making progress toward the goals. While having a bilingual community coordinator is valuable, the fact that this role is organization-wide rather than specific to your organization raises concerns about the level of tailored support and resources available. This divergence from the original plan may have affected the coordinator's ability to effectively address the specific needs and goals of your organization, potentially hindering progress. Furthermore, the lack of progress in facilitating family access to hybrid instruction signifies a gap between the planned improvement and the actual outcomes achieved. This suggests that the actions implemented to enhance access and support for families in participating in hybrid instruction have not been effective. Potential challenges, such as technological limitations or resource constraints, may have impeded the successful implementation of this initiative.

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

Recognizing the importance of digital tools and resources in the modern education landscape, the planned goal has been shifted to prioritize digital support for families. This includes providing them with the necessary technical training and resources to effectively utilize and support their students in their educational journey. By equipping families with digital skills, they can actively engage with online platforms, access relevant educational materials, and support their children's learning in the digital realm. To measure the effectiveness of these efforts, new metrics have been introduced. These metrics focus on assessing the level of digital proficiency among families, the frequency of their engagement with online resources, and the impact of their involvement on student academic performance. By tracking these metrics, it will be possible to evaluate the progress and effectiveness of the implemented actions in achieving the desired outcomes.

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

## Goal #4

Goal #	Description
4	Increased student access to technology: Provide access to relevant technologies to all students while educating students in Digital Citizenship, Research, and Information Fluency to equip them with skills for the 21st century.

An explanation of why the LEA has developed this goal.

Now more than ever we felt the need to include a technology goal. While the pandemic created an environment that required us to provide a device for every student and wifi access to families lacking sufficient access, we have seen there is still a need to further develop our access to technology and build the capacity for both students and adults on campus. We will do this through additional technology purchases and training to ensure both students and staff can not only access the technology, but excel in its capabilities.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student to device ratio	20-21 Data: 1:1 student to device ratio	1:1	1:1	Data coming 2024	Maintain 1:1 ratio
Percentage of classrooms with dedicated audio/video equipment	20-21 Data: 100%	100%	100%	Data coming 2024	Maintain 100%
Percentage of teachers regularly utilizing technology in the classroom	2019-2020: 80%	100%	100%	Data coming 2024	Increase to 100% of teachers regularly utilizing technology in the classroom

## **Actions**

Action #	Title	Description	Total Funds	Contributi ng
1	Student Devices	Provide chromebooks/tablets, hotspots, earphones for all students	\$ 20000.00	Υ
2	Software for Students	Purchase appropriate software to increase student access to core curriculum and monitor student usage.	\$ 20000.00	Υ
3	Tech Training	Provide staff and students training in the use of technology and different software platforms.	\$ 2000.00	N
4	Tech Purchase	Purchase technology hardware for high quality cutting edge instruction including devices like Swyvle Camera and other live streaming equipment.	\$ 5000.00	Y
5	Software for Safety Guidelines	Provide software platforms to help adhere to C-19 safety guidelines during morning, afternoon formations/dismissal	\$ 2000.00	N

# **Goal Analysis for 2023-2024**

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

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

N/A

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

N/A

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

The outline tech purchase allowed us to ensure that we maintained a 1:1 ratio with our devices and students. We also invested in improving our infrastructure and staff devices to meet the greeted tech needs identified by the pandemic.

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

N/A

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

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2022-2023

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$2,466,800	N/A

#### Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year		LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
29.13%	0%	\$0	29.13%

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

# **Required Descriptions**

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

Unduplicated funds will be principally directed to low-income and English Learners, the majority of the OCA student body. The OCA student body is comprised of 88% unduplicated students, therefore the needs of English learners and low-income students comprise the needs of the majority of OCA students and represent the focus of our actions. The funds will be effective in increasing and improving the level of academic support and interventions, professional development, SEL supports, and continue to build our robust MTSS system. We will use funds to hire an additional Dean of Instruction to increase the amount of instructional support teachers will receive along with providing teachers more access to culturally relevant curricular materials and ensure all staff are trained in culturally responsive, equitable practices. Additionally, the funds will be used to support student and family access to technology and softwares to build their technology capacity.

The goals and actions provided throughout the LCAP are identified for all students, given that 88% of our population is unduplicated, however, the actions listed below are principally directly toward increasing or improving outcomes for our English learners, low-income students and foster youth (when applicable):

Goal 1, Action 4: Intervention and Acceleration

Goal 1, Action 7: Additional Staff

Goal 2, Action 1: MTSS and PBIS

Goal 2, Action 10: Wellness Counselor/Behavior Therapist

Goal 3, Action 2: Bilingual Community Coordinator

Goal 3, Action 4: Family Access to Hybrid Instruction

Goal 4, Action 1: Student Devices

Goal 4, Action 2: Software for Students

These actions are being provided on a school-wide basis and we expect that all students will benefit from the implementation of supports and interventions, PD, support from our school counselor, and the continued implementation and focus on SEL.

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

The minimum proportionality percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils is 29%. This proportionality percentage will be met through a combination of targeting the increased LCFF funds towards supports that disproportionately target unduplicated pupils. Each goal's intent is to focus our services toward our unduplicated pupils as we believe centering our work on our students furthest from the center will benefit all students. These services are highlighted by principally directing our actions toward our unduplicated populations, which include improving and increasing our intervention and acceleration services, increasing staff to support SEL and well-being, improving our MTSS and PBIS programs, and improving the services provided by our wellness counselor and behavior therapist. In addition, OCA will increase the access families have to technology and hybrid instruction, along with increasing student access to devices and computer programs to increase academic outcomes.

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

N/A

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:27
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:30

## Instructions

Plan Summary

**Engaging Educational Partners** 

Goals and Actions

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

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

## Introduction and Instructions

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

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

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

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

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

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

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

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

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

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

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

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

# **Plan Summary**

## **Purpose**

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

## **Requirements and Instructions**

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

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

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

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

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

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

# **Engaging Educational Partners**

## **Purpose**

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

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

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g.,

schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

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

# **Requirements and Instructions**

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

#### **Local Control and Accountability Plan:**

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

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

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

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

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

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

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

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

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

# **Goals and Actions**

## **Purpose**

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

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

# **Requirements and Instructions**

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

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

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

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

## Focus Goal(s)

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

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

#### **Broad Goal**

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

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

#### Maintenance of Progress Goal

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

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

### Required Goals

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

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <a href="https://www.cde.ca.gov/fg/aa/lc/">https://www.cde.ca.gov/fg/aa/lc/</a>.

Consistently low-performing student group(s) goal requirement: An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the

needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- ☐ **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- Explanation of why the LEA has developed this goal: Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

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

- Low-performing school(s) goal requirement: A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- ☐ **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- Explanation of why the LEA has developed this goal: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

#### Measuring and Reporting Results:

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

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

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

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

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

Year 3 Outcome: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.

data applies, consistent with the instructions above.

Desired Outcome for 2023–24: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "Measuring and Reporting Results" part of the Goal.

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

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

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

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

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

#### Goal Analysis:

Enter the LCAP Year.

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

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

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

## **Purpose**

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

## **Requirements and Instructions**

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

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

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

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

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

**Total Percentage to Increase or Improve Services for the Coming School Year:** Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

#### Required Descriptions:

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

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

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

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

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

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

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

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

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

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

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

#### For School Districts Only:

#### **Actions Provided on an LEA-Wide Basis:**

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

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

#### **Actions Provided on a Schoolwide Basis:**

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

#### Complete the table as follows:

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

## **Action Tables**

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

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

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

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

Dat	a Entry Table
	Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be ded. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:
	LCAP Year: Identify the applicable LCAP Year.
	<b>1. Projected LCFF Base Grant</b> : Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 <i>CCR</i> Section 15496(a)(8).
	See <i>EC</i> sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
	2. Projected LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
	<b>3. Projected Percentage to Increase or Improve Services for the Coming School Year:</b> This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 <i>CCR</i> Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
	<b>LCFF Carryover — Percentage:</b> Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
	<b>Total Percentage to Increase or Improve Services for the Coming School Year:</b> This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

☐ Table 5: LCFF Carryover Table (for the current LCAP Year)

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to services provided to all students in the coming LCAP year.			
Goal #: Enter the LCAP Goal number for the action.			
Action #: Enter the action's number as indicated in the LCAP Goal.			
Action Title: Provide a title of the action.			
Student Group(s): Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.			
Contributing to Increased or Improved Services?: Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is <b>not</b> included as contributing to meeting the increased or improved services.			
If "Yes" is entered into the Contributing column, then complete the following columns:			
<ul> <li>Scope: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the</li> </ul>			

Unduplicated Student Group(s): Regardless of scope, contributing actions serve one or more unduplicated student groups.
 Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more

- Location: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- ☐ **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

unduplicated student groups.

	Total Personnel: Enter the total amount of personnel expenditures utilized to implement this action.			
	<b>Total Non-Personnel</b> : This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.			
	<b>LCFF Funds</b> : Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).			
	<ul> <li>Note: For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.</li> </ul>			
	Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.			
	Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.			
	Federal Funds: Enter the total amount of Federal Funds utilized to implement this action, if any.			
	<b>Total Funds</b> : This amount is automatically calculated based on amounts entered in the previous four columns.			
Planned Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis to und students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learn and/or low-income students.				
	As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved  Services, the LEA must describe the methodology that it used to determine the centribution of the action towards the propertional.			

Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000.

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

# **Contributing Actions Table**

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

## **Annual Update Table**

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

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

# **Contributing Actions Annual Update Table**

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

- 6. Estimated Actual LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- ☐ **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- ☐ **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## **LCFF Carryover Table**

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

#### **Calculations in the Action Tables**

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

### Contributing Actions Table

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

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

#### **Contributing Actions Annual Update Table**

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

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

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

#### LCFF Carryover Table

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

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

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

California Department of Education January 2022



## **Notice**

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

OCA- Lcap Action Tables 22-23.xlsx

## **Notice**

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

OCA- Lcap Action Tables 2023-2024.xlsx

### **Local Control and Accountability Plan**

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oakland Charter High School	Malcolm McArthur, Site Director	mmcarthur@amethodschools.org 510-436-0101

### Plan Summary 2022

#### **General Information**

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

Over the past 14 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 are sending our eleventh round of students to college and career opportunities of their choice in the spring of 2022. 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. Our Multi-Tiered System of Supports (MTSS) ensures that students are met at their current level and provides the personalized support they need to support them to succeed and achieve excellence. We have a network of para-professional educators and tutors who offer individualized support and keep in touch with families weekly to provide regular support, encouragement, and feedback. Through our MTSS program we monitor and mediate student

growth and progress. Grade level meetings are held each month to share best practices, discuss possible intervention methods, and create action plans for teachers and students. The school will meet its mission by working in collaboration with all stakeholders.

Our student body is representative of our location, and we strive to provide all of our students with equitable access to student services, activities, and enrichment programs to support their growth and success. We currently serve 418 students, and our current race/ethnic breakdown is approximately 58% Hispanic, 32% Asian, 6% African American, and 3% White. OCHS has 19% English Language Learners, 78% of our students are Socio-economically Disadvantaged, and 9% of our students have learning disabilities.

OCHS is known for having a strong college-going culture. We require all students to take classes that will allow them to meet A-G requirements. Over the course of the last three years, we have dramatically expanded our course offerings to ensure our students are able to meet those requirements while having a variety of elective and AP courses from which to choose. Under the guidance of our college advising team, 99% of our seniors applied to a four - year university. We are committed to providing one-on-one college application assistance to all of our seniors. With an understanding that college acceptance is just one element in the success of the students we serve, we have developed a strong program supporting our students and their families to navigate the complex financial assistance programs available. We hold Cash for College evening events and assist our students and families to fill out FAFSA and Dream Act applications. Moreover, we follow up with each student individually to ensure completion of these crucial documents.

We use research-based teaching methodologies 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, and cooperation. At OCHS, 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 environment is provided for all students.

### **Reflections: Successes**

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

OCHS continues to reflect on the successes and the learning gap and placed additional priorities within the social emotional learning, literacy and math instruction, and small group and individual learning sessions to meet student needs. We continued to monitor our attendance intervention program to support our students and families that suffered from chronic absenteeism and other barriers that would increase student interest. Student engagement, teaching and learning, SEL and ELD/EL professional development provide tools to staff and teachers to ensure student needs are being met daily.

Additionally, we provided 240 minutes of daily instruction along with during and after school tutorials and enrichment. To promote the climate and culture of high achievers, teachers are required to hold a minimum of three office hours per week with the paraprofessional team. This innovation has resulted in increases in our A-G readiness for our Latino students.

Moreover, OCHS has maintained a positive incline with student attendance for the 2022-2023 academic school year. Our master schedule included an advisory period to assist students needing additional academic and social emotional support during the school day. To support our English Language learners, daily ELD (designated) instruction and campus-wide (integrated) instruction within all classes. Student survey and grade data continue to show that our EL students have advanced in their acquisition of skills and language structures that allow them to experience success in core classes.

Additionally, students reported feeling cared for, appreciated and connected through the small group ELD support class. OCHS teachers and staff engaged in highly relevant weekly professional development in which they examined problems of practice and worked with each other and outside experts to resolve issues as they arose. Continuous adult learning and building connections are essential in ensuring that our teachers and staff developed the capacity for and competency in the delivery of instruction. Finally, this year 98% of OCHS graduates are A-G ready, and of those 100% applied to at least one four-year college or university. The college acceptance rate for the class of 2023 is 98%.

During the 2021-2022 school year, Oakland Charter welcomed back our students on campus after 18 months of online learning. During the summer of 2021 we reflected on what was needed for students and teachers to feel safe and prepared for in-person learning. What resulted was that we developed three areas of focus for the year—supporting student safety, both physically and socio emotionally, supporting teachers with tools to engage students in the classroom, and outreach to parents to keep them informed and involved in the school year when it comes to their students and our school community.

#### **Reflections: Identified Need**

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

An explicit focus on social emotional learning and school culture, a strong MTSS process to identify student needs, and strong classroom-based interventions.

Continued use our online course provider (Edgenuity) to supplement and expand credit recovery courses offered in the summer and during the school year.

Purchase additional textbooks and workbooks aligned to the CCSS and NGSS or approved by Advanced Placement

Continued support for the school psychologist/wellness counselor to meet with students experiencing non- academic problems

Hiring additional staff to support the MTSS academic intervention program and offering intensive support for struggling learners who are behind in math.

Continued support for our Link Leader program to ensure that freshmen students transitioning to high school feel connected to their peers, school and our mission and values.

Increase student access to STEM classes, expanding our Creative Technologies program, Statistics and Environmental Science programs to include AP course offerings

### **LCAP Highlights**

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

Our new 2021-2024 LCAP is organized into 4 goals:

- Goal 1: Provide High Quality Curriculum, Assessment, and Intervention Systems that Promote College and Career Readiness and the Acquisition of 21st Century Skills
- Goal 2: Hire and retain a High-Quality Teaching Staff who are developed, supported, and cultivate a shared sense of community.
- Goal 3: Create an engaged parent community that is invested in and connected to the school culture and academic program.
- Goal 4: Create a safe, inclusive, and welcoming school climate where students are engaged and supported by staff who are committed to the academic and socio-emotional well-being of all students.

The highlights of the LCAP include: continuing the use of NWEA and other assessments to focus on the specific skills and content still need to meet the standards for their grade level, purchasing curriculum that aligns to standards like Common Core in Math and NGSS in Science, implementation of a robust advisory program which will focus on both College and Career readiness and socio-emotional growth, investing in teacher support by continuing to provide Professional Development and coaching, and increasing opportunities for parent engagement with more community events and parent workshops.

# **Comprehensive Support and Improvement**

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

### **Schools Identified**

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

NA --- Not on CSI

# Support for Identified Schools

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

NA --- Not on CSI

### Monitoring and Evaluating Effectiveness

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

NA --- Not on CSI

### **Engaging Educational Partners**

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

We were able to engage with a broad range of stakeholders, through multiple avenues, to solicit feedback and input on the development of the LCAP. We regularly communicated with our families to gauge their level of satisfaction and obtain data on support learning outcomes.

Throughout our engagement process, we consulted with the following stakeholder groups:

- -SSC and ELAC (The OCHS Parent Student Advisory Council & Family Staff Team)
- -Admin team
- -Teachers
- -Parents
- -Students

The LCAP engagement process began during the fall. During our meetings we look at our school's data as a community to better understand where we are and gather information to address concerns moving forward. We also engaged in topics brought forth by our community. During our meetings we discuss items such as social climate, returning to in person learning, college readiness, A-G readiness, social emotional health and wellness and regular progress towards our goals. In our Community Night meetings, we hold space for our parents, students, and staff to be involved in the conversation through multiple formats.

### A summary of the feedback provided by specific educational partners.

During consultations with students, families, and staff members, a few trends emerged and influenced the creation of the LCAP for the coming year. Those trends include:

- Additional resume building support and interview preparation for post-secondary options through the Advisory program.
- Increasing student to student connection to one another across our diverse racial and ethnic groups. For example, increasing opportunities and supporting collaboration amongst our student clubs Latinx Unidos, Asian Student Alliance and our Black Student Union.
- -Creating empowerment groups representing multiple student cultures to provide a space to come together and mentorship support.
- -Supporting students to develop digital literacy skills.
- -Developing advisory lessons that continue to address -isms, including racism, sexism, genderism so that all students feel safe and supported.

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

We can see where the LCAP was guided by our Stakeholder engagement in the following areas:

- Goal 1, Action 4: Increased Course Offerings OCHS is committed to ensuring that students have access to a wide range of AP and UC Doorways approved standards aligned courses that reflect their interests and provide a clear path toward college preparedness and acceptance.
- -Goal 4: Create a safe, inclusive, and welcoming school climate where students are engaged and supported by staff who are committed to the academic and socio-emotional well-being of all students. Further refining our Advisory program to ensure that it is responsive to the needs of all students and continued support for our student clubs and Link Crew program will support the attainment of our LCAP goal 4.
- Goal 2: Hire and retain High Quality Teaching Staff who are developed, supported, and cultivate a shared sense of community. OCHS has been very successful in supporting our staff. Continued support for teachers and staff including fostering a connection to each other and the school is a priority of the OCHS leadership team.

#### **Goals and Actions**

Goal #	Description
1	Provide High Quality Curriculum, Assessment, and Intervention Systems that Promote College and Career Readiness and the Acquisition of 21st Century Skills.

# An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 1, 2, 4, 7, and 8.

It is critical that our students leave high school with the knowledge and skills that will enable them to be successful in college and beyond. The skills required by the workforce are constantly changing, so we must continue to innovate and adapt so that our students are equipped with a competitive skill set. A strong academic program is an essential piece of this preparation, and its efficacy must be regularly monitored via assessment systems that provide multiple data points. Finally, a robust intervention system must be in place to respond to those students who are not demonstrating success on said assessments.

**Measuring and Reporting Results** 

Metric	Baseline	2021-2022	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CCSS Aligned Instructional Materials	2020-2021: 100% of applicable courses with CCSS/ NGSS aligned Instructional Materials were published within the past 10 years	2021-2022: 100% of applicable courses with CCSS/ NGSS aligned Instructional Materials were published within the past 10 years	2022-2023: 100% of applicable courses with CCSS/ NGSS aligned Instructional Materials were published within the past 10 years	2023–2024 TBD Summer 2024	100% of applicable courses with CCSS/ NGSS aligned Instructional Materials published within the past 10 years
Percentage of students participating in advanced placement exams achieving a score of "3" or higher	2019-2020 52% of students who took an advanced placement exam received a score of "3" or higher	2020-2021 33% of students who took an advanced placement exam received a score of "3" or higher	2021-2022 38% of students who took an advanced placement exam received a score of "3" or higher	2022-2023 TBD Summer 2024	60% of students who take an advanced placement exam receive a score of "3" or higher

Percent of EL students making progress toward proficiency as measured by the CA School Dashboard	Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 Dashboard	2020-2021 There is no data available for this report per 2022 CA School Dashboard	2021-2022  46.3% (High ranking) of English Learners making progress toward English proficiency as reported on the 2022 CA School Dashboard	2022-2023 TBD Summer 2023	Increase to 65% (Very High Ranking) of English Learners making progress toward English proficiency as measured by the CA School Dashboard	
Percent of EL students	2020-2021	2021-2022	2022-2023	2023–2024	At least 25% reclassification rate	
reclassifying each year	Reclassification Rate: 22.3%	Reclassification Rate:	Reclassification Rate: TBD Fall 2024	TBD Summer 2025	reclassification rate	
Percent of students	2020-2021	2021-2022	2022-2023	2023–2024	At least 70% for each	
maintaining proficiency or moving up at least 1	Math: 51.9%	Math:	Math: TBD Summer	TBD Summer 2024	subject	
quintile, as measured	Reading: 42.3%	Reading:	2023			
through NWEA's MAP			Reading: TBD Summer 2023			
College and Career	2019 CA School	2020-2021 CCI:	2021-2022 CCI:	2022-2023 CCI:	At least 60% of student	
Indicator as measured by the CA School Dashboard	Dashboard:  All Students: 65% Prepared Hispanic: 50% FRL: 60% Asian: 80% EL: 40%	Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard	Not Reported In 2022 per 2022 CA School Dashboard	TBD Summer 2023	identified as Prepared for College and Career as identified by the CA School Dashboard	
A-G completion as a	2019-2020	2020-2021	2022-2023	2023–2024	95% of graduating	
percentage	98% of graduating seniors have met A-G requirements	97% of graduating seniors have met A-G requirements	97% of graduating seniors have met A-G requirements	TBD Summer 2024	seniors will have completed all A-G requirements	

Implementation of CCSS/NGSS curriculum	100% of courses are using CCSS/NGSS aligned curriculum	100% of courses are using CCSS/NGSS aligned curriculum	100% of courses are using CCSS/NGSS aligned curriculum	100% of courses are using CCSS/NGSS aligned curriculum	Maintain 100% of courses using CCSS/ NGSS aligned curriculum
SBAC ELA Meeting or Exceeding the State Standard	2019-2020  Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard	2020-2021 53.06% Meeting or Exceeding the State Standard	2021-2022 67.59% Meeting or Exceeding the State Standard	2022-2023 TBD Summer 2023	60% or more proficient
SBAC Math Meeting or Exceeding the State Standard	Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard	2020-2021 8.33% Meeting or Exceeding the State Standard	2021-2022 8.96% Meeting or Exceeding the State Standard	2022-2023 TBD Summer 2023	40% or more proficient

# Actions

Actions				
Action #	Title	Description	Total Funds	Contributing
1	Textbook and curriculum	<ul> <li>Purchase of textbooks. Workbooks and supplement materials aligned to the CCSS and NGSS and/or approved by Advanced Placement</li> <li>Math curriculum supplement materials ((licenses and consumables) aligned Illustrative Math</li> <li>Continued use of curriculum to support EL students (licenses and consumables</li> <li>Supplemental materials but not limited to digital/technological materials supporting academic needs of our students</li> </ul>	\$90,000	N

Action #	Title	Description	Total Funds	Contributing
2	CCSS aligned assessments	<ul> <li>Use of Common Assessments aligned to CCSS in math and ELA given no less than two times per year for grades 9-11.</li> </ul>	\$7,000	N
3	Academic Supports and Interventions	<ul> <li>After School Paraprofessional &amp; Tutoring Support</li> <li>UPchieve</li> <li>Code Nation</li> <li>Kahoot</li> <li>Further development and refinement of Multi-Tiered Support System with Safety Nets and Student Support Team meetings</li> <li>Additional academic course sections in Math and ELA</li> </ul>	\$250,000	Y
4	Course Offerings	<ul> <li>SAT preparation curriculum for 11th grade students to support strong academic skills and a college-going culture</li> <li>Use of an online course provider (Edgenuity) to supplement and expand credit recovery courses offered in the summer and during the school year</li> <li>Additional resume building support and interview preparation for post-secondary</li> <li>Maintaining two language course options for each following schoolyear</li> </ul>	\$90,000	N
5	English Language Development	<ul> <li>English 3D curriculum to better address learning gaps for EL students and those who are below grade level in English.</li> <li>Designated ELD instruction to newcomer students and those scoring a level 1 or 2 on the ELPAC.</li> <li>Continue to offer a small, ELD specific support period within the academic day.</li> </ul>	\$7,000	Y
6	Special Education	<ul> <li>Special Education service providers, including RSPs, counselors, and related services providers</li> <li>Continue to provide push-in services when appropriate to support students in mainstreamed classes</li> <li>Continue to provide an Academic Support class for students who need the additional intervention</li> </ul>	\$85,000	N

Action #	Title	Description		Contributing
7	Personnel	<ul> <li>Additional paraprofessional tutorials to support the MTSS academic intervention program and offering intensive support for struggling learners who are behind in math and ELA</li> </ul>	\$110,000	Y
8	Technology	<ul> <li>1:1 Technology for students</li> <li>Hotspots for internet accessibility</li> <li>Continue to provide teachers with training on high quality technology programs and integrations to support their instruction and student skill</li> </ul>	\$45,000	N
		development		

### Goal Analysis for 2022

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

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

Overall, the actual implementation of the actions within Goal 1 closely matched the plan. Intensive professional development was utilized by faculty and staff for curriculum design, data analysis, student and parent engagement and technology resources. As a result, teachers use assessment data within the framework of the professional learning communities to drive their instruction and interventions. Campus administration is responsible for ensuring implementation goals are met based on performance reports.

Targeted intervention has been occurring through small group and individual instruction based on performance indicators and ability within class lessons and activities. The afterschool/enrichment program focuses on student's comprehension in Reading, Mathematics and Science standards. Workshops have been organized to support staff with learning action plans for students and parents.

The school continues to focus on improving SBAC results as professional development is consistently provided in Advance Placement instruction and student academic progress. Formative/summative assessments drive instructional planning necessary to increase student achievement and performance. Common Core State Standards are used for developing pacing guides for core content departments along with EL Core Standards. This allowed teachers to provide daily feedback to students and communicating results to parents/guardians.

Technology updates in all classrooms increase technological implementation increasing student abilities to increase real world applications within lessons. Our 1:1 for student technology programs enables students to explore and research content beyond the school setting and increase progress monitoring measures by teachers for scaffolding, interventions monitoring and goal setting.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for Oakland Charter High School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

Professional Development is focused on academic rigor and the use of supplemental materials and programs to support Common Core implementation. Academic rigor not limited to, standards aligned lessons and assessments, differentiated instruction, DOK levels, and mastery of academic vocabulary and closely aligned with Advance placement professional development and classroom standards. The overall effectiveness of these actions/services will increase instructional time, streamline lesson planning, and support campus data driven collaborations. Oakland Unified SELPA providers ensure compliance in holding all IEPs on time and hold teachers accountable for submitting present levels data for each IEP, SST/MTSS, or Section 504 Plan meeting. Throughout the SST/MTSS, Intervention plan, progress monitoring and special education referral process allows information to be shared and stored more efficiently. District staff works with staff assisting in modifying lessons for special education students and proceed with teaching and the curriculum accordingly.

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

No changes have been made to this goal.

### Goal 2

Goal #	Description
2	Hire and retain a High-Quality Teaching Staff who are developed, supported and cultivate a shared sense of community.

An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 6

As the country-wide teacher shortage continues, it remains challenging to fill vacancies of credentialed and excellent teachers. With more than half of teachers leaving the profession within the first five years, our highest leverage point is focusing on developing and retaining the teachers that we already have employed. To prevent this exodus, teachers need to feel safe and supported. They need to feel that they are being provided the necessary tools to do their jobs well, and they need to feel like they have continued opportunities to learn, grow, and develop professionally.

### **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Instructional staff retention from previous school year	95% of teachers retained from 19-20 to 20-21	70% of teachers retained from 20-21 to 21-22	40% of teachers retained from 21-22 to 22-23	2023-2024 TBD Fall 2023	At least 75% retention from the previous year
Quantity and retention of paraprofessionals	Paraprofessionals, 70% retention from previous years	Paraprofessionals, 80% retention from previous year	Paraprofessionals, 90% retention from previous year	2023-2024 TBD Fall 2023	At least 75% retention from the previous year
Staff expressing satisfaction with professional support and development	2020-2021 98% of staff expressed satisfaction with professional support and development	2021-2022 78% of staff expressed satisfaction with professional support and development	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	At least 90% report being "satisfied" or "very satisfied" with the scope and depth of provided professional development and support
Teacher credentials	2020-2021 SARC: 90 % Fully credentialed	2021-2022 SARC: 90 % Fully credentialed	2022-2023 SARC: TBD Summer 2023	2023-2024 SARC: TBD Summer 2024	100% of teachers considered fully credentialed, as reported on SARC
Teacher Sense of Safety and School Connectedness as a Percentage	2020-2021  98% of staff report feeling safe from harm while at school and 96% of staff report that they work in a cooperative and team-oriented environment	2021-2022 85% of staff report feeling safe from harm while at school and 80% of staff report that they work in a cooperative and team- oriented environment	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	At least 90% report feeling safe and at least 85% report feeling a sense of belonging

### Actions

Action #	Title	Description	Total Funds	Contributin g
		<ul> <li>Partner with Recruitment Team to hire and retain highly qualified credentialed teachers and paraprofessionals and further develop retention efforts</li> <li>Talent Manager will execute and participate in teacher recruitment fairs in and</li> </ul>		N
1	Teacher Retention	<ul> <li>around the Bay Area, California, and the West Coast</li> <li>Qualifying teachers will be supported through Induction in order to clear their credentials</li> </ul>	\$20,000	
		<ul> <li>Continued development and implementation of AMPS Career Path process for staff advancement</li> </ul>		
		<ul> <li>All staff will have professional growth and development plans, monthly observations and coaching, and review of weekly lesson plans</li> <li>All staff teaching core subjects will participate in professional development aligned to CCSS and/or NGSS at least three times during the schoolyear</li> <li>All staff teaching AP will be trained in the delivery of AP course content</li> </ul>		N
2	Professional Development	<ul> <li>Provide professional development strategies to support the academic success and social, emotional health of all students.</li> </ul>	\$25,000	
		<ul> <li>Support supplemental resources such as, but not limited to digital/technological materials/resources to support the academic needs of our students</li> </ul>		
		<ul> <li>Provide professional development and support for the use of the interim/SBAC/CAASPP/NWEA assessments</li> </ul>		
2	EL Focus	<ul> <li>At least three professional development workshops relevant to working with English Language Learner.</li> </ul>	ФС 000	Y
3	Professional Development	<ul> <li>ELD Specialist works with teachers—co-planning, observations. And coaching included</li> </ul>	\$6,000	
4	Staff Workshops	<ul> <li>At least three staff workshops on analyzing Interim Assessment results and using data to inform instruction</li> <li>Provide professional development in the use of restorative practices.</li> <li>Increase the number of teachers trained to support SEL Learning</li> </ul>	\$25,000	N

### Goal Analysis [2021]

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

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

All actions/services are being implemented for goal 2. Ed-Join, LinkedIn and other hiring platforms are used for increasing our networking program to attract prospective employees to apply for different job positions. Highly Qualitied Teachers (HQT) teacher interviews are to ensure that teachers are fully credentialed and experts in their content. Professional development occurs throughout the year through content specific training, workshops, and meetings to improve instruction and elevate creativity in lessons.

Our FTS/ELAC meetings provide parents/guardian opportunities to give input and stay informed regarding the school's English Learner program and services. Professional development is provided to teachers to support language and academic support, as determined by ELPAC proficiency, and standardized and formative assessment results, are enrolled in English Language Development (ELD) courses. The ELD program offers intensive instruction in English language reading, comprehension, listening, speaking, and writing to prepare for the upcoming ELPAC examination. Continuous training is provided on ELPAC and are redesigning our ELA and ELL plans for student success. This action increased participation in intensive instructional boot camps focusing on speaking, writing, and reading including language development.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for Oakland Charter High School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

Professional Development is provided ensuring implementation and goal analysis meet ELPAC projections and redesignation. EL students in grades 9-12 who need extra support are enrolled in English Language Development class in addition to their core English class to increase comprehension. The overall effectiveness of the actions/services to ensure students' progress towards English Language Proficiency contributes to maximizing instruction time, improving student performance and achievement, and targeting intervention based on student work products, informal assessment results, and formal assessments.

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

No changes have been made to this goal.

### Goal 3

Goal #	Description
3	Create an engaged parent community that is invested in and connected to the school culture and academic program.

### An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 3 and 6.

Although the pandemic has created barriers between families and schools, efforts of our administration and teachers to build a sense of community is prioritize with the actions and services to increase parent involvement. OCHS continues to double down on our engagement of parents in order to provide academic support, outreach and health and wellness to students and families.

### **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023– 24
Participation of families at events and/or meetings throughout the school year	2020-2021 85% of families have participated in an event and/or meeting at least once this year	2021-2022 70% of families have participated in an event and/or meeting at least once this year	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	100% of families participate in at least one event and/or meeting throughout the year
Parents/ guardians responding to annual YouthTruth survey	2020-2021 60% of parents responded to annual YouthTruth survey	2021-2022 40% of parents responded to annual YouthTruth survey	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	70% of parents/ guardians responding to annual YouthTruth survey
Parents reporting that they feel valued by the school	2020-2021 85% of families who responded to survey reported that they feel valued by the school	2021-2022 74% of families who responded to survey reported that they feel valued by the school	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	90% of families reporting that they feel valued by the school

Rate of families reporting that they feel empowered to play a role in decision-making at the school	2020-2021  82% of parents who responded to survey reported that they feel empowered to play a role in decision-making at the school	2021-2022 71% of parents who responded to survey reported that they feel empowered to play a role in decision-making at the school	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	80% of parents reporting that they feel empowered to play a role in decision-making at the school
Parents sense of representation and involvement in parent/family groups such as FST, ELAC, and other committees	2020-2021 85% of families who responded to survey reported that they feel represented by parent/family groups such as the FST, ELAC, and other committees	2021-2022 74% of families who responded to survey reported that they feel represented by parent/family groups such as the FST, ELAC, and other committees	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	95% of families reporting that they feel represented by parent/family groups such as the FST, ELAC, and other committees
Percentage of families feeling safe and a sense of school connectedness	2020-2021  82% of families who responded to survey said that their child's learning environment is safe  75% of parents who responded to survey reported that they feel engaged with the school	2021-2022 71% of families who responded to survey said that their child's learning environment is safe 62% of parents who responded to survey reported that they feel engaged with the school	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	95% of families responding that their child's learning environment is safe 90% of parents responding that they feel engaged with the school

# Actions

Action #	Title	Description	Total Funds	Contributin g
1	Post-Secondary Parent Engagement	<ul> <li>Hold at least 4 informational sessions for families to allow for parental input on school related matters and to educate parents on academic programs that relate to student success after high school</li> </ul>	\$2,500	N
2	Parent Survey	Develop a mid-year and an end-of-year parent survey to provide more avenues for families to express their opinions and concerns	\$2,000	N
3	Parent Orientations	<ul> <li>Hold an open-house in the Fall for families to review Parent-Family Handbooks, school-wide goals, expectations, rules, and norms</li> <li>Hold at least 2 orientations in the summer and early fall for new, incoming families to give an overview of high school programs</li> <li>Hold at least 2 technology specific parent sessions to support access to progress monitoring tools such as PowerSchool, Naviance, and Kickboard</li> </ul>	\$5,000	N
4	Outreach Coordinator	<ul> <li>Continue to leverage our Outreach Coordinator to support families and increase parent voice and involvement.</li> <li>Community outreach time and service to assist our most vulnerable populations and weekly attendance monitoring and communication with school administrators.</li> <li>Parent Teacher Home Visits (Community Walks)</li> <li>Translation and Interpretation Services</li> </ul>	\$30,000	N
6	EL and SPED Parent Engagement	<ul> <li>Maintain ELPAC participation in school advisory council meetings and community nights.</li> <li>Increased communication between ELD teacher and families</li> <li>Maintain strong parent to resource and administration team connection through regular meetings and progress monitoring of students.</li> </ul>	\$12,000	Y

### Goal Analysis for 2022

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

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

All actions/services are being implemented for goal 4. Along with the Board of Directors, governance and oversight is also provided by Family, Student and Teacher (FST), which consists of parents, students and staff members make decisions and recommendations curriculum, instructional practices, campus culture, and other school-related issues. Oakland Charter High School's school culture is collaborative and inclusive. Staff members take pride in conducting themselves in a professional and respectful manner during interactions with students, parents, and the public. Community outreach is a continuous attribute for creating action plans for increasing student supports and to increase parent involvement. Social/emotional counseling is offered and contracted with local providers for students struggling with issues that may be preventing them from attending school on time each day.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for Oakland Charter High School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

The overall effectiveness of the actions/services to achieve the articulated in annual measurable goals for the 2021-2022 school year.

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

No changes have been made to this goal.

#### Goal 4

Goal #	Description
Д	Create a safe, inclusive, and welcoming school climate where students are engaged and supported by staff who are committed to the academic and socio-emotional well-being of all students.

### An explanation of why the LEA has developed this goal.

We developed this goal in alignment with State Priorities 3, 5, and 6.

Students returning from a year of distance learning are in need of a safe and supportive environment now more than ever. We want to help students to reacclimate to the high expectations and college mindset of our campus. It is important that our teachers are prepared to attend to our students' socioemotional needs in addition to their academic needs

**Measuring and Reporting Results** 

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Students expressing a sense of belonging and support at	2020-2021 96% of students who	2021-2022 76% of students who	2022-2023 TBD Summer 2023	2023-2024 TBD Summer	80% of students reporting that they feel
the school	responded to annual survey reported that they feel part of	responded to annual survey reported that they	TBB Sammer 2029	2024	part of the school's community
	the school's community 80% of students who	feel part of the school's community			90% of students reporting that teachers
	responded to annual survey reported that teachers are willing to give extra help on schoolwork if they need it	74% of students who responded to annual survey reported that teachers are willing to give extra help on schoolwork if they need it			are willing to give extra help on schoolwork if they need it
Students expressing a	2020-2021	2021-2022	2022-2023	2023-2024	90% of students
belief that respect is commonplace at the school	92% of students who responded to annual survey reported that adults in the school treat students with respect	76% of students who responded to annual survey reported that adults in the school treat students with respect	TBD Summer 2023	TBD Summer 2024	reporting that adults in the school treat students with respect 80% of students reporting that most
	86% of students who responded to annual survey reported that most students a the school are friendly	74% of students who responded to annual survey reported that most			students a the school are friendly

		students a the school are friendly			
Students expressing that	2020-2021	2021-2022	2022-2023	2023-2024	70% of students
they enjoy coming to school on a regular basis	90% of students who responded to annual survey reported that they enjoy school most of the time	88% of students who responded to annual survey reported that they enjoy school most of the time	TBD Summer 2023	TBD Summer 2024	reporting that they enjoy school most of the time
Percent of students	2020-2021	2021-2022	2022-2023	2023-2024	98% of students
responding to YouthTruth survey	94% of students submitted responses to YouthTruth survey	90% of students submitted responses to YouthTruth survey	TBD Summer 2023	TBD Summer 2024	submitting responses to YouthTruth survey
Percent of students	2020-2021	2021-2022	2022-2023	2023-2024	90% of students
reporting they feel safe at school	94% of students who responded to annual survey reported feeling safe during school	86% of students who responded to annual survey reported feeling safe during school	TBD Summer 2023	TBD Summer 2024	reporting feeling safe during school
Suspension rate as a	2019-2020	2020-2021	2021-2022	2022-2023	Maintain below 3%
percentage	Suspension Rate: 3.2%	Suspension Rate: 0.2%	Suspension Rate: 1.97%	Suspension Rate: TBD Summer 2023	
Expulsion rate as a	2019-2020	2020-2021	2021-2022	2022-2023	Maintain less than 1%
percentage	Expulsion rate: 0.0%	Expulsion rate: 0.0%	Expulsion rate: 0.0%	Expulsion rate: TBD Summer 2023	
Attendance Rate as a	2019-2020	2020-2021	2021-2022	2022-2023	96% attendance rate
percentage	98% attendance rate as measured by annual report	94% attendance rate as measured by annual report	93% attendance rate as measured by annual report	TBD Summer 2023	as measured by annual report

4-year Adjusted Cohort Graduation Rate as a percentage	2019-2020 92.7% 4-year Adjusted Cohort Graduation Rate as measured by CA Dataquest (94.5% 5-year Cohort Graduation Rate)	2020-2021 92.6% 4-year Adjusted Cohort Graduation Rate as measured by CA Dataquest (96.3% 5-year Cohort Graduation Rate)	2021-2022 92.2% 4-year Adjusted Cohort Graduation Rate as measured by CA Dataquest (96.3% 5-year Cohort Graduation Rate)	2022-2023 TBD Summer 2023	90% 4-year Adjusted Cohort Graduation Rate as measured by CA Dataquest
Graduation Rate as a percentage	2020-2021: 99%	2021-2022: 97%	2022-2023:	2023-2024 TBD Summer 2024	Maintain 96% or above
Graduating seniors accepted into a 4-year college/ university as a percentage	2019-2020 96.4% of graduating seniors admitted to a 4-year college/ university	2020-2021 97% of graduating seniors admitted to a 4-year college/ university	2021-2022 97 of graduating seniors admitted to a 4- year college/ university	2022-2023 TBD Summer 2023	95% of graduating seniors admitted to a 4-year college/ university
High School dropout rate	2019-2020 4.6%	2020-2021 5.8%	2021-2022 3.9%	2022-2023 TBD Summer 2023	Maintain less than 5
Chronic Absenteeism Rate as a percentage	2019-2020 Not calculated by CA Dataquest	2020-2021 3.1% Chronic Absenteeism Rate as measured by CA Dataquest	2021-2022 17.9% Chronic Absenteeism Rate as measured by CA Dataquest	2022-2023 TBD Summer 2023	Less than 10% Chronic Absenteeism Rate as measured by CA Dataquest
Facilities in good repair	2020 SARC: Good Status	2021 SARC: Good Status	2022 SARC: Good Status	2023 SARC: TBD Summer 2024	Maintain Good Status or above as reported on SARC

# Actions

				Contributin
Action #	Title	Description	Total Funds	g

1	School Counselor	<ul> <li>School psychologist/school counselor to meet with students experiencing non- academic problems</li> </ul>	\$98,000	Y
		Social Emotional Learning (SEL) programs		
2	Assemblies	<ul> <li>Hold at least one assembly that focuses on student achievement</li> <li>Hold at least two assemblies that focus on developmentally appropriate social/emotional concerns (e.g., bullying, cyber-bullying, peer pressure, sexual education, drug and alcohol abuse, etc.)</li> </ul>	\$3,000	N
3	School Supplies	<ul> <li>Purchase school-themed supplies that support college-readiness skills and healthy life-long habits (e.g., water bottles, agendas, folders, athletic apparel, yearbooks etc.)</li> </ul>	\$50,000	N
4	College Advisors	<ul> <li>Provide a college-readiness advisory class to 12th grade students to teach and help seniors through the college and financial aid application process</li> <li>Purchase and maintain a SEL and College Advising curriculum to be implemented during the Advisory period</li> </ul>	\$75,000	N
5	Youth Truth Survey	<ul> <li>Youth Truth Survey: Leverage Youth Truth license to survey parents, students, and teachers and assess whether we need to make program changes to support learning loss.</li> </ul>	\$5,000	N
6	Field Trips & college and career readiness student activities.	<ul> <li>Provide opportunities for students to attend colleges in California</li> <li>Providing field trips and other activities related to promoting a college going culture</li> <li>Provide field trips to visit industry related experiences and work-based learning for pathway students</li> </ul>	\$40,000	N

# **Goal Analysis for 2022**

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

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

All actions/services are being implemented for goal 5. Oakland Charter High School's school safety plan reviewed and adopted by the FST, and Amethod Board of Directors maintains a safe learning and working environments for all students and employees. In addition, staff training on the school site safety and zero-tolerance policy for violent and dangerous behaviors ensure policies and regulations are followed and assessed. Each employee has been fingerprinted in accordance with applicable laws. Along with that, students must have parent permission to take medication at school. The creation of a caring community for learners on our campus is imperative to establish a line of communication for issues and concerns before conflicts or safety risks occur.

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

The planned budgeted expenditures mirror the actual budgeted expenditures for this goal. Future budgets for this goal are aligned with the actions and services for Oakland Charter High School. Decreased enrollment and significant decreases in LCFF projections would account for a material difference.

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

Professional Development in Social Emotional Learner promotes faculty and staff abilities to recognize opportunities for success for all students. This enables staff to increase their knowledge in leadership, problem-solving skills, and post-secondary accomplishments. Our Academic and Wellness Counselors meet with parents, students, and administration to set targeted goals in the areas of Academic, and Career and Post-Secondary along with job readiness opportunities. The overall effectiveness of the actions/services to ensure students have a voice and community members to contribute to furthering student success and preparation.

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

No changes have been made to this goal.

### Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2022-2023

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$	N/A

Required Percentage to Increase or Improve Services for the LCAP Year

In	rojected Percentage to Increase or approve Services for the Coming School ear	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
	%	0%	\$0	32.43%

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

# **Required Descriptions**

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

Unduplicated funds will be principally directed to low-income and English Learners, the majority of the OCHS student body. The OCHS student body is comprised of 82% unduplicated students, therefore the needs of English learners and low-income students comprise the needs of the majority of OCA students and represent the focus of our actions. The funds will be effective in increasing and improving the level of academic support and interventions, professional development, SEL supports, and continue to build our robust MTSS system. We will use funds to hire and maintain our Wellness Counselor, Dean of Students, and College Advisor to increase and improve the support students need who are experiencing non-academic problems, develop, manage, and support the climate and culture programs, along with guiding 12th grade students through the college and financial aid process. Additionally, the funds will be used for our outreach coordinator to support families of unduplicated students and increase parent voice and involvement. In addition, this role will assist our most vulnerable populations with weekly attendance monitoring and communication with school administrators to decrease chronic absenteeism.

The goals and actions provided throughout the LCAP are identified for all students, given that 88% of our population is unduplicated, however, the actions listed below are principally directly toward increasing or improving outcomes for our English learners, low-income students and foster youth (when applicable):

Goal 1, Action 3: Academic Supports and Interventions

Goal 1, Action 5: English Language Development

Goal 2, Action 3: EL Focus Professional Development

Goal 3, Action 6: EL and SPED Parent Engagement

Goal 4, Action 1: Wellness Counselor

Goal 4, Action 6: School Counselor

These actions are being provided on a school-wide basis and we expect that all students will benefit from the implementation of supports and interventions, PD, support from our school counselor, and the continued implementation and focus on SEL.

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

The minimum proportionality percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils is 27%. This proportionality percentage will be met through a combination of targeting the increased LCFF funds towards supports that disproportionately target unduplicated pupils. Each goal's intent is to focus our services toward our unduplicated pupils as we believe centering our work on our students furthest from the center will benefit all students. These services are highlighted by principally directing our actions toward our unduplicated populations, which include improving and increasing our intervention and acceleration services, increasing staff to support SEL and well-being, improving our MTSS and PBIS programs, and improving the services provided by our wellness counselor and school counselor. In addition, OCHS will increase the amount and rigor of the EL professional development provided to teachers enabling all staff to increase their ability to provide a rigorous, culturally relevant, and ELD standards aligned curriculum.

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

[Provide description here]

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	[Provide ratio here]	1:16
Staff-to-student ratio of certificated staff providing direct services to students	[Provide ratio here]	1:29

### **Instructions**

Plan Summary

**Engaging Educational Partners** 

Goals and Actions

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

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

#### **Introduction and Instructions**

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

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

- Comprehensive Strategic Planning: The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- Meaningful Engagement of Educational Partners: The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- Accountability and Compliance: The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - o Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

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

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

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

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

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

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

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

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

### **Plan Summary**

## **Purpose**

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

### **Requirements and Instructions**

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

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

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

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

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

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

### **Engaging Educational Partners**

## **Purpose**

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

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

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

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

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

# **Requirements and Instructions**

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

### **Local Control and Accountability Plan:**

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

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

- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

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

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

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

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

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

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

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

#### **Goals and Actions**

## **Purpose**

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

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

## **Requirements and Instructions**

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

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

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

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

# Focus Goal(s)

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

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

### **Broad Goal**

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

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

# Maintenance of Progress Goal

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

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

# Required Goals

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

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <a href="https://www.cde.ca.gov/fg/aa/lc/">https://www.cde.ca.gov/fg/aa/lc/</a>.

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

efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

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

- Low-performing school(s) goal requirement: A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- Explanation of why the LEA has developed this goal: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

### Measuring and Reporting Results:

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

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

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

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

#### Complete the table as follows:

- Metric: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 2 Outcome: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 3 Outcome: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "Measuring and Reporting Results" part of the Goal.

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

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

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

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

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

#### Goal Analysis:

Enter the LCAP Year.

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

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

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

#### **Purpose**

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

#### **Requirements and Instructions**

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

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

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

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

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

**Total Percentage to Increase or Improve Services for the Coming School Year:** Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

#### Required Descriptions:

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

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued

into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

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

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

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

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

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

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

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

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

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

#### For School Districts Only:

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#### **Actions Provided on an LEA-Wide Basis:**

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

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

#### **Actions Provided on a Schoolwide Basis:**

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

#### Complete the table as follows:

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

#### **Action Tables**

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

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

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

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

#### **Data Entry Table**

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

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

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

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

the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- LCFF Carryover Percentage: Specify the LCFF Carryover Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- Total Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.
- Goal #: Enter the LCAP Goal number for the action.
- Action #: Enter the action's number as indicated in the LCAP Goal.
- Action Title: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- Contributing to Increased or Improved Services?: Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - o **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - o **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - o **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- Total Personnel: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- LCFF Funds: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - o **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
- Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.
- Federal Funds: Enter the total amount of Federal Funds utilized to implement this action, if any.
- Total Funds: This amount is automatically calculated based on amounts entered in the previous four columns.
- Planned Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
    - For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

#### **Contributing Actions Table**

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

#### **Annual Update Table**

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

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

#### **Contributing Actions Annual Update Table**

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

- 6. Estimated Actual LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- Estimated Actual Expenditures for Contributing Actions: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- Estimated Actual Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - O Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

#### **LCFF Carryover Table**

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

#### **Calculations in the Action Tables**

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

#### **Contributing Actions Table**

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

#### Contributing Actions Annual Update Table

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

• 6. Estimated Actual LCFF Supplemental and Concentration Grants

- o This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - o This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)
- 7. Total Estimated Actual Expenditures for Contributing Actions
  - o This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
  - o This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
  - o This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

#### LCFF Carryover Table

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

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

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

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

California Department of Education January 2022

## **Local Control and Accountability Plan**

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Richmond Charter Academy	Michael Bradley, Site Director	mbradley@amethodschools.org (510) 235-2465

## **Plan Summary 2023**

#### **General Information**

A description of the LEA, its schools, and its students.

At AMPS Richmond Charter Academy, we are committed to our students' academic success and developing a strong community of learners.

Established in 2012, Richmond Charter Academy is located within the boundaries of West Contra Costa Unified School District (WCCUSD) and represents the organization's first school to operate outside of the OUSD umbrella. In its first year of operation, RCA became WCCUSD's highest-performing middle school with an 812 API score, thereby making it the highest performing middle school in the history of WCCUSD, since the inception of the API and Public Schools Accountability Act of 1998.

Richmond Charter Academy 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 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, socioeconomic 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

At AMPS Richmond Charter Academy, we serve over 250 students from sixth through eighth grade. We are committed to our students' academic success and developing a strong community of learners. We serve around 94% Hispanic or Latino, nearly 32% Asian and 2% African American students. Close to 87% of our students are considered socioeconomically disadvantaged, over 6% are students with disabilities, and over 31% of students are multi-language learners. We are committed to our students' academic success and developing a strong community of learners.

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.

Here at RCA, 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.

#### **Core Values**

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

We are proud to offer a wide variety of activities every day for our students through our ASES program including homework help, tutoring, music, art, chess, basketball and self-defense.

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.

#### **Community Oriented Campus**

Families are an integral part of our school and throughout the year we invite them to events including school game nights,, book fairs, food drives, festivals, sports events, student conferences, volunteer days and more!

Turbulent times call 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 support for every child, parent and faculty member. While we are back to fully in-person instruction this year, our schedule contains built in

time for differentiated support and SEL work. Teachers offer office sessions to connect on a level that serves students in individual and small group settings. We are also providing increased mental health services, mindfulness, and social support systems for faculty, students and families. Parent University Nights, Coffee Chats are conducted to ensure students and families receive the information and support necessary to support being successful. After each quarter, homeroom teachers have conferenced with families about their students' grades and how they can continue to grow in the classroom. 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.

#### **Reflections: Successes**

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

Over the past several years Dashboard data indicates that RCA has seen progress. Most recent 2022 Dashboard data indicates increases "significant progress" in the area of our English Learners. Due to last year being the first year of the reimplementation of the dashboard it only serves as a benchmark for which our students are post covid.

Locally, we feel proud to have our students back for in-person learning. We have been able to reconnect students with on campus programs and clubs. While this year has still presented significant challenges of it's own, students and staff both anecdotal report and overwhelming relief to be back on campus for instruction.

#### **Reflections: Identified Need**

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

Based on the current local data and Dashboard, the greatest need is in Math. Currently our students are on 105 points below standard, approximately double the current state standard. This underscores the loss of learning our students experienced during the pandemic w/ virtual learning Therefore, more time in learning is required for students and staff along with Mental Health and Multi-tiered systems of support. With out rechartering coming up in two years, this has increased importance, as we are aiming to hit the automatic renewal threshold of above the state average. With an influx of newer teachers, focused professional development is necessary to support their developing skills.

## **LCAP Highlights**

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

Over the past several years Dashboard data indicates that RCA has seen progress. Most recent 2022 Dashboard data indicates "significant progress" with regards to the growth of our English Learners

Changes in leadership combined with staff turnover necessitate a strong, targeted professional development cycle moving into the 23-24 school year. We look to strengthen our interventions and create a seamless plan tying our Interventions, to the Afterschool Enrichment program as well as our Extending Learning opportunities.

## **Comprehensive Support and Improvement**

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

#### **Schools Identified**

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

NA --- Not on CSI

#### **Support for Identified Schools**

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

NA --- Not on CSI

#### **Monitoring and Evaluating Effectiveness**

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

NA --- Not on CSI

# **Stakeholder Engagement**

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

Stakeholder engagement is a vital component of our plans. We are fortunate to have an engaged community that precedes the COVID Pandemic. We have hosted ZOOM meetings with families and they have provided questions, feedback and input in March 2021. In order to inform this plan, we have used the input to design learning that will address learning loss and accelerate learning progress for pupils as we start the 2021-2022 school year. The efforts to solicit stakeholder feedback to provide feedback and information to the district began in the summer and have continued throughout the development process. Engaging in outreach and surveying stakeholders has provided and continues to provide staff valuable input to inform the district's planning in Academics, Attendance & Engagement, Culture & Climate, Nutrition Services, and Public Health.

The organization held multiple meetings via ZOOM starting as far back as April 2020. A corresponding survey was also administered to students to seek their feedback on the distance learning experience. Since June and in early July, Home office and Site Directors held multiple information sessions with key stakeholder groups to seek additional feedback regarding distance learning for the 2021-2022 school year. These sessions included brief overviews of the district's vision for reopening schools, guiding principles informing planning, and distance learning framework. Dedicated sessions were held in each of the regions and counties where AMPS has school locations. The district has an over- whelming number of families that are first and second generation immigrants from a wide variety of countries. There are many obstacles that have been exposed in the rush to digital learning. Those include lack of internet, a lack of connectivity to wireless capabilities. Language barri- ers and flat out time due to the societal effects of the pandemic, so we had to rely on the cultural competency of the AMPS organization to set up alternatives to the internet through usage of our phone and text system. We also posted COVID resources and plans on our website and solicited feedback from through use of our social media as well. Materials were translated into multiple languages to reach stakeholders that speak languages other than English. Additional input received the Fall of 2021. Advisory meetings/public hearing supported final refinement of the plan leading toward the Board approval date of June 2021.

A local governing board/body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body consistent with the flexibility afforded by Executive Order N-29-20 (https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf), published on March 18, 2020. Meetings with stakeholders have been held via Zoom, enabling remote participation by members and, where applicable, mem- bers of the public. The zoom meetings always have a phone line listed for those individuals who may not have access through computer tech- nology. Plans for providing remote participation options for the public hearing are in progress and will be detailed when finalized.

Quarterly FST meetings have continued via ZOOM through the 21-22 school year. As we move into the 22-23 school year, we are optimistic about resuming in person meetings. However, as many families appreciate the ease and flexibility of joining via zoom, we will likely maintain the meetings as hybrid.

A summary of the feedback provided by specific stakeholder groups.

As noted above, the parent/caregiver survey and the student survey revealed a significant level of concern with over 50% of families concerned with the learning loss and the need for tutoring, small group learning and one on one support. Comments left by parents indicated a concern for the social and emotional supports of their children, as they continue to increased rates of depression, anxiety, and disengagement.

The ZOOM sessions conducted by school leaders with parent/guardian groups provided a rich source of feedback on the overall distance learn- ing experience, specifically in the form of recommendations for improving in the 2021-2022 school year. Key themes that emerged across the various sessions included:

- Wellbeing and social emotional resources links in the community are important.
- The need to focus on our most vulnerable students in our planning and implementation.
- Relationship building and mental health need to be prioritized alongside physical health/safety.
- Access to counselors is important.
- Need for clarity around COVID safety protocols for returning in-person as well as the protocol for quarantine and follow-up testing when a community member does test positive

Sessions with staff pointed out:

- No one should work in silos. The attitude of every staff member needs to be one of each person working with each child. NOT as 'somebody else's problem.
- School culture is important and needs to be maintained.
- Student engagement is essential.
- Relationships with adults and kids are a key piece of our learning environment
- Mental health, emotional support, and social wellbeing all need to be priorities.
- Consistency in education is needed
- Accountability needs to be called out in our planning.

Input from specific parent/guardian groups that reflects the feedback provided during listening sessions and August meetings is summarized by group below:

- Multi-tiered support needs to continue and be re-assessed regularly
- Survey data indicates that students need a quiet place to study and a quiet place to reduce anxiety.
- Survey data indicates, over 30% of families indicate that their stress level has gone up since Covid-19, we need to offer family support and mental wellness.
- Student counseling data indicates over 80% of students feel more stress, depression, and anxiety, we need to increase SEL services and support/mental wellness.

- Teachers share that their levels of stress has increased, we need more mental health support.
- Parents indicate the need for more tutoring and support services for their students and themselves.
- Teachers need to be available for parents and students.
- have office hours where they can be contacted.
- Teachers need more professional development to support subgroups and ALL students.
- Teachers need more planning time to share and develop lessons.

#### A description of the aspects of the LCAP that were influenced by specific stakeholder input.

The specific stakeholder input received throughout the summer months has significantly influenced the district's LCAP both through the impacts on development of the district's Taskforce and through direct feedback on the plan itself. Key takeaways from the family and student surveys administered in the spring included the need to provide (a) high quality instruction as well as remediation, (b) increased connection to staff and peers and sense of belonging at school, and (c) more resources for parents to support their students learning and use of technology.

Development of Social Emotional Learning (SEL) lessons focused on universal themes that support connecting, belonging, and other aspects of social and emotional well-being. These lessons support the implementation of school wide practices as well as the daily integration of Social Emotional Learning into academic instruction. The district has also prioritized the expansion of its definition of engagement to encompass Emotional Engagement in addition to Behavioral and Cognitive Engagement.

## **Goals and Actions**

#### Goal

Goal #	Description
1	College and Career Readiness for All: <i>Provide an academically rigorous, common core aligned college preparatory program with academic support and interventions for students' academic development.</i>

An explanation of why the LEA has developed this goal.

Families are an integral part of evaluating the needs of their children. Together the parents and staff members reviewed various forms of data including and not limited to the dashboard and local data. Together the families agreed in meetings and in surveys for the need to ensure academic success of students.

## **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Teacher retention rate	10%	18%	62.5%	Data coming 2024	50%
Maintain appropriately assigned instructional staff	100%	100%	100%	Data coming 2024	100%
Ensure Standards- aligned curriculum for all students for all core subjects	Level 1 AMPS rubric	Data coming 2022	Data coming 2023	Data coming 2024	Increase 1 level on district rubric
Math SBAC % proficient (clarified measurement criteria)	2018-2019 28% proficient	2021-2022 22.85% proficient	Data coming Summer 2023	Data coming 2024	40% or above the state average, whichever is higher
ELA SBAC % proficient (clarified	2018-2019 41% proficient	2021-2022 13.06% proficient	Data coming Summer 2023	Data coming 2024	51% proficient or above the state

measurement criteria)					average, whichever is higher
%meeting or exceeding 2020 grade level national norm in Reading as measured by the NWEA	2020-2021 24% of students meet or exceed national reading norms on NWEA	2021-2022 25% of students meet or exceed national reading norms on NWEA (based on winter assessment data)	2022-2023 29% of students meet or exceed national reading norms on NWEA (based on Spring assessment data)	Data coming 2024	54%
% meeting or exceeding grade level national norm in Math as measured by the NWEA	2020-2021 10% of students meet or exceed national math norms on NWEA	2020-2021 22% of students meet or exceed national math norms on NWEA (based on winter assessment data)	2022-2023 19% of students meet or exceed national reading norms on NWEA (based on Spring assessment data)	Data coming 2024	50%
EL Progress % of students moving up at least one level as measured by ELPAC	2020-2021 55.2% of ELs moved up at least one level or maintained a 4	2021-2022 51.7% of ELs moved up at least one level or maintained a 4	Data coming 2023	Data coming 2024	EL - 75%
RFEP Rate as a percentage	2020-2021 16.3% Reclassification rate	2021-2022 18% Reclassification rate	Data coming 2023	Data coming 2024	30%
Participation rate of teachers and paraprofessionals in professional development workshops, teaching domain walkthroughs, and Professional Growth Plans (PGPs)	2020-2021 80% participation rate	2021-2022 85% participation rate	2022-2023 85% participation rate	Data coming 2024	100%

Teachers and	2020-2021	2021-2022	Data coming 2023	Data coming 2024	90%
paraprofessionals reporting having access to meaningful professional development as measured by Youth Truth (update to reference a specific data point)	78% of teachers and paras report having access to meaningful professional development	53% of teachers and paras report having access to meaningful professional development			

# **Actions**

Action #	Title	Description	Total Funds	Contributi ng
1	Staff Development & Support	<ul> <li>Provide high quality staff development &amp; support for teachers and paraprofessionals for the development and instructional practices in ELD/ELA, SBE Approved Curriculum, CCSS, BTSA</li> <li>Continued development and implementation of AMPS Career Path process for staff advancement.</li> <li>Teacher and paraprofessional participation in Professional Growth Plans with bi-weekly observation/feedback, quarterly film sessions and target goal monitoring of ELLs and SED students.</li> <li>First year teachers provided CCSS and/or NGSS aligned curriculum training and mentor teacher support through Department Meetings, Grade Level Meetings, and Observations.</li> <li>Continued bi-weekly Coaching for all instructional staff in particular focusing on supports for ELLs and SED students.</li> </ul>	\$40000.00	Y
2	Teammate Retention	<ul> <li>Partner with Recruitment Team to hire and retain highly qualified credentialed teachers and paraprofessionals and further develop retention efforts</li> <li>Talent Manager will execute Faculty Recruitment Policy and attend teacher recruitment fairs across the US, within CA and in the Bay Area to secure qualified teachers and paraprofessionals.</li> </ul>	\$5000.00	N
3	Coaching & Support	Provide high quality coaching and support via coaches (CPT/Consultants) utilizing professional growth plans, weekly	\$12000.00	Y

		observations, lesson plans, feedback, and film sessions. Coaching will focus on support for ELLs and SED students.		
4	Intervention & Acceleration	<ul> <li>Continued identification, analysis and prioritization of instructional interventions and acceleration primarily directed to English Learners for reclassification and support, SPED/T1 and T2 students based on multiple sources of academic assessment data.</li> <li>Continued implementation of ELD program by a credentialed teacher for students for English Learners in a designated and integrated model.</li> <li>Continue use of Actively Learn to differentiate instruction and monitor and support students below grade level.</li> <li>Additional paraprofessional staff hired and trained for ELA and Math classrooms, offering support during the regular school schedule and in the after school.</li> </ul>	\$40000.00	Y
		Provide high quality assessment/supplemental programs and curriculum for varied students based on academic/assessment data during and through intercessions and after school programs.	\$3000.00	Y
5	Assessments & Programs	Analyze this data through the lens of ELLs, SED, and homeless subgroups if necessary.		
		All Curriculum will be CCSS and NGSS aligned. (FOSS/Springboard/Illustrative Math)		
6	Library	Purchase and develop school library according to model library standards as well as classroom leveled readers for all students including our marginalized subgroups who may be below reading level.	\$1000.00	Y
7	College and Career Planning	Provide college and career planning and exploration curriculum monthly for students	\$1000.00	Y
8	Materials for Hybrid Learning	Provide materials for access to high quality remote/hybrid instruction	\$ 5000.00	Y

# **Goal Analysis 2022**

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

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

Achieve3000 was implemented in place of Actively Learn. Two of the hired paraprofessionals were needed to serve as long-term subs, reducing the support they were able to provide in the classrooms. While library materials have been purchased, the set-up and indexing of books has not yet been completed.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

N/A

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

With a significant number of new teachers, the provision of regular coaching, support, and feedback by our Dean of Instruction was particularly critical this year. In the continued absence of SBAC data, having NWEA MAP data three times a year was a crucial metric for measuring student progress.

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

For the 2022-2023 school year, the Designated ELD program is being greatly expanded, with the hiring of an additional 1.0 FTE and new materials.

#### Goal

Goal #	Description
2	Positive School Climate and Student Engagement: Create a safe, inclusive, and welcoming school climate where students and staff
_	are engaged and fully invested in students' academic, health and socio-emotional learning.

An explanation of why the LEA has developed this goal.

Families are an integral part of evaluating the needs of their children. Together the parents and staff members reviewed various forms of data including and not limited to the dashboard and local data. Together the families agreed in meetings and in surveys for the need to ensure academic success of students. To support academic access they felt that due to the pandemic that the overall health mentally and physically was a necessity to help motivate and re-engage students.

# **Measuring and Reporting Results**

_	-				
Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance rate	2021 will be reported as the new baseline when available.	91.19% ADA for 2021-2022	Data coming 2023	Data coming 2024	5.0%
	Last report from Dataquest in 2019				
	7.5%				
Suspension rate by	2020-2021	2021-2022	Data coming 2023	Data coming 2024	Schoolwide - <1%
subgroup	Schoolwide - 1%	Schoolwide: 9.5%	Schoolwide: 8.0%		Black - <2.0%
	Black - 5.4%	Black: 9%	Black: 15%		Hispanic - <1%
	Hispanic4%	Hispanic 9.8%	Hispanic 13%		Asians - <1%
Expulsion rate	2020-2021	2021-2022	2022-2023	Data coming 2024	<1%
	0% expulsion rate	0% expulsion rate	0% expulsion rate		
Percentage of	2020-2021	2021-2022	2022-2023	Data coming 2024	100%
Teachers using Kickboard reward system daily to increase positive behaviors	50% of teachers use Kickboard daily	_% of teachers use Kickboard daily	66% of teachers use Kickboard daily		
Percent of students	2020-2021	2021-2022	Data coming 2023	Data coming 2024	85%
reporting that they really feel like a part of the school's community on YouthTruth survey (updated to connect to a specific survey question)	62% of students report really feeling like a part of the school community	56% of students report really feeling like a part of the school community			
Percent of Kickboard entries that are	2020-2021	2021-2022	2022-2023	Data coming 2024	20%

referrals or negative logs	30% of Kickboard entries are referrals or negative logs	>10% of Kickboard entries are referrals or negative logs	<15% of Kickboard entries are referrals or negative logs		
Percentage of parents who have logged into Parent Portal from a computer	2020-2021 51% of parents have logged into the parent portal	2021-2022 64% of parents have logged into the parent portal	2022-2023 46% of parents have logged into the parent portal	Data coming 2024	60%
C-19 Chronic Absentee number of students	2020-2021 16 students chronically absent	2021-2022 124 students chronically absent	Data coming 2023	Data coming 2024	5 students
Achieve & Maintain "good" indicator or higher on FIT (Facilities Inspection Tool) Report	2020-2021 Good	2021-2022 Good	2022-2023 Good	Data coming 2024	good

# **Actions**

Action #	Title	Description	Total Funds	Contributi ng
1	MTSS & PBIS	Through the lens of supporting our ELLs, SED, homeless and other marginalized students, we will further develop MTSS, PBIS Activities and provide staff development via analysis of Youth Truth and Dashboard data.	\$1000.00	Y
		Continue to implement restorative practices, character reflection time, and incentives to promote school values.		
2	Assemblies	Quarterly grade level and school-wide educational assemblies addressing topics such as: bullying, growth mindset, digital citizenship, mind and body health, neighborhood safety and programs addressing equity and social justice.	\$1000.00	N
3	Team Building	Quarterly team building events such as outdoor field days or community clean up days that promote a sense of school community.	\$1000.00	N

4	Engagement Activities	<ul> <li>Provide engagement activities/field trips offering parent education, awareness and purchase materials honoring students, families.</li> <li>Monthly selection of the Titans of the Month to celebrate students who distinguished themselves by following school BRICKS (values): Bravery, Responsibility, Integrity, Compassion and</li> </ul>	\$2000.00	N
5	Communication	Kindness.  Provide multiple levels of communication platforms and educational materials for parent awareness, recognition and education.	\$1000.00	N
6	Student Mental Health	Provide Mental Health Curriculum and programs, community resources for families and students to support all students especially our most marginalized subgroups.	\$5000.00	Y
7	Safety Materials	Provide safety materials necessary to support hybrid/remote instruction	\$1000.00	N
8	School Themed Materials	Purchase school themed materials for development of overall engagement/spirit	\$15000.00	N
9	Facility Safety	Ensure safety of grounds and facilities by providing preventative measures such as video cameras, vaping detectors, security gates, etc.	\$5000.00	N
10	Wellness Counselor or Behavior Therapist	Provide a School Wellness counselor or Behavior Therapist to support overall mental health for students especially our most marginalized subgroups.	\$15000.00	Y
11	Telehealth Wellness Programs	Provide telehealth medicine wellness programs for students and families to reduce chronic absenteeism especially in our most marginalized subgroups.	\$1000.00	Y
12	SART Training & Support	Provide training and support resources for SART in an effort to reduce chronic absenteeism especially in our most marginalized subgroups.	\$1000.00	Y
13	Safety Material for Hybrid Learning	Provide safety materials necessary to support hybrid/remote instruction	\$1000.00	N

# **Goal Analysis 2022**

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

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

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

N/A

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

The addition of a Wellness Counselor has allowed us to support a diverse group of students. We are more closely aligned with students needs and are able to respond in a timely manner.

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

N/A

#### Goal

Goal #	Description
3	Parent Support and Engagement: Create an engaged parent, student, staff and overall community population that is fully invested in and actively connected to the school community and academic program.

An explanation of why the LEA has developed this goal.

Families are an integral part of evaluating the needs of their children. Together the parents and staff members reviewed various forms of data including and not limited to the dashboard and local data. Together the families agreed in meetings and in surveys for the need to ensure academic success of students. To support academic access they felt that due to the pandemic that the overall engagement of our parents and students was difficult as it related to communication, and interaction.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percent of parents reporting that they receive regular feedback about their child's progress (YouthTruth)	2020-2021 55% of parents report receiving regular feedback about their child's progress	2021-2022 58% of parents report receiving regular feedback about their child's progress	Data coming 2023	Data coming 2024	4.4
(updated to connect to a specific survey question)					
Average parent attendance rates at school events and parent/teacher conferences	40%	45%	Data coming 2023	Data coming 2024	60%
Percentage of parents logging on to Parent Portal	51%	64%	Data coming 2023	Data coming 2024	60%
Number of families contributing/ providing parent input on decision making at meetings	20%	Data coming 2022	Data coming 2023	Data coming 2024	50%
Number families representing various subgroups who provide input on decisions making at meetings.	70 families	Data coming 2022	Data coming 2023	Data coming 2024	100 families
Percent of parents who report that they	2020-2021	2021-2022	Data coming 2023	Data coming 2024	85% report feeling engaged with the school

feel engaged with the	78% of parents report	70% of parents report		
school (YouthTruth)	feeling engaged with	feeling engaged with		
(updated to connect to a specific survey question)	the school	the school		

## **Actions**

Action #	Title	Description	Total Funds	Contributi ng
1	Parent Workshops	<ul> <li>Provide Parent Education Workshops and curriculum for families in the areas of College and Career, Mental Health, Parent Education etc. to support our students, especially our most marginalized subgroups.</li> <li>Continue to host 2 monthly Parent Meetings, one in the morning and one in the evening, to inform parents of school programs and activities and to receive their feedback and ideas.</li> <li>Continue to offer Workshops for Parents on Sex Education, Internet Safety, and/or other topics that they express interest in.</li> </ul>	\$1000.00	Y
2	Bilingual Community Coordinator	Maintain Bilingual Community Outreach Coordinator to provide advocacy/home visit and resources for families of students who are multi-language learners.	\$1000.00	Y
3	Community Partnerships	Partner with local community for educational history and field trips, community service projects	\$1000.00	N
4	Family Access to Hybrid Instruction	Provide families with materials to access high quality hybrid/remote instruction	\$1000.00	N

# **Goal Analysis 2022-23**

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

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

N/A			

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

N/A

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

While the continued safety precautions related to the Covid-19 pandemic halted many of our in person community events, we have continued family outreach in a variety of ways. Townhalls have continued virtually and conferences have happened over the phone. Recently, we have been able to begin hosting on campus events, such as our Family Day. Our Community Coordinator remains a valuable asset to our school, organizing events and being tapped in to the ethos of our families.

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

N/A

#### Goal

Goal #	Description
4	Increased student access to technology: Provide access to relevant technologies to all students while educating students in Digital Citizenship, Research, and Information Fluency to equip them with skills for the 21st century.

An explanation of why the LEA has developed this goal.

Together the parents and staff members reviewed various forms of data including and not limited to the dashboard and local data. Together the families agreed in meetings and in surveys for the need to ensure academic success of students. The community also felt there was a shift in education from utilizing less technology to a great need for technology. Moving forward students need to have technology to support hybrid learning as the pandemic transitions. Surveys indicate a need for Teachers to continue in professional development for use of software platforms, online curriculum and direct instruction with the use of technology. Furthermore, developing fluency for teachers and students in this area is a must. Including safety supports that lean on the use of technology.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of students with 1:1 devices	80%	100%	90%	Data coming 2024	100%
Percentage of classrooms with dedicated audio/video equipment	80%	100%	100%	Data coming 2024	100%
Percentage of teachers regularly utilizing technology in the classroom	80%	100%	75%	Data coming 2024	100%

## **Actions**

Action #	Title	Description	Total Funds	Contributi ng
1	Student Devices	Provide chromebooks/tablets, hotspots, earphones for all students	\$15000.00	N
2	Software for Students	<ul> <li>Purchase appropriate software to increase student access to core curriculum and monitor student usage.</li> <li>Continue to purchase curriculum with Tech components as a complement of the programs and to facilitate and differentiated instruction and learning.</li> </ul>	\$10000.00	N
3	Tech Training	<ul> <li>Provide staff and students training in the use of technology and different software platforms.</li> <li>Continue to develop Internet Fluency for teachers and students.</li> <li>Continue to develop Internet Citizenship for students.</li> </ul>	\$1000.00	N
4	Tech Purchase	Purchase technology hardware for high quality cutting edge instruction including devices like Swyvle Camera and other live streaming equipment.	\$5000.00	N

Software for Safety Provide software platforms to help adhere to C-19 safety guidelines \$1000.00 during morning, afternoon formations/dismissal	N	N
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### Goal Analysis [LCAP Year]

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

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

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

N/A

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

We have maintained 1:1 student devices, allowing for teachers to utilize online curricular components, along with their built in supports (such as read aloud or Spanish translation). The tech installation over the summer resulted in each classroom having two dedicated projectors or A/V displays, a swyvle camera, and the ability to host a zoom session through the projector system

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

N/A

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

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

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
24%	\$602,397

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

## **Required Descriptions**

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

The Richmond Charter team reviewed the educational services provided to students through state and local metrics. The findings indicated that our school is performing near or at the targeted levels. The school believes its current programs, student achievement results, and survey related data indicate the current use of funds in a schoolwide manner is the most effective use of funds. The goals and actions listed below are identified for all students in Richmond Charter, but directly affect our English learners, low-income students and foster youth as the overarching goal is to provide best first instruction to all students specifically through the school's signature practices. This approach provides teachers with specific strategies, tools and interventions to meet the needs of all students.

#### Goal 1:

- Action 1 Staff Development & Support (Meets students needs by having trained & qualified teachers)
- Action 3 Coaching & Support (Meets students needs by having trained & qualified teachers)

(Meets students needs by having appropriate resources)

- Action 4 Intervention & Acceleration (Meets students needs by providing intervention and acceleration supports)
- Action 5 Assessments & Programs (Meets students needs by having ongoing formative instruction to provide appropriate intervention)
- Action 6 Leveled Libraries (Meets students needs by providing books accessible to students at all reading levels)
- Action 8 Materials for Hybrid Learning (Meets students needs by having access to technology and online programs)

#### Goal 2:

- Action 1- MTSS & PBIS (Meets students needs by providing a holistic social, emotional, behavior and academic supports)
- Action 6 Student Mental Health (Meets students needs by providing socio-emotional and trauma informed supports)

- Action 10 Wellness Counselor or Behavior (Meets students needs by providing trauma informed practices)
- Action 11 Telehealth Wellness Program (Meets students needs by giving support for chronic absenteeism)
- Action 12 SART Training and Support (Meets students needs by having supports for chronic absenteeism)

Goal 3:

- Action 1 Parent Engagement (Meets students needs by providing parents with ongoing communication and opportunities to get involved)
- Action 2 Bilingual Community Coordinator (Meets students needs by providing a trained and qualified support to coordinate with parents the ongoing communication and opportunities to get involved)

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

Services that directly relate to foster youth, English learners and low-income students are directly being increased by the addition of Goal 1, Action 4 (Intervention & Acceleration); Goal 2, Action 1 (MTSS & PBIS), Action 6 (Student Mental Health) and Action 10 (Wellness Counselor) and Action 11 (Telehealth Wellness Program); and Goal 3, Action 2 (Bilingual Community Coordinator). This will provide students with additional staff and resources to directly support them with additional counseling, social-emotional learning programs and well-spaces that are available to students. In addition, additional interventions are being added to support students. As a part of Goal 2, Action 1, there will be the addition of a continuous improvement process to analyze data regularly (ie. monthly) to make adjustments to supports for foster youth, English learners and low income students.

### **Instructions**

Plan Summary

Stakeholder Engagement

**Goals and Actions** 

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

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at <a href="mailto:lcff@cde.ca.gov">lcff@cde.ca.gov</a>.

### **Introduction and Instructions**

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

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

- Comprehensive Strategic Planning: The process of developing and annually updating the LCAP supports comprehensive strategic planning (California Education Code [EC] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (*EC* 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- Accountability and Compliance: The LCAP serves an important accountability function because aspects of the LCAP template require
  LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC 52064(b)(4-6)).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).
- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC 52064(b)(7)).

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

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

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

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

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

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

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

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

## **Plan Summary**

#### **Purpose**

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

#### Requirements and Instructions

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

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

**Reflections:** Identified Need — Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

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

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

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

 Monitoring and Evaluating Effectiveness: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

### **Stakeholder Engagement**

#### **Purpose**

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

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

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

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

#### **Requirements and Instructions**

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

#### **Local Control and Accountability Plan:**

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

a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

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

Prompt 1: "A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP."

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

Prompt 2: "A summary of the feedback provided by specific stakeholder groups."

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

**Prompt 3**: "A description of the aspects of the LCAP that were influenced by specific stakeholder input."

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

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

### **Goals and Actions**

#### **Purpose**

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

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

#### **Requirements and Instructions**

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

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

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

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

#### Focus Goal(s)

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

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

#### **Broad Goal**

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

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

#### Maintenance of Progress Goal

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

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

#### Measuring and Reporting Results:

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

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

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some

metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

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

#### Complete the table as follows:

- **Metric**: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome**: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 3 Outcome: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- Desired Outcome for 2023-24: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "Measuring and Reporting Results" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22.

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

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

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

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

#### Goal Analysis:

Enter the LCAP Year

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

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

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

#### **Purpose**

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

#### **Requirements and Instructions**

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the "Increased or Improved Services" section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

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

Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students: Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

#### Required Descriptions:

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

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools**: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

#### For School Districts Only:

#### **Actions Provided on an LEA-Wide Basis:**

**Unduplicated Percentage > 55%:** For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55%:** For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

#### Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40% or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

"A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required."

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

### **Expenditure Tables**

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- Goal #: Enter the LCAP Goal number for the action.
- Action #: Enter the action's number as indicated in the LCAP Goal.
- Action Title: Provide a title of the action.

- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All", or by entering a specific student group or groups.
- **Increased / Improved**: Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - Scope: The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - Unduplicated Student Group(s): Regardless of scope, contributing actions serve one or more unduplicated student groups.
     Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - Location: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools". If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year", or "2 Years", or "6 Months".
- Personnel Expense: This column will be automatically calculated based on information provided in the following columns:
  - o **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
  - Total Non-Personnel: This amount will be automatically calculated.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
- Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.

- Federal Funds: Enter the total amount of Federal Funds utilized to implement this action, if any.
- Total Funds: This amount is automatically calculated based on amounts entered in the previous four columns.

### **Notice**

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

RCA Lcap Action Tables 22-23.xlsx

### **Notice**

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

RCA Lcap Action Tables 23-24.xlsx

### Coversheet

### Approval of Chief Executive Officer Spending Limit

Section: IV. Business

Item: B. Approval of Chief Executive Officer Spending Limit

Purpose: Vote

Submitted by:

Related Material: Spending Limits Board Briefing Sheet Template.pdf

5.1 AMPS Spending Limits and Guidelines - update 2023.pdf 2021 Finance Manual - Final with Attachments (1) (1) (3) (5).pdf

AMPS HONOR HARD WORK	Amethod Public Schools Board Item Overview <b>Date:</b> 5/17/23
Subject:	Update Authorized Spending Limits Finance Policy
Action: Information: Committee:	Move to update the Authorized Spending Limits Finance Policy

Recommendations:	Seek approval of the updated Authorized Spending Limits Finance Policy
Summary of previous board discussion and action:	At the April 2023 Board Meeting, Board Member Driver recommended that staff bring an updated Authorized Spending Limits Finance Policy increasing the CEO's approval limit.
Summary of keys issues:	<ul> <li>Increasing the Chief Executive Officer's approval/spending limit from \$50,000 to \$100,000.</li> <li>Standardizing the Site Leaders Approval Level</li> </ul>
Fiscal analysis :	No financial impact.
Attachment(s):	<ol> <li>5.1 AMPS Spending Limits Finance Policy</li> <li>2021 Finance Manual</li> </ol>



#### 5.1 AMPS Spending Limits and Guidelines - update 2023

Approval is required for purchasing goods and or services on behalf of Amethod Public Schools . The limits and guidelines outlined below apply to all purchases, regardless of what process was used for the transaction. This policy also applies to the signing of contracts, purchase orders, reimbursement claims, and organization credit cards.

#### Approver Responsibilities

The approver's responsibility is to verify that purchases are appropriate for the funding source and are for the benefit of AMPS. Additionally, the approver cannot be an approver of his/her own purchases.

The approver is required to review all purchases including contracts, purchase orders, reimbursement claims and, ensures that itemized receipts, and any supporting documentation is provided. The approver certifies all expenses and signs the appropriate document. The **only** positions authorized to make purchases on behalf of AMPS are listed below and are required to follow these guidelines.

When an authorized AMPS employee spends/approves funds on behalf of AMPS, including signing contracts and POs, the approver <u>must</u> add the expense and resource code for the transaction. AMPS employees are responsible for receiving approval from the budget owner (Site Leaders/Department Director), <u>prior to expenditures</u>. All spending limits pertain to single purchases and cannot be divided to circumvent the per limit transaction amount. This type of process is called a "split transaction" and is strictly not allowed.Curriculum cannot be purchased unless approved by a C-level manager and is within the approved budget for the current fiscal year.

The Finance Department will periodically monitor spending patterns with vendors to determine where contracts or purchase agreements need to be established.

Spending/Authorization Limit	Spending/Authorized Approver	
up to \$2,500	External Affairs & Facilities Manager	
up to \$5,000	Site Directors & Home Office Directors	
up to \$25,000	Chief Academic Officer, Chief Operations Officer, Chief Financial Officer and Director of Finance	
up to \$100,000	Chief Executive Officer	
up to \$100,000	AMPS Board Chair	
\$100,001+	Full AMPS Board (vote required) email vote is acceptable	

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### **Section 1: Managing School Budgets**

### **General Philosophy**

Each school site will work to create and allocate their budgets based on their priorities and strategic goals. It is the responsibility of each Site Director to ensure that they are spending within their budget. They have the authority to move expenses between line items at their general discretion, provided that the full year spending is within their approved budget.

### **Budgeting Process**

Each spring, the Finance team will work closely with each site to ensure they have a clear picture of the key moving parts of their budget for the upcoming school year, including:

- Per Pupil Funding
- Other State, Local, and Federal Funding

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- Enrollment
- ADA %
- Staffing required to support the site's enrollment
- Which funds are restricted, and how those restrictions must be managed
- All other expenses

The AMPS Board approves site budgets at the June meeting for the upcoming year. The Finance Team will review and consult monthly on budgets with each site throughout the year.

While our goal is to provide as much latitude as possible to Site Directors in managing their budgets, there are a number of decisions that will be made by the Home Office and that will apply across the AMPS network of schools. Those include:

- Salary ranges based on education level, credential status, and years of experience
- Employee Benefits
- Insurance
- Curriculum purchases
- Technology purchases

With support from the Finance team as needed, sites are expected to understand the various expense accounts and resource codes (for spending grant funds) and to ensure that all transactions are coded correctly. A link to the current AMPS Chart of Accounts, which lists expense codes and resource codes, can be found in **Appendix A**.

### **Receiving & Managing Grants**

Grant funds are an area that require special attention. When spending grant funds, it is important to consider:

- The valid uses of funds per the grant documents
- The time period over which the grant funds can be spent
- The reporting requirements of the grant

In addition to the state and federal dollars described above, we also have the opportunity to apply for grants to help fund our needs. Grant applications up to \$1,000 can require no Home Office approval before applying; grants applications over \$1,000 should be discussed with the Grants & Compliance Manager prior to applying. That allows us to assess:

- Whether the funder's mission is consistent with our work
- The level of administrative work required for grant tracking and reporting
- Whether the deliverables of the grant are achievable

### **Section 2: Buying and Procuring**

### **General Philosophy**

Spend money as it were your own—we live in a time of scarce resources for education and therefore must be extremely frugal when making spending decisions. Whenever possible, we will work to make the buying and procurement process as paperless and as automated as possible.

### **How to Purchase Things**

There are several processes by which goods or services can be purchased, and several ways in which the vendors can be paid for those goods or services. Each process is described below.

#### **Online Ordering**

 AMPS has corporate accounts with Staples (for office supplies), Amazon (for office and other supplies), and Starline (for custodial supplies). Sites wishing to gain to these sites to make purchases should contact Jenny Quan, Accounting Manager.

#### **Direct Orders from Vendors**

- Some vendors from whom you will place orders either by phone or email. In those cases, the vendor will provide you with an invoice.
- Many vendors offer discounts for nonprofits, and you should always let the vendor know of our nonprofit status. As proof, they may ask for a copy of our 501(c)(3) letter (see <a href="#">Appendix B</a>) or our Federal Tax ID, which is <a href="#">94-3185735</a>. Note that our 501(c)(3) status does not exempt use from paying Sales or Use taxes in most states.
- Purchase Orders: In some cases, the vendor may require a Purchase Order ("PO") before they provide goods or services. The sites are responsible for completion of the PO; there is a form for each location, and those can be found in <u>Appendix C</u>. Note that POs that exceed the Site Director's approval limit (see below) must be approved by the CEO before being sent to the vendor.
- **New Vendors**: The IRS requires us to provides a 1099-MISC tax form to all vendors to whom we pay over \$600 in each calendar year. Therefore, all new vendors are required to complete an <u>IRS Form W-9</u> before payment can be made.

#### **Contracts with Vendors**

 For a number of services, AMPS will sign contracts with vendors that specify the terms, conditions, and cost of the services to be provided. Examples include Special Education, Custodial, Translation Services, Substitute Teachers, and other services.

- Contracts are to be negotiated in conjunction with the Home Office. If you have a need for a contract, please contact the Director of Finance or Chief Operations Officer to negotiate terms and to coordinate contact signing.
- In no instance can payment be made without a signed contract.

### **How Things Are Paid For**

There are 5 primary ways in which AMPS pays for goods and services:

- 1. The vendor provides an invoice and AMPS pay via check.
  - a. If you receive an invoice for a vendor, it is your responsibility to ensure that the goods were received or the services were provided satisfactorily.
  - b. Once you have reviewed the invoice, approve it by signing and dating it, and then scan it to apsupport@amethodschools.org. It is the responsibility of the site to provide the coding for the expense account and resource code for each invoice.
  - c. The AP team will reach out with any questions and will process the payments.
  - d. The AP team will cut checks on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. In order to be considered for payment, all paperwork and approvals must be completed by the Friday preceding the check run.
  - e. The AP team will balance the terms of the vendor contract and our available cash flow to determine the timing of paying invoices.
- 2. The items are charged to an AMPS credit card.
  - a. It is your responsibility to keep receipts for all purchases made with your AMPS credit card. For online orders, this will likely be an email receipt and for other orders it will likely be a hard copy receipt.
  - b. Monthly, you will be provided with a statement of all transactions for the prior billing period and will need to complete a Credit Card Report (see <u>Appendix D</u>) and submit it to <u>apsupport@amethodschools.org</u>. The closing statement is available on the 18<sup>th</sup> of each month, and you will receive your statement from Accounting by the 22<sup>nd</sup> of the month.
  - c. Your Credit Card Report must include expense account and grant coding for each line item, and all items will require a receipt.
  - d. Your Credit Card Report must be completed within 2 business days of the end of each month; failure to do so may result in the cancellation of your card.
- 3. The items are purchased by an AMPS staff member via cash or their personal cards, and they are reimbursed by AMPS. The form for this can be found in **Appendix E**.
  - a. It is your responsibility to keep receipts for all purchases made via cash or your personal card. For online orders, this will likely be an email receipt and for other orders it will likely be a hard copy receipt.
  - b. Within 30 days of incurring the expense, you should complete an Expense Report and submit it to apsupport@amethodschools.org.

- c. Your Expense Report must include expense account and grant coding for each line item, and all items will require a receipt.
- d. The AP team will cut expense reimbursement checks on the 15<sup>th</sup> and last day of each month. To be considered for payment, your expense report invoice must be received by the 10<sup>th</sup> or the 25<sup>th</sup> of the month.
- 4. You need to provide a check to a vendor at the time of an event. Examples of this will include school events, dances, etc.
  - a. At least 5 business days before you need to check, complete a Check Request Form and submit it to apsupport@amethodschools.org.
  - b. The Check Request Form must include the vendor's name, address, Tax Identification Number (for businesses) or Social Security Number (for individuals), as well a description of the services or goods to be provided.
  - c. If the goods or services provided will exceed \$600 to the vendor during any calendar year, the vendor will need to compete an IRS Form W-9 prior to the issuance of a check.
  - d. The AP Team will coordinate with you to provide you with the check once it has been signed.
- 5. AMPS pays the vendor via ACH. Note: This will very rarely apply to a Site, but is for corporate-level expenses such as utilities, insurance, benefits, etc.

In addition to the processes described above for purchases of goods and services, staff may be reimbursed for use of their personal vehicle and for parking expenses when driving to attend AMPS-related events.

- Use of personal vehicle will be reimbursed at a rate of \$0.575 per mile, and the
  employee must complete an Expense Report for reimbursement. Please list the
  origination and destination of your mileage along with a description of the business
  purpose for the mileage.
- Parking will also be reimbursed via an Expense Report, and a receipt will be required.

### **Spending Limits & Contracts**

Before placing any order for goods or services, you must receive approval. The approval limits shown below apply to all purchases, regardless of how the purchase is made. They also apply to the signing of contracts.

From	То	Approver
\$1	\$5,000	Site Director or Home Office Director
\$5,001	\$25,000	Site Director/Home Office Director and Director of Finance
\$25,001	\$50,000	CEO

\$50,001	\$100,000	AMPS Board Chair
\$100,001		Full AMPS Board (vote required)

When AMPS wishes to use an outside to provide services, the Independent Contractor Agreement must be signed. That document details the rates to be paid, the services to be provided, and the insurance requirements that the Independent Contractor must meet. Under no circumstances should a contractor perform any services without an agreement in place. If that happens, the contractor will not be paid.

Any other contracts must be reviewed by the Finance team before being signed.

### **Section 3: Receiving Funds**

### **General Philosophy**

Whenever possible, we should strive to receive any payments electronically, and if not possible, then via a check. Cash is the least desirable form of payment due to the risks inherent in collecting, handling, and depositing cash.

### Receipt of Checks

Your site may also receive checks for smaller amounts from fundraisers or other sources. Please also remit those checks to the Home Office within 2 business days of receipt. The site should use a 3-part Receipt Form, keeping one copy at the site, providing one copy to the payer, and sending one copy along with the physical to the Home Office. A deposit log should be prepared using the form found in **Appendix F**.

#### Receipt of Cash

Sites should encourage payments be made via check or electronically whenever feasible. However, schools will periodically receive cash from such things as uniform sales, prom ticket sales, food sales, and school-based fundraising activities. Great care must be taken in dealing with cash at the school site. The form to be used for this is the Cash Deposit Form found in **Appendix F**.

#### **Upon Receipt of Cash**:

- Cash should be kept in a lockbox that can only be accessed by one staff member at each school site.
- That lockbox should then be further secured in a locked, non-portable location at the school site.

6

6/1/2021

Revised

Expense Account Codes

Health and Welfare Benefits

3401 Health & Welfare Benefits

3601 Worker's Comp Insurance

3900 Other Benefits

**Books and Supplies** 

4100 Approved Textbooks & Core Curricula Materials

4200 Books & Other Reference Materials

4320 Educational Software

4325 Instructional Materials & Supplies

4326 Art & Music Supplies

4330 Office Supplies

4335 PE Supplies

4345 Non Instructional Student Materials & Supplies

4350 Uniforms

4410 Classroom Furniture, Equipment & Supplies

4420 Computers (individual items less than \$5k)

4430 Non Classroom Related Furniture, Equipment & Supplies

4710 Student Food Services

4720 Other Food

Serices & Other Operating Expenses

5210 Conference Fees

5220 Travel and Lodging

5305 Dues & Membership - Professional

5400 Insurance

5515 Janitorial, Gardening Services & Supplies

5520 Security

5535 Utilities - All Utilities

5600 Rentals, Leases, & Repairs

5610 Rent

Operation and Housekeeping Services

5615 Repairs and Maintenance - Building

5803 Accounting Fees

5809 Banking Fees

Rentals, Leases and Repairs

5812 Business Services

5815 Consultants - Instructional

5820 Consultants - Non Instructional - Custom 1

5824 District Oversight Fees

**Prof Services & Operating Expenditures** 

5833 Fines and Penalties

5836 Fingerprinting

5843 Interest - Loans Less than 1 Year

5845 Legal Fees

5848 Licenses and Other Fees

5851 Marketing and Student Recruiting

5852 CAM Fees

5857 Payroll Fees

5860 Printing and Reproduction

5861 Prior Yr Exp (not accrued)

5863 Professional Development

5866 Special Ed Admin and other fees

5869 Special Education Contract Instructors

5874 Sports

5875 Staff Recruiting

5877 Student Activities

5878 Student Assessment

5880 Student Health Services

5881 Student Information System

5887 Technology Services

5893 Transportation - Student

5900 Communications

5915 Postage and Delivery

School Revenue Account Codes

8634 Food Service Sales 8636 Uniforms

8699 All Other Local Revenues

8803 Fundraising

(For Tracking Restricted Revenues & Expenses)

Resource Codes

Nesource C

3010-0 Title I

3210-0 CARES ESSER

3215-0 CARES LLM: GEER

3220-0 CARES LLM: CRF

4035-0 Title II

4201-0 Title III, Immigrant Ed Program

4203-0 Title III, Limited English Proficiency Program

5310-0 Child Nutrition

6010-0 ASES

3310-0 Special Ed (Fed)

6500-0 Special Ed (State)

6500-3 Special Ed Level III

. 6512-0 Mental Health (State)

7420-0 CARES LLM: GF

7422-0 IPIG

7425-0 ELO other

7426-0 ELO for Paraprofessionals

9128-0 Federal Expansion Grant

9151-0 No Kid Hungry Grant

9257-0 Oakland Measure G1

9370-0 WCCUSD Measure G

Function Codes

LCAP Codes

Site Codes

BJE DCA

DCA

HOME-100

JHHS OCA

OCHS

RCA

- For each receipt of cash, a paper receipt should be prepared in 3 parts. One copy will be
  provided to the party that paid the cash, one should remain on file in a secure location at
  the school, and one should be provided to the AMPS Accounting Department when the
  cash collected from the school.
- Each receipt of cash should also be recorded in a Cash Deposit Form. Each entry in that log should be signed off an attested to by two individuals at the school site.

#### Remitting Cash to the Home Office

- Periodically, a member of the AMPS Accounting Team will come to your site to collect your cash.
- The Accounting Team will also count the cash while and work with you if any discrepancies are found with the Cash Receipt log.
- The Accounting Team will deposit the cash into the AMPS bank account.
- You should never hold more than \$1,000 in cash at your school site; if you reach that amount, please contact the Accounting Team as soon as possible to coordinate the collection of cash.

#### **Cash Collected from Meal Programs**

The National School Lunch Program is a federal program with very specific guidelines. All cash collected from lunch sales should be recorded in MealTime. The collected cash should be counted daily and accompanied with a Lunch Cash Receipt Report.

IRS Department of the Treasury Internal Revenue Service Cincinnati Service Center

CINCINNATI OH 45999-0038

In reply refer to: 0256410411 Aug. 25, 2020 LTR 4168C 94-3185735 000000 00

> 00015245 BODC: TE

APPENDIX B



AMETHOD PUBLIC SCHOOLS % CLICKBOOKS COM INC 2101 LIVINGSTON ST **DAKLAND CA 94606-5218** 

029700

Employer ID number: 94-3185735

Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Aug. 18, 2020, about your tax-exempt status.

We issued you a determination letter in December 1997, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(ii).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,



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AMETHOD PUBLIC SCHOOLS % CLICKBOOKS COM INC 2101 LIVINGSTON ST OAKLAND CA 94606-5218

029700

CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY. DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window. 0256410411

BODCD-TE

Use for inquiries only

Letter Number: Letter Date :

LTR4168C 2020-08-25

Tex Period

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AMETHOD PUBLIC SCHOOLS % CLICKBOOKS COM INC 2101 LIVINGSTON ST OAKLAND CA 94606-5218

INTERNAL REVENUE SERVICE Cincinnati Service Center CINCINNATI OH 45999-0038 նեսհենհերհան անհամեր այլել

943185735 HJ AMET OO 2 000000 670 0000000000

The IRS address must appear in the window. 0256410411

BODCD-TE

Use for payments

Letter Number: LTR4168C Letter Date : 2020-08-25

Tax Period : 000000

\*943185735\*

AMETHOD PUBLIC SCHOOLS % CLICKBOOKS COM INC 2101 LIVINGSTON ST OAKLAND CA 94606-5218

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0102 Halalalakkaan IIII.aan IIIkaashiah II

943185735 HJ AMET 00 2 000000 670 00000000000



## **PURCHASE ORDER**

Amethod Public Schools 2101 Livingston Street Oakland CA 94606 (510) 899-4806 Ext 100 APsupport@amethodschools.org

P.O. NO DATE: CUSTOMER ID: REFERENCE #

**VENDOR:** 

JOB SITE: Benito Juarez Elementary

1450 Marina Way South Richmond, CA 94804 510-893-8700

SHIPPING METHOD SHIPPING TERMS DELIVERY DATE

QTY ITEM # DESCRIPTION UNIT PRICE LINE TOTAL

SUBTOTAL

Authorized by	Date	

FREIGHT TOTAL

CA 9.5% SALES TAX



Amethod Public Schools
2101 Livingston Street
Oakland CA 94606
(510) 436-0172
APsupport@amethodschools.org

**VENDOR:** 

## **PURCHASE ORDER**

P.O. NO DATE: CUSTOMER ID: REFERENCE #

> JOB SITE: Downtown Charter Academy 2000 Dennison Street Oakland, CA 94606



## **PURCHASE ORDER**

Amethod Public Schools 2101 Livingston Street Oakland CA 94606 (510) 436-0172 APsupport@amethodschools.org

P.O. NO DATE: CUSTOMER ID: REFERENCE #

**VENDOR:** 

JOB SITE: Amethod Public Schools 2101 Livingston Street Oakland, CA 94606 510 436 0172

510.436.0172			72		
SHIP	PING METHOD	SHIPPING TERMS	DELIVE	RY DATE	
QTY	ITEM#	DESCRIPTION	UNIT PRICE	LINE TOTAL	
			SUBTOTAL		
		CA	A 9.5% SALES TAX		
			FREIGHT	-	
			TOTAL		

Authorized by Date



**VENDOR:** 

## **PURCHASE ORDER**

Amethod Public Schools 2101 Livingston Street Oakland CA 94606 (510) 436-0172

DATE: CUSTOMER ID: REFERENCE #

P.O. NO

 $\underline{\textbf{APsupport@amethodschools.org}}$ 

JOB SITE: John Henry High School

1402 Marina Way South Richmond, CA 94804

		510-893-8700			
SHIPPING METHOD		SHIPPING TERMS	DELIV	DELIVERY DATE	
QTY	ITEM#	DESCRIPTION	UNIT PRICE	LINE TOTAL	
			SUBTOTAL		
			CA 9.5% SALES TAX		
			FREIGHT	-	
			TOTAL		
		Authorized by		Data	



Amethod Public Schools 2101 Livingston Street Oakland CA 94606 (510) 436-0172 APsupport@amethodschools.org

VENDOR:

## **PURCHASE ORDER**

P.O. NO DATE: CUSTOMER ID: REFERENCE #

> JOB SITE: Oakland Charter Academy 4215 Foothill Blvd. Oakland, CA 94601

SHIPPING METHOD SHIPPING TERMS DELIVERY DATE

QTY ITEM # DESCRIPTION UNIT PRICE LINE TOTAL

SUBTOTAL

CA 9.5% SALES TAX

FREIGHT
TOTAL

Authorized by Date



Amethod Public Schools 2101 Livingston Street Oakland CA 94606 (510) 436-0172 APsupport@amethodschools.org

**VENDOR:** 

## **PURCHASE ORDER**

P.O. NO DATE: CUSTOMER ID: REFERENCE #

> JOB SITE: Oakland Charter High School 2433 Coolidge Avenue Oakland, CA 94601 510-436-0101

		510-436-0101		
SHIPPING METHOD		SHIPPING TERMS	DELIVERY DATE	
QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
			SUBTOTAL	
		CA	9.5% SALES TAX	
		FREIGHT		-
		TOTAL		

Authorized by



# **PURCHASE ORDER**

Amethod Public Schools 2101 Livingston Street Oakland CA 94606 (510) 436-0172 APsupport@amethodschools.org

P.O. NO DATE: CUSTOMER ID: REFERENCE #

VENDOR:

JOB SITE: Richmond Charter Academy 1450 Marina Way South

Richmond, CA 94804 510-235-2465

	65			
SHIP	PING METHOD	SHIPPING TERMS		RY DATE
QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
			SUBTOTAL	
			CA 9.5% SALES TAX	
			FREIGHT	-
			TOTAL	

Authorized by Date

Cre	dit	Card	Cove	r Sheet	ŕ

Amethod Schools

APPENDIX D

A	M	P	S
ном	ОРИЛ	20 14//	7 P K

Statement Closing Date

New Purchase Total +
Late Fees + Finance
Charges

Difference \$ -

Instructions for School Staff:

- 1. Enter all fields marked "Required" for each line item in the yellow highlighted columns.
- 2. Email the completed excel coversheet along with an additional PDF file which includes the backup receipts/invoices to apsupport@amethodschools.org
- 3. If you do not have a receipt, please include a No Receipt form with backup

Note: Cardholder is responsible for backup if not submitted

Date	Memo	Amount	Vendor Paid	Si	ite Allocatio	n %	Account Code Lookup	Resource Code	Function Code	LCAP Code	Description
	(from bank stmt - if applicable)		(Required)			Total	(Required)	(Required if applicable)	(Optional)	(Optional)	(Required)
						0.0%					
						0.0%					
						0.0%					
						0.0%					
						0.0%					
						0.0%					
						0.0%					
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·						0.0%					

Total

1/0/1900 Submitted By

11/17/2021



#### APPENDIX E

HONOR HARD WORK

2101 Livingston Street Oakland CA 94606 (510) 436-0172

### **Expense Reimbursement Form**

- Attach all original receipts with this form
- Meal reimbursement: Requires itemized receipts which detail every individual item ordered because the

	credit card charge slip does not suffice							
		ute maps for your mileage						
	* All expens	ses MUST be pre-approved by your departmen	t manager ¡	orior to purchase	e or travel.			
	* Return th	e completed form with receipts to school Adm	in Assistant					
Name:								
Address:								
		Itemized Expenses						
	Sale Date	Description (Purpose of Expense/Trip)	Site:	Grant	Amount			
1								
2								
3								
4								
5								
6								
7								
8								
9								
11								
		Reimbursement rate po	er mile =	0.56				
	Trip Date							
	•		,					
				ļ				
Employe	ee Signature:			Date:				
Арр	roved By:			Date:				



#### APPENDIX E

# **CASH & CHECK DEPOSIT FORM**

Site:	A	ctivity:				Date	
Revenue C	ount:						
Bills:	x	\$1 =					
J	x						
	x						
	x						
	x						
	x						
	x						
	Bill Total:	\$		•			
Coins:	x	1¢ =					
	x						
	X	10¢ =		=			
	X	25¢ =		-			
	X						
	x	\$1 =					
	x	1¢ =					
	Coin Total:	\$		·			
	Cash Total		\$		_•	_	
Checks	\$	Ś			\$	·	
	\$		·		\$	·	
	\$		·		\$	·•	
	Check Total:		\$		_ <b></b>	_	
TOTAL D	<b>PEPOSIT</b> (Must I	nclude Re	ceipts)			\$	•
Count #1 S	ignature:					Date:	<del></del>
Count #2 S	ignature:					Date:	

### Coversheet

# Approval of Safetight Security Intrusion Alarm and Security Cloud VMS Proposals

Section: IV. Business

Item: C. Approval of Safetight Security Intrusion Alarm and Security Cloud VMS

Proposals

Purpose: Vote

Submitted by: Related Material:

Board Briefing Sheet SafeTight (1).docx

AMPS-Intrusion-Cloud VMS.xlsx

Benito Juarez Elementary, Richmond Charter Academy, Amethod Public Schools Office-Intrusion A larm (1).pdf

John Henry High School - Intrusion Alarm.pdf

Downtown Charter Academy - Intrusion Alarm Upgrade.pdf

Oakland Charter Academy - Intrusion Alarm Upgrade.pdf

Oakland Charter High 10-11 Intrusion Alarm 2.pdf

Oakland Charter High-9A\_9B-Intrusion Alarm 2.pdf

Oakland Charter High-9C\_9D-Intrusion Alarm 2.pdf

Oakland Charter High-12A\_12B-Intrusion Alarm 2.pdf

Oakland Charter High-12D-Intrusion Alarm 2.pdf

Oakland Charter High-Cafe Overflow-Intrusion Alarm 2.pdf

Oakland Charter High-Cafeteria 12C-Intrusion Alarm 2.pdf

Oakland Charter High-Cottage-Intrusion Alarm 2.pdf

Oakland Charter High-Faculty House-Intrusion Alarm 2.pdf

AMPS HONOR HARD WORK	Amethod Public Schools  Board Item Overview  Date: 5/9/2023
Subject:	SafeTight Security Intrusion Alarm and Security Cloud VMS Proposals
Action:  Information:  Committee:	Request for Approval of SafeTight Security Intrusion Alarm and Security Cloud VMS Proposals
RECOMMENDATIONS:	Seek approval of the Security Intrusion Alarm and Security Cloud VMS contract with SafeTight Security to provide video camera and intrusion alarm services that will enhance our school safety program and the capacity to provide real-time site information immediately.
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:	N/A
SUMMARY OF KEYS ISSUES:	The previous three alarm system accounts we currently use aren't cloud-based systems; having each vendor add to the package would have been more costly for AMPS to operate than SafeTight Security. By SafeTight Security using the existing intrusion alarm system and modifying them SafeTight Security can save AMPS an estimated \$5,500 a year for monitoring the sites while also allowing remote arm/disarm through a mobile app. The other added benefit would be that AMPS would have video surveillance capability to see each AMPS location on demand. AMPS will also have the option for Smart Google like video search, can provide and share video clips remotely, add limited access to local first responders in the event of an emergency, scale to an unlimited number of cameras and see and manage all school cameras on one platform remotely. In the event AMPS wants to enhance existing access control (card reader system) SafeTight Security has designed both the Eagle Eye Cloud VMS and Intrusion Alarm systems to integrate on one platform with BRIVO cloud-based access control. BRIVO has features like school wide lock down with the push of a button in the event of an emergency. The system has been designed to scale and to be customized for AMPS current needs and any potential changes in the future. By using AMPS current infrastructure, we are able to reduce the cost significantly.

FISCAL ANALYSIS:	Cloud VMS:	\$ 62,997.24	
	Intrusion Alarm:	\$ 10,715.47	
	Annual Alarm Services for all Sites:	\$ 6,538.44	
	First-Time OPC:	\$ 80,251.15	
ATTACHMENT(s):	SafeTight 2023 Intrusion Alarm and Cloud VMS Upgrade(s)		

### **Notice**

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

AMPS-Intrusion-Cloud VMS.xlsx



Proposal ID: 1171

**Proposal Date:** 05/02/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

#### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804 (510) 215-7009

#### **Site Information:**

Benito Juarez Elementary, Richmond Charter Academy, Amethod Public Schools Office 1450 Marina Way South Richmond, CA 94804 (510) 215-7009

#### INTRUSION ALARM UPGRADE SCOPE OF WORK

Safetight Security will upgrade the existing intrusion alarm system by installing items in **Exhibit A** below.

#### SafeTight Security will:

- -Install 5G cellular communicator with mobile application arm/disarm
- -Use all existing devices -Test all signals to confirm received at monitoring station
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time -Devices not included in Exhibit A will be repaired and/or serviced at customer request at the rate of \$120 an hour
- -In the event a device is not working SafeTight Security will issue a change order to customer for the approval of repair or replacement

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite upgrade
- -Provide SafeTight Security with current municipality alarm permit number

#### Note:

One alarm panel was located at 1450 Marina Way S Richmond, CA 94804. If a seccond alarm panel is located a change order may be submitted.

Exhibit A (Items To Be Installed)

Quantity Description Part Image

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1171

**Proposal Date:** 05/02/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

1.00 5G-Ready Communicator, AT&T (arm/disarm remotely with mobile app)



1.00 12 Volt 7.0 Ah Sealed Lead Acid Battery



Sales and Service Agreement - SafeTight Security LLC.

**1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1171

**Proposal Date:** 05/02/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems. Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.
- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to

SafeTight Security - Security That's Safe Tight



Proposal ID: 1171

**Proposal Date:** 05/02/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's monitoring center at 1-888-461-0393. Note: When receiving a call regarding alarm activity the caller ID will be 510-439-9500. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.

- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- 8. EQUIPMENT COVERED: Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work

SafeTight Security - Security That's Safe Tight



Proposal ID: 1171

**Proposal Date:** 05/02/2023

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performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer: that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired: that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-

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**Proposal Date:** 05/02/2023

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functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- **13. TERMINATION/PAYMENT:** SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- **14. PAYMENT AUTHORIZATION:** You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.
- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
- 18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

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Proposal ID: 1171

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MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$0 DUE UPON COMPLETION: \$735.33

MONTHLY SERVICE FEE: \$49.99 TERM AGREEMENT: 24 MONTHS ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$735.33

TOTAL CASH PRICE F
(applicable taxes included)

(applicable taxes

TOTAL CASH PRICE FOR SERVICES: \$1,199.76 (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

SafeTight Security - Security That's Safe Tight



Proposal ID: 1171

**Proposal Date:** 05/02/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

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THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools
SAFETIGHT SECURITY LLC.	Customer Name
(OR AUTHORIZED AGENT)	

Neftali Rosado X

SafeTight Security - Security That's Safe Tight



8495 Pardee Dr., # 6034

# AFETIGHT

# **Proposal**

Proposal ID: 1171
<b>Proposal Date: </b> 05/02/2023

Oakland, CA 94621 **CSLB License # 1078195** 510-439-9500 ACO # 8041 www.SafeTightSecurity.com Amethod Public Schools Signiature 05/02/2023 Date Signed 5/2/2023

Certified by the following agencies:

SafeTight Security - Security That's Safe Tight



# **Proposal**

Proposal ID: 1171

**Proposal Date:** 05/02/2023

CSLB License # 1078195 ACO # 8041













### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFE	TIGHT	BUSINESS		RESIDENCE
Alarm Subsci	riber - Business or Resi	dent's Name:		
Address of A	larmed Location:			
Phone Numb	er of Alarmed Location:			
		<u>EMERGENO</u>	CY CONTACTS	
			the event of an alarm. Th nd secure the premises.	ese persons must also have a key to
Name	Cell Phone Nun	nber	Work Phone Number	Home Phone Number
been complete renewed annua	d and that an alarm perr	mit has been issued. afeTight Security will	Depending on the munic register/apply for the ini-	sibility to ensure registration has ipality, alarm permits may need to be tial alarm permit. Please note this is
	Security's central station			
	<b>00</b> . We recommend you strity's Central Station) in y			
	receive a call from in the		X	

SafeTight Security's Central Station 800-286-5699

Agreed To By



Proposal ID: 1170

**Proposal Date:** 04/27/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

#### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804 (510) 235-2439

#### **Site Information:**

John Henry High School 1402 Marina Way South Richmond, CA 94804 (510) 235-2439

#### INTRUSION ALARM UPGRADE SCOPE OF WORK

SafeTight Security will upgrade an intrusion alarm system consisting of parts in **Exhibit A** below.

#### SafeTight Security will:

- -Install and program alarm panel with all existing door contacts
- -Install all new motion sensors at existing locations
- -Test all signals to confirm received at monitoring station
- -Train customer how to use system and disarm/arm system remotely through mobile application.
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request the rate of \$120 an hour
- -In the event door contacts are not working SafeTight Security will provide a change order for customer approval to repair
- -Install (2) Keypads

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite upgrade
- -Provide SafeTight Security with current municipality alarm permit number

Exhibit A (Items To Be Installed)

Quantity Description Part Image

SafeTight Security - Security That's Safe Tight



1.00 VISTA Security Control Panel

# **Proposal**

Proposal ID: 1170

**Proposal Date:** 04/27/2023

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4.00 8-Zone Expander Module for VISTA-15P, VISTA-20P & VISTA-21iP



SafeTight Security - Security That's Safe Tight



1.00 12 Volt 7.0 Ah Sealed Lead Acid Battery

# **Proposal**

Proposal ID: 1170

**Proposal Date:** 04/27/2023

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1.00 5G-Ready Communicator, Verizon (arm/disarm remotely)



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2.00 32-Character Alpha Display Keypad for VISTA Systems

### **Proposal**

Proposal ID: 1170

**Proposal Date:** 04/27/2023

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5.00 Bosch PIR Motion Sensor, 40'



Sales and Service Agreement - SafeTight Security LLC.

**1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).

### SafeTight Security - Security That's Safe Tight



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- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems. Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.
- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to

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**Proposal Date:** 04/27/2023

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11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired: that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-

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- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- **13. TERMINATION/PAYMENT:** SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- **14. PAYMENT AUTHORIZATION:** You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.
- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
- 18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

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**CSLB License # 1078195** ACO # 8041

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

\$930.13 **DOWN PAYMENT:** \$930.13 **DUE UPON COMPLETION:** 

24 **MONTHS** ("Initial Term") TERM AGREEMENT: MONTHLY SERVICE FEE: \$49.99

TOTAL INSTALL & EQUIPMENT PRICE: \$1,860.26

(applicable taxes included)

TOTAL CASH PRICE FOR SERVICES: \$1,199.76

(applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

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Rosado, Neftali	Amethod Public Schools
SAFETIGHT SECURITY LLC.	Customer Name
(OR AUTHORIZED AGENT)	

,

Neftali Rosado X

SafeTight Security - Security That's Safe Tight



Proposal ID: 1170

**Proposal Date:** 04/27/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com	CSLB License # 1078195 ACO # 8041
Signiature	Amethod Public Schools
04/27/2023	
4/27/2023	Date Signed

Certified by the following agencies:

SafeTight Security - Security That's Safe Tight



# **Proposal**

Proposal ID: 1170

**Proposal Date:** 04/27/2023

CSLB License # 1078195 ACO # 8041













### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFE	TIGHT	BUSINESS		RESIDENCE
Alarm Subscr	iber - Business or Reside	nt's Name:		
Address of Al	armed Location:			
Phone Numbe	er of Alarmed Location: _			
		EMERGENC)	CONTACTS	
	e persons (if possible) wh nd be able to reset a malf			ese persons must also have a key to
Name	Cell Phone Numb	er	Work Phone Number	Home Phone Number
been completed renewed annual	l and that an alarm permi	t has been issued. D Tight Security will r	epending on the munici egister/apply for the init	sibility to ensure registration has pality, alarm permits may need to be ial alarm permit. Please note this is
as (510) 439-950 (SafeTight Secur	Security's central station ca 10. We recommend you sto ity's Central Station) in you receive a call from in the ev	re this number as r phone. This is the	X	

SafeTight Security's Central Station 800-286-5699

Agreed To By



Proposal ID: 1168

**Proposal Date:** 04/26/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

#### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804 (510) 535-1580

#### **Site Information:**

Down Town Charter Academy 2000 Dennison Street Oakland, CA 94606 (510) 535-1580

#### INTRUSION ALARM UPGRADE SCOPE OF WORK

SafeTight Security will upgrade the existing intrusion alarm system consisting of parts in Exhibit A below.

#### SafeTight Security will:

- -Install and program alarm panel with all existing door contacts other devices (except sound detection)
- -Test all signals to confirm received at monitoring station
- -Train customer how to use system and disarm/arm system remotely through mobile application.
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request the rate of \$120 an hour
- -In the event door contacts and other devices are not working SafeTight Security will provide a change order for customer approval to repair or replace
- -Install (2) Keypads

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite upgrade
- -Provide SafeTight Security with current municipality alarm permit number

Exhibit A (Items To Be Installed)

Quantity Description Part Image

### SafeTight Security - Security That's Safe Tight



1.00 VISTA-20P VISTA Security Control Panel

# **Proposal**

Proposal ID: 1168

**Proposal Date:** 04/26/2023

CSLB License # 1078195 ACO # 8041



1.00 12 Volt 7.0 Ah Sealed Lead Acid Battery



SafeTight Security - Security That's Safe Tight



Proposal ID: 1168

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3.00 8-Zone Expander Module for VISTA-15P, VISTA-20P & VISTA-21iP



1.00 5G-Ready Communicator, Verizon (arm/disarm remotely with mobile app)



SafeTight Security - Security That's Safe Tight



2.00 32-Character Alpha Display Keypad for VISTA Systems

### **Proposal**

Proposal ID: 1168

**Proposal Date:** 04/26/2023

CSLB License # 1078195 ACO # 8041



#### Sales and Service Agreement – SafeTight Security LLC.

- **1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).
- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1168

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8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.

- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- 6. OPERATION: Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's monitoring center at 1-888-461-0393. Note: When receiving a call regarding alarm activity the caller ID will be 510-439-9500. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.
- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- **8. EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all

SafeTight Security - Security That's Safe Tight



Proposal ID: 1168

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CSLB License # 1078195 ACO # 8041

facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security

SafeTight Security - Security That's Safe Tight



Proposal ID: 1168

**Proposal Date:** 04/26/2023

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MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- 13. TERMINATION/PAYMENT: SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- 14. PAYMENT AUTHORIZATION: You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not

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CSLB License # 1078195 ACO # 8041

receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.

- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

**18. JURISDICTION:** This Agreement will be governed by the laws of the State of CA.

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$893.02 DUE UPON COMPLETION: \$893.03

SafeTight Security - Security That's Safe Tight



Proposal ID: 1168

**Proposal Date:** 04/26/2023

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CSLB License # 1078195 ACO # 8041

MONTHLY SERVICE FEE: \$49.99 TERM AGREEMENT: 24 **MONTHS** ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$1,620.68 (applicable taxes included)

TOTAL CASH PRICE FOR SERVICES: \$1,199.76 (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

SafeTight Security - Security That's Safe Tight



Proposal ID: 1168

**Proposal Date:** 04/26/2023

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CSLB License # 1078195 ACO # 8041

CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools
SAFETIGHT SECURITY LLC. (OR AUTHORIZED AGENT)	Customer Name
Neftali Rosado	X
Signiature	Amethod Public Schools
04/26/2023	
4/26/2023	Date Signed

SafeTight Security - Security That's Safe Tight



# **Proposal**

Proposal ID: 1168

**Proposal Date:** 04/26/2023

CSLB License # 1078195 ACO # 8041

Date Signed

#### Certified by the following agencies:













### SafeTight Security - Security That's Safe Tight



## **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFE	TIGHT	BUSINESS	RE	SIDENCE
Alarm Subsc	riber - Business or Resident'	s Name:		
Address of A	larmed Location:			
Phone Numb	er of Alarmed Location:			
	vord:			
		<b>EMERGENCY</b>	<u>CONTACTS</u>	
	e persons (if possible) who nd be able to reset a malfund			persons must also have a key to
Name	Cell Phone Number	V	Vork Phone Number	Home Phone Number
been complete renewed annua	d and that an alarm permit h	as been issued. De ght Security will re	pending on the municipal gister/apply for the initial a	lity to ensure registration has ity, alarm permits may need to be alarm permit. Please note this is
as <b>(510) 439-95</b> (SafeTight Secu	Security's central station caller <b>00</b> . We recommend you store rity's Central Station) in your p receive a call from in the even	this number as hone. This is the	X	

SafeTight Security's Central Station 800-286-5699

Agreed To By



Proposal ID: 1167

**Proposal Date:** 04/26/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

#### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804 (510) 532-6751

#### **Site Information:**

Oakland Charter Academy 4215 Foothill Blvd Oakland, CA 94601 (510) 532-6751

#### INTRUSION ALARM UPGRADE SCOPE OF WORK

Safetight Security will upgrade the existing intrusion alarm system by installing items in Exhibit A below.

#### SafeTight Security will:

- -Install 5G cellular communicator with mobile application arm/disarm
- -Use all existing devices
- -Test all signals to confirm received at monitoring station
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request at the rate of \$120 an hour
- -In the event a device is not working SafeTight Security will issue a change order to customer for the approval of repair or replacement

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite upgrade
- -Provide SafeTight Security with current municipality alarm permit number

#### Exhibit A (Items To Be Installed)

Quantity Description Part Image

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1167

**Proposal Date:** 04/26/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

1.00 5G-Ready Communicator, Verizon (arm/disarm remotely through mobile app)



#### Sales and Service Agreement – SafeTight Security LLC.

- **1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).
- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1167

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and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.

- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- 6. OPERATION: Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's monitoring center at 1-888-461-0393. Note: When receiving a call regarding alarm activity the caller ID will be 510-439-9500. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.
- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- **8. EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all

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facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security

SafeTight Security - Security That's Safe Tight



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8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- 13. TERMINATION/PAYMENT: SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- 14. PAYMENT AUTHORIZATION: You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not

SafeTight Security - Security That's Safe Tight



Proposal ID: 1167

**Proposal Date:** 04/26/2023

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receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.

- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$0 DUE UPON COMPLETION: \$429.98

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Proposal ID: 1167

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MONTHLY SERVICE FEE: \$49.99 TERM AGREEMENT: 24 **MONTHS** ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$429.98 (applicable taxes included)

TOTAL CASH PRICE FOR SERVICES: \$1,199.76 (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

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Proposal ID: 1167

**Proposal Date:** 04/26/2023

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CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools
SAFETIGHT SECURITY LLC. OR AUTHORIZED AGENT)	Customer Name
Neftali Rosado	x
Signiature	Amethod Public Schools
04/26/2023	
1/26/2023	Date Signed

SafeTight Security - Security That's Safe Tight



04/26/2023	
4/26/2023	

# **Proposal**

Proposal ID: 1167 Proposal Date: 04/26/2023

CSLB License # 1078195 ACO # 8041

Date Signed

#### Certified by the following agencies:













### SafeTight Security - Security That's Safe Tight



## **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFE	TIGHT URITY	BUSINESS	RES	SIDENCE
Alarm Subscr	riber - Business or Reside	nt's Name:		
Address of A	larmed Location:			
Phone Number	er of Alarmed Location:			
		<u>EMERGENCY</u>	<u>CONTACTS</u>	
	e persons (if possible) wh nd be able to reset a malfu			persons must also have a key to
Name	Cell Phone Number	er V	ork Phone Number	Home Phone Number
been completed renewed annua	d and that an alarm permit	has been issued. De Tight Security will reg	pending on the municipalit gister/apply for the initial a	ity to ensure registration has ty, alarm permits may need to be larm permit. Please note this is
as <b>(510) 439-950</b> (SafeTight Secur	Security's central station cal <b>00</b> . We recommend you stor rity's Central Station) in your receive a call from in the even	re this number as phone. This is the	X Agreed To By	

SafeTight Security's Central Station 800-286-5699



Proposal ID: 1158

**Proposal Date:** 04/19/2023

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CSLB License # 1078195 ACO # 8041

#### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804 (510) 436-0101

#### **Site Information:**

Oakland Charter High School (10/11) 2433 Coolidge Ave Oakland, CA 94691 (510) 436-0101

#### ALARM UPGRADE SCOPE OF WORK

SafeTight Security will upgrade an intrusion alarm system consisting of parts in Exhibit A below.

#### SafeTight Security will:

- -Install and program alarm panel with all existing door contacts
- -Install all new motion sensors at existing locations
- -Test all signals to confirm received at monitoring station
- -Train customer how to use system and disarm/arm system remotely through mobile application.
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request the rate of \$120 an hour
- -In the event door contacts are not working SafeTight Security will provide a change order for customer approval to repair
- -Separate main building 10/11 from cafeteria and install separate alarm panel in cafateria
- -Install (2) Keypads

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite installation
- -Provide SafeTight Security with current local alarm permit

#### Exhibit A (Items To Be Installed)

Quantity Description Part Image

### SafeTight Security - Security That's Safe Tight



1.00 VISTA Security Control Panel

# **Proposal**

Proposal ID: 1158

**Proposal Date:** 04/19/2023

CSLB License # 1078195 ACO # 8041



3.00 Wired 8-Zone Expander Module for VISTA



SafeTight Security - Security That's Safe Tight



1.00 Security Wireless Receiver

4.00 Bosch Blue Line Gen2 PIR Motion Sensor, 40'

# **Proposal**

Proposal ID: 1158

**Proposal Date:** 04/19/2023

CSLB License # 1078195 ACO # 8041





SafeTight Security - Security That's Safe Tight



1.00 12 Volt 7.0 Ah Sealed Lead Acid Battery

# **Proposal**

Proposal ID: 1158

**Proposal Date:** 04/19/2023

CSLB License # 1078195 ACO # 8041



 Universal 5G-Ready Communicator, Verizon - Mobile Application arm/disarm



SafeTight Security - Security That's Safe Tight



2.00 Alpha Display Keypad for VISTA Systems

# **Proposal**

Proposal ID: 1158

**Proposal Date:** 04/19/2023

CSLB License # 1078195 ACO # 8041



#### Sales and Service Agreement – SafeTight Security LLC.

- **1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).
- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1158

**Proposal Date:** 04/19/2023

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CSLB License # 1078195 ACO # 8041

and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.

- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's security central at 1-800-286-5699. Note: When receiving a call regarding alarm activity the caller ID will be 704-838-8000. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.
- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- **8. EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all

SafeTight Security - Security That's Safe Tight



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8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security

SafeTight Security - Security That's Safe Tight



Proposal ID: 1158

**Proposal Date:** 04/19/2023

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MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- 13. TERMINATION/PAYMENT: SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- 14. PAYMENT AUTHORIZATION: You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not

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Proposal ID: 1158

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receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.

- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$939.88 DUE UPON COMPLETION: \$939.88

SafeTight Security - Security That's Safe Tight



Proposal ID: 1158

**Proposal Date:** 04/19/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

MONTHLY SERVICE FEE: \$49.99 TERM AGREEMENT: 24 **MONTHS** ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$1,879.76 (applicable taxes included)

TOTAL CASH PRICE FOR SERVICES: \$1,199.76 (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

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Proposal ID: 1158

**Proposal Date:** 04/19/2023

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CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools
SAFETIGHT SECURITY LLC. (OR AUTHORIZED AGENT)	Customer Name
Neftali Rosado	×
Signiature	Amethod Public Schools
04/19/2023	
4/19/2023	Date Signed

SafeTight Security - Security That's Safe Tight



Proposal ID: 1158

**Proposal Date:** 04/19/2023

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CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools	
SAFETIGHT SECURITY LLC. (OR AUTHORIZED AGENT)	Customer Name	
Neftali Rosado	<u>X</u>	
Signiature	Amethod Public Schools	
04/19/2023		
<u> </u>	Date Signed	

SafeTight Security - Security That's Safe Tight



Proposal ID: 1164

**Proposal Date:** 04/21/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

#### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804 (510) 436-0101

#### **Site Information:**

Oakland Charter High School (9A/9B) 2433 Coolidge Ave Oakland, CA 94691 (510) 436-0101

#### ALARM UPGRADE SCOPE OF WORK

SafeTight Security will upgrade an existing intrusion alarm with parts in Exhibit A below.

#### SafeTight Seurity will:

- -Install 5G cellular communicator with remote arm/disarm capability through mobile app
- -Program alarm panel for (2) partitions so that 9A and 9B can function as if there were two alarm systems.
- -Replace existing damanged keypad in 9A and install keypad in 9B
- -Use all existing devices
- -Test all signals to confirm received at monitoring station
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request at the rate of \$120 an hour
- -In the event a device is not working SafeTight Security will issue a change order to customer for the approval of repair or replacement

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite upgrade
- -Provide SafeTight Security with current municipality alarm permit number

#### Exhibit A (Items To Be Installed)

Quantity Description Part Image

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1164

**Proposal Date:** 04/21/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

1.00 5G-Ready Communicator, Verizon (remote arm/disarm with mobile app)



2.00 Alpha Display Keypad for VISTA Systems



#### Sales and Service Agreement - SafeTight Security LLC.

**1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1164

**Proposal Date:** 04/21/2023

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- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems. Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.
- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to

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permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's security central at 1-800-286-5699. Note: When receiving a call regarding alarm activity the caller ID will be 704-838-8000. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.

- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- 8. EQUIPMENT COVERED: Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work

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performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired: that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-

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functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- **13. TERMINATION/PAYMENT:** SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- **14. PAYMENT AUTHORIZATION:** You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.
- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
- 18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

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MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$261.84 DUE UPON COMPLETION: \$261.85

MONTHLY SERVICE FEE: \$34.99 TERM AGREEMENT: 24 MONTHS ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$523.69 TOTAL CASH PRICE FOR SERVICES: \$839.76

(applicable taxes included)

(applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

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THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools	
SAFETIGHT SECURITY LLC.	Customer Name	
(OR AUTHORIZED AGENT)		

Neftali Rosado X

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4/20/2023

# SAFETIGHT

# **Proposal**

Proposal ID: 1164

**Date Signed** 

**Proposal Date:** 04/21/2023

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Signiature	Amethod Public Schools
04/21/2023	

Certified by the following agencies:

SafeTight Security - Security That's Safe Tight



# **Proposal**

Proposal ID: 1164 Proposal Date: 04/21/2023

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### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFE	URITY	BUSINESS		RESIDENCE
Alarm Subsc	riber - Business or Reside	nt's Name:		
Address of A	Alarmed Location:			
Phone Numb	per of Alarmed Location:			
		<u>EMERGENC'</u>	Y CONTACTS	
	ee persons (if possible) wh and be able to reset a malfo			se persons must also have a key to
Name	Cell Phone Numb	er	Work Phone Number	Home Phone Number
_				
been complete renewed annua	ed and that an alarm permit	t has been issued. D Tight Security will r	epending on the munici egister/apply for the initi	sibility to ensure registration has pality, alarm permits may need to be all alarm permit. Please note this is
as (704) 838-80 (SafeTight Secu	Security's central station ca 100. We recommend you sto urity's Central Station) in you	re this number as r phone. This is the		
	receive a call from in the ev		X	
			Agreed To By	

SafeTight Security's Central Station 800-286-5699



Proposal ID: 1165

**Proposal Date:** 04/21/2023

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#### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804 (510) 436-0101

#### **Site Information:**

Oakland Charter High School (9C/9D) 2433 Coolidge Ave Oakland, CA 94691 (510) 436-0101

### **ALARM UPGRADE SCOPE OF WORK**

SafeTight Security will upgrade an existing intrusion alarm with parts in Exhibit A below.

#### SafeTight Seurity will:

- -Install 5G cellular communicator with remote arm/disarm capability through mobile app
- -Program alarm panel for (2) partitions so that 9C and 9D can function as if there were two alarm systems.
- -Install keypad in 9D or 9C
- -Use all existing devices
- -Test all signals to confirm received at monitoring station
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request at the rate of \$120 an hour
- -In the event a device is not working SafeTight Security will issue a change order to customer for the approval of repair or replacement

### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite upgrade
- -Provide SafeTight Security with current municipality alarm permit number

### Exhibit A (Items To Be Installed)

Quantity Description Part Image

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1.00 5G-Ready Communicator, Verizon (remote arm/disarm with mobile app)



1.00 Alpha Display Keypad for VISTA Systems



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1.00 Bosch ISC-BPR2-W12 Blue Line Gen2 PIR Motion Sensor, 40'



### Sales and Service Agreement – SafeTight Security LLC.

- **1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).
- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal

### SafeTight Security - Security That's Safe Tight



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and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.

- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's security central at 1-800-286-5699. Note: When receiving a call regarding alarm activity the caller ID will be 704-838-8000. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.
- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- **8. EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all

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facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security

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MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- 13. TERMINATION/PAYMENT: SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- 14. PAYMENT AUTHORIZATION: You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not

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receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.

- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

**18. JURISDICTION:** This Agreement will be governed by the laws of the State of CA.

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$195.69 DUE UPON COMPLETION: \$195.70

SafeTight Security - Security That's Safe Tight



Proposal ID: 1165

**Proposal Date:** 04/21/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

MONTHLY SERVICE FEE: \$34.99 TERM AGREEMENT: 24 **MONTHS** ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$391.39 (applicable taxes included)

TOTAL CASH PRICE FOR SERVICES: \$839.76 (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

SafeTight Security - Security That's Safe Tight



Proposal ID: 1165

**Proposal Date:** 04/21/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools
SAFETIGHT SECURITY LLC. (OR AUTHORIZED AGENT)	Customer Name
Neftali Rosado	X
Signiature	Amethod Public Schools
04/21/2023	
4/20/2023	Date Signed

SafeTight Security - Security That's Safe Tight



# **Proposal**

Proposal ID: 1165

**Proposal Date:** 04/21/2023

CSLB License # 1078195 ACO # 8041

Date Signed

### Certified by the following agencies:













### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFE	TIGHT	BUSINESS	RES	SIDENCE
Alarm Subsc	riber - Business or Residen	t's Name:		
Address of A	larmed Location:			
Phone Numb	er of Alarmed Location:			
	word:			
		EMERGENCY (	CONTACTS	
	e persons (if possible) who nd be able to reset a malfur			persons must also have a key to
Name	Cell Phone Number	r W	ork Phone Number	Home Phone Number
been complete renewed annua	d and that an alarm permit I	has been issued. Dep ight Security will reg	ending on the municipalit ister/apply for the initial al	ty to ensure registration has y, alarm permits may need to be arm permit. Please note this is
as (704) 838-80 (SafeTight Secu	Security's central station calle  00. We recommend you store rity's Central Station) in your receive a call from in the ever	e this number as phone. This is the	X	

SafeTight Security's Central Station 800-286-5699

Agreed To By



Proposal ID: 1160

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804

#### **Site Information:**

Oakland Charter High School (12A/12B) 2433 Coolidge Ave Oakland, CA 94601

### ALARM UPGRADE SCOPE OF WORK

SafeTight Security will upgrade an existing alarm system by installing items in Exhibit A below.

### SafeTight Security will:

- -Install 5G cellular communicator mobile application arm/disarm
- -Install motion sensor in back room
- -Use all existing devices
- -Test all signals to confirm received at monitoring station
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request at the rate of \$120 an hour
- -In the event a device is not working SafeTight Security will issue a change order to customer for the approval of repair or replacement

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite upgrade
- -Provide SafeTight Security with current municipality alarm permit number

#### Exhibit A (Items To Be Installed)

Quantity Description Part Image

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1160

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

1.00 5G-Ready Communicator, Verizon (remote arm/disarm with mobile application)



1.00 Bosch ISC-BPR2-W12 Blue Line Gen2 PIR Motion Sensor, 40'



Sales and Service Agreement - SafeTight Security LLC.

**1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1160

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems. Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.
- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to

SafeTight Security - Security That's Safe Tight



Proposal ID: 1160

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's security central at 1-800-286-5699. Note: When receiving a call regarding alarm activity the caller ID will be 704-838-8000. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.

- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- 8. EQUIPMENT COVERED: Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work

SafeTight Security - Security That's Safe Tight



Proposal ID: 1160

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer: that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired: that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-

SafeTight Security - Security That's Safe Tight



Proposal ID: 1160

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- **13. TERMINATION/PAYMENT:** SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- **14. PAYMENT AUTHORIZATION:** You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.
- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
- 18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

SafeTight Security - Security That's Safe Tight



Proposal ID: 1160

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

**CSLB License # 1078195** ACO # 8041

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

\$162.62 **DOWN PAYMENT:** \$162.62 **DUE UPON COMPLETION:** 

24 **MONTHS** ("Initial Term") TERM AGREEMENT: MONTHLY SERVICE FEE: \$34.99

TOTAL INSTALL & EQUIPMENT PRICE: \$325.24 TOTAL CASH PRICE FOR SERVICES: \$839.76 (applicable taxes included)

(applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

SafeTight Security - Security That's Safe Tight



Proposal ID: 1160

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools	
SAFETIGHT SECURITY LLC.	Customer Name	
(OR AUTHORIZED AGENT)		

Neftali Rosado X

SafeTight Security - Security That's Safe Tight



04/20/2023

4/20/2023

# **Proposal**

Date Signed

Proposal	ID: 1	160
<b>Proposal</b>	Date:	04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com	CSLB License # 1078195 ACO # 8041
Signiature	Amethod Public Schools

Certified by the following agencies:

SafeTight Security - Security That's Safe Tight



# **Proposal**

Proposal ID: 1160

**Proposal Date:** 04/20/2023

CSLB License # 1078195 ACO # 8041













### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFE	TIGHT	BUSINESS		RESIDENCE
Alarm Subsc	riber - Business or Resid	ent's Name:		
Address of A	larmed Location:			
Phone Numb	er of Alarmed Location:			
		EMERGENC	Y CONTACTS	
	e persons (if possible) w nd be able to reset a mal			se persons must also have a key to
Name	Cell Phone Num	ber	Work Phone Number	Home Phone Number
been complete renewed annua	d and that an alarm perm	it has been issued. I feTight Security will	Depending on the municing register/apply for the initi	ibility to ensure registration has pality, alarm permits may need to be al alarm permit. Please note this is
as (704) 838-80 (SafeTight Secu	Security's central station cool. We recommend you strity's Central Station) in your receive a call from in the e	ore this number as ur phone. This is the		
		Tank or an alarm	X Agreed To By	

SafeTight Security's Central Station 800-286-5699



Proposal ID: 1163

**Proposal Date:** 04/21/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804

#### **Site Information:**

Oakland Charter High School (12D) 2433 Coolidge Ave Oakland, CA 94601

#### **ALARM INSTALLATION SCOPE OF WORK**

SafeTight Security install a intrusion alarm system consisting of parts in Exhibit A below.

### SafeTight Security will:

- -Install and program alarm panel
- -Install (1) motion sensors ,(1) door contact and (1) Keypad
- -Test all signals to confirm received at monitoring station
- -Train customer how to use system and disarm/arm system remotely through mobile application
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time

### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite installation
- -Provide SafeTight Security with current municipality alarm permit number

### Exhibit A (Items To Be Installed)

Quantity Description Part Image

SafeTight Security - Security That's Safe Tight



1.00 VISTA Security Control Panel

# **Proposal**

Proposal ID: 1163

**Proposal Date:** 04/21/2023

CSLB License # 1078195 ACO # 8041



1.00 12 Volt 7.0 Ah Sealed Lead Acid Battery



SafeTight Security - Security That's Safe Tight



1.00 Alpha Display Keypad for VISTA Systems

# **Proposal**

Proposal ID: 1163

**Proposal Date:** 04/21/2023

CSLB License # 1078195 ACO # 8041



1.00 Door/Window Transmitter with Hardware, White



SafeTight Security - Security That's Safe Tight



1.00 Wireless Receiver

1.00 Motion Sensor With Pet Immunity,

# **Proposal**

Proposal ID: 1163

**Proposal Date:** 04/21/2023

CSLB License # 1078195 ACO # 8041





SafeTight Security - Security That's Safe Tight



Proposal ID: 1163

**Proposal Date:** 04/21/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

1.00 5G-Ready Communicator, Verizon (remote arm/disarm with mobile app)



#### Sales and Service Agreement - SafeTight Security LLC.

- **1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).
- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1163

**Proposal Date:** 04/21/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.

- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's security central at 1-800-286-5699. Note: When receiving a call regarding alarm activity the caller ID will be 704-838-8000. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.
- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- **8. EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all

SafeTight Security - Security That's Safe Tight



Proposal ID: 1163

**Proposal Date:** 04/21/2023

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facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security

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MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- 13. TERMINATION/PAYMENT: SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- 14. PAYMENT AUTHORIZATION: You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not

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receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.

- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$151.59 DUE UPON COMPLETION: 151.60

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MONTHLY SERVICE FEE: \$34.99

MONTHS ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$303.19 (applicable taxes included)

TOTAL CASH PRICE FOR SERVICES: \$839.76 (applicable taxes included)

TERM AGREEMENT:

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

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CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools
SAFETIGHT SECURITY LLC. (OR AUTHORIZED AGENT)	Customer Name
Neftali Rosado	X
Signiature	Amethod Public Schools
04/21/2023	
4/20/2023	Date Signed

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## **Proposal**

Proposal ID: 1163 Proposal Date: 04/21/2023

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Date Signed

### Certified by the following agencies:













### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFE	IIGHI JRITY——	BUSINESS	RES	SIDENCE
Alarm Subscr	riber - Business or Resident	i's Name:		
Address of A	larmed Location:			
Phone Number	er of Alarmed Location:			
	vord:			
		EMERGENCY CON	<u>_</u>	
	e persons (if possible) who nd be able to reset a malfun			ersons must also have a key to
Name	Cell Phone Number	Work	Phone Number	Home Phone Number
been completed renewed annua	d and that an alarm permit h	nas been issued. Depend ight Security will registe	ling on the municipalit	ty to ensure registration has y, alarm permits may need to be arm permit. Please note this is
as (704) 838-800	Security's central station calle  00. We recommend you store	this number as		
	rity's Central Station) in your <mark>բ</mark> receive a call from in the ever		X	
			Agreed To By	<del></del> ,

SafeTight Security's Central Station 800-286-5699



Proposal ID: 1166

**Proposal Date:** 04/21/2023

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### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804

#### **Site Information:**

Oakland Charter High School (Cafe Overflow) 2433 Coolidge Ave Oakland, CA 94601

#### ALARM UPGRADE SCOPE OF WORK

SafeTight Security will upgrade an existing intrusion alarm with parts in Exhibit A below.

#### SafeTight Seurity will:

- -Install 5G cellular communicator with remote arm/disarm capability through mobile app
- -Replace existing damanged keypad
- -Use all existing devices
- -Test all signals to confirm received at monitoring station
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request at the rate of \$120 an hour
- -In the event a device is not working SafeTight Security will issue a change order to customer for the approval of repair or replacement

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite upgrade
- -Provide SafeTight Security with current municipality alarm permit number

### Exhibit A (Items To Be Installed)

Quantity Description Part Image

### SafeTight Security - Security That's Safe Tight



1.00 Door/Window Transmitter with Hardware, White

1.00 Motion Sensor With Pet Immunity,

# **Proposal**

Proposal ID: 1166

**Proposal Date:** 04/21/2023

CSLB License # 1078195 ACO # 8041





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1.00 Alpha Display Keypad for VISTA Systems

# **Proposal**

Proposal ID: 1166

**Proposal Date:** 04/21/2023

CSLB License # 1078195 ACO # 8041



1.00 5G-Ready Communicator, Verizon (remote arm/disarm with mobile app)



Sales and Service Agreement - SafeTight Security LLC.

**1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).

### SafeTight Security - Security That's Safe Tight



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- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems. Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.
- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to

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permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's security central at 1-800-286-5699. Note: When receiving a call regarding alarm activity the caller ID will be 704-838-8000. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.

- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- 8. EQUIPMENT COVERED: Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work

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performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired: that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-

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functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- **13. TERMINATION/PAYMENT:** SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- **14. PAYMENT AUTHORIZATION:** You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.
- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
- 18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

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MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$264.60 DUE UPON COMPLETION: \$264.60

MONTHLY SERVICE FEE: \$34.99 TERM AGREEMENT: 24 **MONTHS** ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$529.20 TOTAL CASH PRICE FOR SERVICES: \$839.76

(applicable taxes included)

(applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

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THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

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THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools	
SAFETIGHT SECURITY LLC.	Customer Name	
(OR AUTHORIZED AGENT)		

Neftali Rosado X

SafeTight Security - Security That's Safe Tight



4/20/2023

# **Proposal**

**Date Signed** 

Proposal	ID: 1	166
Proposal	Date:	04/21/2023

Certified by the following agencies:

SafeTight Security - Security That's Safe Tight



# **Proposal**

Proposal ID: 1166

**Proposal Date:** 04/21/2023

CSLB License # 1078195 ACO # 8041













### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFETI	<u>GHT</u>	BUSINESS	I	RESIDENCE	
Alarm Subscribe	r - Business or Resident	t's Name:			
Address of Alarm	ned Location:				
Phone Number o	f Alarmed Location:				
		EMERGENC	CY CONTACTS		
	ersons (if possible) who be able to reset a malfun			hese persons must also	have a key to
ame	Cell Phone Number	•	Work Phone Number	Home P	hone Number
een completed an enewed annually.	d that an alarm permit h	nas been issued. I ight Security will	Depending on the mun register/apply for the i	onsibility to ensure regist icipality, alarm permits m nitial alarm permit. Please	ay need to be
s <b>(704) 838-8000</b> . \ SafeTight Security's	urity's central station calle We recommend you store Central Station) in your prive a call from in the ever	this number as phone. This is the			

SafeTight Security's Central Station 800-286-5699



Proposal ID: 1159

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804

#### **Site Information:**

Oakland Charter High School (Cafeteria/12C) 2433 Coolidge Ave Oakland, CA 94601

#### ALARM INSTALLATION SCOPE OF WORK

SafeTight Security will upgrade an intrusion alarm system consisting of parts in Exhibit A below.

#### SafeTight Security will:

- -Install and program alarm panel with all existing door contacts
- -Install all new motion sensors at existing locations
- -Test all signals to conform received at monitoring station
- -Train customer how to use system and disarm/arm system remotely through mobile application.
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request at the rate of \$120 an hour
- -In the event door contacts are not working SafeTight Security will provide a change order for customer approval to repair
- -Separate main building 10/11 from cafeteria
- -Install (3) Keypads
- -Program (2) Partitions (cafeteria / Classroom)

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite installation
- -Customer to provide current alarm permit

#### Exhibit A (Items To Be Installed)

Quantity Description Part Image

### SafeTight Security - Security That's Safe Tight



1.00 VISTA-20P VISTA Security Control Panel

# **Proposal**

Proposal ID: 1159

**Proposal Date:** 04/20/2023

CSLB License # 1078195 ACO # 8041



1.00 12 Volt 7.0 Ah Sealed Lead Acid Battery



SafeTight Security - Security That's Safe Tight



1.00 Security Wireless Receiver

# **Proposal**

Proposal ID: 1159

**Proposal Date:** 04/20/2023

CSLB License # 1078195 ACO # 8041



3.00 Alpha Display Keypad for VISTA Systems



SafeTight Security - Security That's Safe Tight



Proposal ID: 1159

**Proposal Date:** 04/20/2023

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CSLB License # 1078195 ACO # 8041

1.00 5G-Ready Communicator, Verizon - Mobile app arm/disarm



2.00 Wired 8-Zone Expander Module for VISTA



SafeTight Security - Security That's Safe Tight



1.00 DS937 Motion detector 360° ceiling 50ft

# **Proposal**

Proposal ID: 1159

**Proposal Date:** 04/20/2023

CSLB License # 1078195 ACO # 8041



4.00 Bosch ISC-BPR2-W12 Blue Line Gen2 PIR Motion Sensor, 40'



Sales and Service Agreement - SafeTight Security LLC.

**1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1159

**Proposal Date:** 04/20/2023

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CSLB License # 1078195 ACO # 8041

- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems. Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.
- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to

SafeTight Security - Security That's Safe Tight



Proposal ID: 1159

**Proposal Date:** 04/20/2023

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CSLB License # 1078195 ACO # 8041

permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's security central at 1-800-286-5699. Note: When receiving a call regarding alarm activity the caller ID will be 704-838-8000. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.

- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- 8. EQUIPMENT COVERED: Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work

SafeTight Security - Security That's Safe Tight



Proposal ID: 1159

**Proposal Date:** 04/20/2023

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CSLB License # 1078195 ACO # 8041

performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired: that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-

SafeTight Security - Security That's Safe Tight



Proposal ID: 1159

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- **13. TERMINATION/PAYMENT:** SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- **14. PAYMENT AUTHORIZATION:** You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.
- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
- 18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

SafeTight Security - Security That's Safe Tight



Proposal ID: 1159

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

**CSLB License # 1078195** ACO # 8041

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

788.29 **DOWN PAYMENT:** 788.29 **DUE UPON COMPLETION:** 

24 **MONTHS** ("Initial Term") TERM AGREEMENT: MONTHLY SERVICE FEE: \$49.99

TOTAL INSTALL & EQUIPMENT PRICE: \$1,576.58

(applicable taxes included)

TOTAL CASH PRICE FOR SERVICES: \$1,199.76 (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

SafeTight Security - Security That's Safe Tight



Proposal ID: 1159

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

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THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools	
SAFETIGHT SECURITY LLC.	Customer Name	
(OR AUTHORIZED AGENT)		

Neftali Rosado X

SafeTight Security - Security That's Safe Tight



Proposal ID: 1159

	Proposal Date: 04/20/2023
8495 Pardee Dr., # 6034	

 Oakland, CA 94621
 CSLB License # 1078195

 \$10-439-9500
 ACO # 8041

 Signiature

 Amethod Public Schools

 04/20/2023

 4/20/2023
 Date Signed

Certified by the following agencies:

SafeTight Security - Security That's Safe Tight



# **Proposal**

Proposal ID: 1159

**Proposal Date:** 04/20/2023

CSLB License # 1078195 ACO # 8041













### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFE	TIGHT	BUSINESS		RESIDENCE
Alarm Subscr	riber - Business or Reside	nt's Name:		
Address of A	larmed Location:			
Verbal Passw	vord:			
		<u>EMERGENC</u>	Y CONTACTS	
	e persons (if possible) wh nd be able to reset a malfu			ese persons must also have a key to
Name	Cell Phone Numb	er	Work Phone Number	Home Phone Number
-				
been completed renewed annual	d and that an alarm permit	has been issued. D Tight Security will r	epending on the munici egister/apply for the init	sibility to ensure registration has pality, alarm permits may need to be ial alarm permit. Please note this is
as (704) 838-800 (SafeTight Secu	Security's central station cal 00. We recommend you stority's Central Station) in your receive a call from in the every	re this number as r phone. This is the	V	

SafeTight Security's Central Station 800-286-5699



Proposal ID: 1162

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

### **Customer Information:**

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804

#### **Site Information:**

Oakland Charter High School (Cottage) 2433 Coolidge Ave Oakland, CA 94601

#### **ALARM INSTALLATION SCOPE OF WORK**

SafeTight Security will upgrade an intrusion alarm system consisting of parts in Exhibit A below.

#### SafeTight Security will:

- -Install and program alarm panel
- -Install (2) motion sensors ,(1) door contact and (1) Keypad
- -Test all signals to confirm received at monitoring station
- -Train customer how to use system and disarm/arm system remotely through mobile application.
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite installation
- -Provide SafeTight Security with current municipality alarm permit number

#### Exhibit A (Items To Be Installed)

Quantity Description Part Image

### SafeTight Security - Security That's Safe Tight



1.00 VISTA Security Control Panel

# **Proposal**

Proposal ID: 1162

**Proposal Date:** 04/20/2023

CSLB License # 1078195 ACO # 8041



1.00 12 Volt 7.0 Ah Sealed Lead Acid Battery



SafeTight Security - Security That's Safe Tight



1.00 Alpha Display Keypad for VISTA Systems

# **Proposal**

Proposal ID: 1162

**Proposal Date:** 04/20/2023

CSLB License # 1078195 ACO # 8041



1.00 Door/Window Transmitter with Hardware, White



SafeTight Security - Security That's Safe Tight



1.00 Wireless Receiver

2.00 Motion Sensor With Pet Immunity,

## **Proposal**

Proposal ID: 1162

**Proposal Date:** 04/20/2023

CSLB License # 1078195 ACO # 8041





SafeTight Security - Security That's Safe Tight



Proposal ID: 1162

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

1.00 5G-Ready Communicator, Verizon (remote arm/disarm with mobile app)



#### Sales and Service Agreement – SafeTight Security LLC.

- **1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).
- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1162

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.

- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's security central at 1-800-286-5699. Note: When receiving a call regarding alarm activity the caller ID will be 704-838-8000. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.
- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- **8. EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all

SafeTight Security - Security That's Safe Tight



Proposal ID: 1162

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security

SafeTight Security - Security That's Safe Tight



Proposal ID: 1162

**Proposal Date:** 04/20/2023

8495 Pardee Dr., # 6034 Oakland, CA 94621 510-439-9500 www.SafeTightSecurity.com

CSLB License # 1078195 ACO # 8041

MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- 13. TERMINATION/PAYMENT: SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- 14. PAYMENT AUTHORIZATION: You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not

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receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.

- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

**18. JURISDICTION:** This Agreement will be governed by the laws of the State of CA.

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$187.42 DUE UPON COMPLETION: \$187.43

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Proposal ID: 1162

**Proposal Date:** 04/20/2023

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MONTHLY SERVICE FEE: \$34.99 TERM AGREEMENT: 24 **MONTHS** ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$374.85 (applicable taxes included)

TOTAL CASH PRICE FOR SERVICES: \$839.76 (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

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Proposal ID: 1162

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CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools
SAFETIGHT SECURITY LLC. OR AUTHORIZED AGENT)	Customer Name
Neftali Rosado	<u>X</u>
Signiature	Amethod Public Schools
04/20/2023	-
1/20/2023	Date Signed

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# **Proposal**

Proposal ID: 1162

**Proposal Date:** 04/20/2023

CSLB License # 1078195 ACO # 8041

Date Signed

#### Certified by the following agencies:













### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFETIC	<u>iHT</u>	BUSINESS		RESIDENCE	
Alarm Subscriber - I	Business or Residen	t's Name:			
Address of Alarmed	Location:				
Phone Number of A					
		EMERGENO	CY CONTACTS		
		will respond in t	_		ust also have a key to
ame	Cell Phone Numbe	r	Work Phone Number		Home Phone Number
een completed and t	hat an alarm permit nen applicable, Safel	has been issued. Tight Security will	register/apply for the	nicipality, alarm p	ermits may need to be
s <b>(704) 838-8000</b> . We SafeTight Security's Co	y's central station calle recommend you store entral Station) in your a call from in the eve	e this number as phone. This is the	V		

SafeTight Security's Central Station 800-286-5699



Proposal ID: 1161

**Proposal Date:** 04/20/2023

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CSLB License # 1078195 ACO # 8041

**Customer Information:** 

Amethod Public Schools 1450 Marina Way South Richmond, CA 94804

#### **Site Information:**

Oakland Charter High School (Faculty House) 3265 Logan St.
Oakland, CA 94601

#### ALARM UPGRADE SCOPE OF WORK

#### SafeTight Security will:

- -Install 5G cellular communicator mobile application arm/disarm
- -Use all existing devices
- -Test all signals to confirm received at monitoring station
- -Guarantee all parts in Exhibit A below for term of the contract
- -Guaranteed 72-hours service time
- -Devices not included in Exhibit A will be repaired and/or serviced at customer request at the rate of \$120 an hour
- -In the event a device is not working SafeTight Security will issue a change order to customer for the approval of repair or replacement

#### Customer to provide:

- -110v AC power at location of panel
- -Access to install and/or service system on Saturdays if needed to expedite upgrade
- -Provide SafeTight Security with current municipality alarm permit number

#### Exhibit A (Items To Be Installed)

Quantity Description Part Image

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1.00 5G-Ready Communicator, Verizon (remote arm/disarm with mobile application



#### Sales and Service Agreement - SafeTight Security LLC.

- **1. SERVICES:** SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).
- **2. INSTALLATION CHARGES:** The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
- 3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal

### SafeTight Security - Security That's Safe Tight



Proposal ID: 1161

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and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.

- **4. ACCESS:** SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
- **5. OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
- **6. OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s). To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's security central at 1-800-286-5699. Note: When receiving a call regarding alarm activity the caller ID will be 704-838-8000. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.
- **7. DELAYS INTERRUPTION OF SERVICE:** SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.
- **8. EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.
- 9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all

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facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.
- e) Electrical work external to the equipment or accessories furnished by SafeTight Security.
- 10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security

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Proposal ID: 1161

**Proposal Date:** 04/20/2023

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MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of SafeTight Security.

- **12. RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- 13. TERMINATION/PAYMENT: SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
- 14. PAYMENT AUTHORIZATION: You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not

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receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.

- **15. SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.
- **16. ALARM PERMIT:** Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.
- 17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

**18. JURISDICTION:** This Agreement will be governed by the laws of the State of CA.

MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$0 DUE UPON COMPLETION: \$165.38

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Proposal ID: 1161

**Proposal Date:** 04/20/2023

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CSLB License # 1078195 ACO # 8041

MONTHLY SERVICE FEE: \$34.99 TERM AGREEMENT: 24 **MONTHS** ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$165.38 (applicable taxes included)

TOTAL CASH PRICE FOR SERVICES: \$839.79 (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

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CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF

THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali	Amethod Public Schools
SAFETIGHT SECURITY LLC. (OR AUTHORIZED AGENT)	Customer Name
Neftali Rosado	X
Signiature	Amethod Public Schools
04/20/2023	
4/20/2023	Date Signed

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04/20/2023	
4/20/2023	

# **Proposal**

Proposal ID: 1161 Proposal Date: 04/20/2023

CSLB License # 1078195 ACO # 8041

Date Signed

#### Certified by the following agencies:













### SafeTight Security - Security That's Safe Tight



### **ALARM PERMIT APPLICATION & CONTACT / DISPATCH FORM**

SAFETIGHT	BUSINESS		RESIDENCE
Alarm Subscriber - Busines	s or Resident's Name:		
Address of Alarmed Location	on:		
Phone Number of Alarmed	Location:		
Verbal Password:			
			nese persons must also have a key to
ame Cell P	hone Number	Work Phone Number	Home Phone Number
een completed and that an a enewed annually. When appl	llarm permit has been issued.	Depending on the munic I register/apply for the in	nsibility to ensure registration has cipality, alarm permits may need to be itial alarm permit. Please note this is
• •	nend you store this number as ation) in your phone. This is the		

SafeTight Security's Central Station 800-286-5699

### Coversheet

### Approval of Special Education Contract MOU- Chloe Gia

Section: IV. Business

Item: D. Approval of Special Education Contract MOU- Chloe Gia

Purpose: Vote

Submitted by:

Related Material: Special Education Admin Contract.docx (1).pdf

# INDEPENDENT CONTRACT AGREEMENT

#### CLIENT

Amethod Public School 1450 Marina Way South Richmond, CA 94804

#### CONTRACTOR

Chloe Mach

Mach.Chloe@gmail.com

415-3230806

The Independent Contract Agreement ("Agreement") is made and entered into as of July 1st, 2023, by and between Amethod Public School "Client" with its principal place of 1450 Marina Way South, Richmond, California 94804, and Chloe Mach "Independent Contractor").

#### **BACKGROUND**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

Special Education Administrator that includes the following:

- Special Education System (SEIS or SIRAS)- Provide extensive year-round support to your team by maintaining special education data. Review student enrollment to ensure a newly enrolled student with special education receives services.
- Special Education Data Submissions- Continuously submits reports to ensure that all files are error-free of SPED and CERT errors and ready for bi-yearly certifications.
- IEP Compliance Support- Direct, Monitor, and manage all LEA schools for compliance with state and federal laws. Ensure all records are effectively maintained and that times are consistently met.
- Verifying Special Education Data We offer data analysis to identify any specific information that may need attention. This service will help you keep track of data to ensure that they meet State Performance Indicators (SSPI) standards.

- Special Education Provider Support Offer weekly meeting to support all Special Education Providers (School Admin, Teachers and related service providers).
- Provide support in the areas of recruiting, hiring and supporting Special Education Faculty and staff
- Work with administration to respond to issues and inquiries from school administrators
- Provide professional development and training to Special Education teachers, school leaders and general
  education teachers.
- Lead budget recommendations and funding distribution plan across school.
- Work closely with the Director of Finance and school leaders to create individualized school budgets based on school-specific populations and needs.
- Represent LEA at local and regional and SELPA meeting
- Services will be provided remotely with the condition of being on site once a month as needed.
- The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

#### **TERM OF AGREEMENT**

- 2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- 3. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 45 days' written notice to the other Party.

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Service Azneement PAGE

#### **PERFORMANCE**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

#### COMPENSATION

- 5. The Contractor will charge the Client a flat fee of \$95 for the Services (the "Compensation") hourly.
- 6. The Client will be invoiced as follows:
  - Bi-Monthly.
- 7. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

#### CONFIDENTIALITY

- 8. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 9. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 10. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Service Azneement PAGE :

#### RETURN OF PROPERTY

11. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### CAPACITY/INDEPENDENT CONTRACTOR

12. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

#### **NOTICE**

- 13. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
  - a. Amethod Public School
  - b. Chloe Mach-Independent Contractor

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### **MODIFICATION OF AGREEMENT**

14. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Schools	
Officer's Name:	
Chloe Mach (Independent Contractor)	
Officer's Name:	

Service Agreement Page PAGE 2 Service Agreement Page PAGE 2 Service Agreement Page PAGE 2

### Coversheet

### Approval of National Teletherapy Master Contract 2023-2024

Section: IV. Business

Item: E. Approval of National Teletherapy Master Contract 2023-2024

Purpose: Vote

Submitted by:

Related Material: National Teletherapy Contract Board Briefing Sheet .pdf

National Teletherapy 23.24.AMethod.pdf

AMPS  HONOR HARD WORK	Amethod Public Schools  Board Item Overview  Date: 5/17/2023
C 1	Oakland charter High School and John Henry High School Speech services
Subject:	All Amethod Educationally Related Mental Health Services (ERMHS) counseling services
Action:	Request for Approval of National Teletherapy Master Contract 2023-2024
Information:	
Committee:	
RECOMMENDATIONS:	Seek approval of the National Teletherapy contract to provide speech services to JHHS and OCHS. In addition to ERMHS services for BJE, RCA, DCA, OCA, JHHS, OCHS ERMHS counseling services.
SUMMARY OF PREVIOUS	
BOARD DISCUSSION AND ACTION:	N/A
SUMMARY OF KEYS ISSUES:	Students IEP indicate Speech and Counseling services as part of their Free Appropriate Public Education (FAPE).
FISCAL ANALYSIS:	\$200,000
Attachment(s):	National Teletherapy Master Contract 2023-2024

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES
AMETHOD - BJE, DCA, RCA, OCA, OCHS, LEA JHHS
Contract Year 2023-2024
Nonpublic School
Nonpublic School  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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#### 2023-2024

#### **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: BJE, DCA, RCA, OCA, OCHS, JHHS
NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

#### AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

#### 1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between BJE, DCA, RCA, OCA, OCHS, JHHS, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and National Teletherapy (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., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the 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 Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (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 the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement 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 NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS/A. All NPS/A 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 NPS/A 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 room and board 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, 2023 to June 30, 2024 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (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 ISA 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 SERVICE 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 or by written agreement between the parent and LEA. 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 NPS/A.

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 NPS/A. 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 this Contract, unless otherwise specified in this 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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(1).

#### 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 NPS/A 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 "Contract" 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 this 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; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A certifications bylaws; 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; evidence of electronic payments; 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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, 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, BER's, incident reports, notification of injuries and all other relevant 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 ISA 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 no less than 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 CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, 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 CONTRACTOR 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,

<u>including</u> 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 NPS 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 thereof, 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 Contract 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 Contract 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-principal, 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.

The 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 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 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 NPA, 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 is or 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)

The 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 special education and/or related services (including transition services) to each student within the NPS/A 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, 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 NPS. 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 NPS/A 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.*..

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 an LEA, that contracts with the NPS: (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 9 through 12 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 NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. Schoolbased 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 (LCI), 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. 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 NPA, 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 NPS, 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 passing 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 NPA 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 NPS, 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 NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure 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 NPA.

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 NPS, 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 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 NPS 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 NPA, 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 NPA 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 NPS/A 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 CDE 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 Code sections 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 NPS, 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"), the Alternative English Language Proficiency Assessments for California ("Alternative 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, data collection, 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 it's implementing regulations. If the 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 school day, and annually to all staff who have any contact or interaction with pupils during the school day. 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 BIP, 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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

- 1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
- 2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- 3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
- 4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
- 5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
- 6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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 an LEA 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. 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 (10<sup>th</sup>) day of suspension.

#### 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 NPS; 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 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 LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA 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 NPS 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 NPA 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 NPS, 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. 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 parent/guardian withdrawal of student against professional advice from a 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, when applicable. 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. When requested, 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 consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure 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 emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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 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 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS 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 NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### (OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

#### 43. MONITORING

When CONTRACTOR is an NPS, 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 or 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 NPS, 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 NPS, 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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 NPS/A. 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(r), 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)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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 school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

#### (OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA 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 NPS/A 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 NPS/A 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.* and 49406, 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 NPS, 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 49422 et seq. 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) provide 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 storing medications in a secure location and ensuring 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 nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. 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. 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 31<sup>st</sup> 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 portion 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

#### 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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

#### 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 (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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 (5<sup>th</sup>) consecutive service day of the student's absence. 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 in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, 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- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, 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 CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. 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 with CONTRACTOR due to CONTRACTOR'S 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 NPS/A 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 set forth in paragraph 23, above, and 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 <u>not</u> 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.

CONTRACTOR	LEA Amethod Public Schools					
<b>National Teletherapy Resources</b>						
Nonpublic School/Agency	LEA Name					
By:	By:					
Signature Date	Signature Date					
Name and Title of Authorized Representative	Name and Title of Authorized Representative					
Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:					
Name and Title- Sandy Broderway- Director	Name and Title- Evelia Villa CEO					
Nonpublic School/Agency/Related Service Provider	LEA- Amethod: BJE, DCA, RCA,OCA, OCHS, JHHS					
National TeleTherapy Resources						
Address- 2108 N ST STE 8021 Sacramento, CA 95816 Mailing	Address- 1402 Marina Way South					
3590-B Pelham Pkwy #184 Pelham, AL 35124						
City State Zip	City Richmond State ca Zip 94804					
Phone Fax	Phone Fax					
Email	Email evilla@amethodschools.org					
	Additional LEA Notification (Required if completed)					
	Name and Title					
	Address					
	City State Zip					

Phone	Fax	
Email		

## EX

Behavior Intervention Services (535)

HIBIT A: 2023-2024 RATES								
4.1 RATE SCHEDULE FOR CONTRACT YEAR								
The CONTRACTOR: National TeleTherapy Resources, Inc. The CONTRACTOR CDS NUMBER: 9901773								
PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:								
Maximum Contract Amount: \$200000								
Education service(s) offered by the CONTRACTOR and the char	rges for such service(s) du	ring the term of this contract shall be as follows:						
1) <u>Daily Basic Education Rate:</u>								
2) <u>Inclusive Education Program</u> (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>	PERIOD						
Intensive Individual Services (340)								
Language and Speech (415)	\$95.76							
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)	\$95.76							
Counseling and Guidance (515)	\$95.76							
Parent Counseling (520)								
Social Work Services (525)								
Psychological Services (530)								

Specialized Services for Low Incidence Disabilities (610)		
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)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (no code)		

#### **EXHIBIT B: 2023-2024 ISA**

## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

	s agreement is effective on <u>July 1, 2023 or</u> ter the date identified, and terminates at 5:0							
Loc	al Education Agency				Nonpublic School			
LE/	A Case Manager: Name				Phone N	umber		
	oil Name(Last) Iress			(First)	ity	(M.I.)		Grade:
DO	B Residential Setting:	Home	☐ Foster	r □ LCI #		ОТ	HER	
Par Add	ent/Guardian Iress(If different from studer	nt)		Phone ( C	)( ity(	Residence)	) State/Zip	(Business)
AGI 1.	REEMENT TERMS:  Nonpublic School: The average number of	of minutes	in the instr	ructional day wi	l be:			ular school year ended school year
2.	Nonpublic School: The number of school	days in the	e calendar	of the school y	ear are:			ular school year ended school year
3.	Educational services as specified in the I  A. INCLUSIVE AND/OR BASIC EDU		,		•	•	w. ate:	
	Estimated Number of Days	x Daily	Rate	= PI	ROJECTED BASIC EDU	CATION COSTS		
	B. RELATED SERVICES:  SERVICE	LEA	Provid NPS	er OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for

	Provider						
SERVICE	LEA NPS OT		OTHER Specify	# 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
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)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

		Provid					
SERVICE	LEA	NPS	OTHER Specify	# 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
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)							
Other (900)							
Other (no code)							

	Provider						
SERVICE	LEA	NPS	OTHER Specify	# 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
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other					_		

Other				
		ESTIMATED MAXII	MUM RELATED SERVICES COST\$	
TOTAL ESTIMATED MAXIMUM BA	ASIC EDUCATION AN	D RELATED SERV	ICES COSTS \$	
Other Provisions/Attachments	:			
5. MASTER CONTRACT APPROVI	ED BY THE GOVERNI	NG BOARD ON _		
6.Progress Reporting Requirements:	Quarterly	Monthly	(Cmanifu)	
e parties hereto have executed this low.	Individual Services	Agreement by a	nd through their duly authorized a	gents or representatives as set for
-CONTRA	ACTOR-		-L	EA/SELPA-
Name of Nonpublic School/Agency)	)		(Name of LEA/SELPA)	
Signature)		(Date)	(Signature)	(Da
Name and Title)			(Name of Superintendent or Au	thorized Designee)

## Coversheet

## Approval of Revolution Foods Vended Meals Service Agreement Renewal 2023-2024

Section: IV. Business

**Item:** F. Approval of Revolution Foods Vended Meals Service Agreement

Renewal 2023-2024

Purpose: Vote

Submitted by:

Related Material: RF-Amethod 23-24 Vended Meals Renewal (1).docx

## ADDENDUM TO AGREEMENT TO PROVIDE FOOD SERVICE

Between Revolution Foods, PBC and Amethod Public Schools

This addendum made on		_between Rev	olution Foods	<u>, PBC.</u> ,	hereinafter re	eferred to as
<b>Revolution Foods</b> and Ameth	od Public Schoo	ols, hereinafter	referred to as A	Amethod	d Public Schoo	ols is created
for the purpose of providing me	eals under the N	National School	Lunch Program	(NSLP)	and the Scho	ol Breakfast
Program (SBP).			-			

#### 1. Addendum Purpose

This addendum contains the renewal rates and fees for the delivery of vended meals under the National School Lunch and School Breakfast Program for the period beginning July 1, 2023 ending on June 30, 2024. The terms and conditions of the original Base Year service agreement are applicable to this contract renewal.

#### 2. Service Agreement Period

Base Year: July 1, 2019 – June 30, 2020 Current Renewal Year: July 1, 2023 – June 30, 2024

#### 3. Pricing Adjustment

While the per meal rates below do exceed the January 2023 Consumer Price Index for Food Away from Home, both parties mutually agree to the revised rates in recognition of continued inflationary market conditions affecting the school meal industry. In addition to that recognition of current market conditions and in the spirit and intent of recent USDA and CDE increases in per meal reimbursement, Amethod Public Schools does not deem this increase to be material revision to the current agreement.

#### 4. Pricing

In consideration of the premises and mutual agreements contained in this Renewal, the Parties agree as follows:

<u>Meal</u>	<u>Units</u>	<u>Rate</u>	<u>Total</u>
Breakfast	69,300	\$2.75	\$190,575.00
Lunch	154,800	\$3.85	\$595,980.00
	\$786,555.00		

Amethod Public Schools and Revolution Foods hereby mutually exercise the option to renew the service agreement from Base Year 2019 – 2020.

Name & Title of SFA Representative	Telephone Number
Mailing Address	
Signature	Date

Amethod Public Schools Initials	Revolution Foods Initials
ATTICLITUD I UDITE SCHOOLS ITTILIBIS	Nevolution i oous initiais

Amethod Public Schools – Revolution Foods, PBC 2023-24 Vended Meals Service Agreement Renewal- Page 2 of 2

Name & Title of Revolution Foods Meals Representative	Telephone Number
Steven Holguin, Vice President of Business Development	(323) 838-5555
Mailing Address	
5743 Smithway Street, Ste 103, Commerce, CA 90040	
Signature	Date

Amethod Public Schools Initials\_\_\_\_

## Coversheet

## Chief Executive Officer Report

Section: V. Discussion

Item: A. Chief Executive Officer Report

Purpose: Discuss

Submitted by:

Related Material: CEO May. 2023.pptx

Community School Grant Guarentee Cohort 2.pdf



# CEO Report *May 17, 2023*

# 23-24 Enrollment Applications

	23-24 Open Spaces	23-24 New Student Registration	23-24 Current Openings
BJE	80	83	-3
DCA	163	110	53
JHHS	110	86	24
OCA	95*	73	22
OCHS	148	92	56
RCA	100	95	5





Student events







- Community School Partnership Program (CCSPP) Implementation grant
- Graduations 2023 OCHS: 6/1/2023 and JHHS:
   6/2/2023
- CEO Reception 6/2
- Charter Business Officer (CBO) Training -CSDC
- NASA- Downtown Charter Academy -Mr. Adler

CEO Report
May 17, 2023

sssb-cctd-may23item02a01 Attachment 1 Page 25 of 36

Fiscal Agent Name	School Site Name	School Site CDS Code
North Monterey County Unified School District	Castroville Elementary	27 73825 6026397
North Monterey County Unified School District	Elkhorn Elementary	27 73825 6026413
North Monterey County Unified School District	North Monterey County High	27 73825 2730034
North Monterey County Unified School District	North Monterey County Middle	27 73825 6026421
Norwalk-La Mirada Unified School District	Anna M. Glazier Elementary	19 64840 6020838
Norwalk-La Mirada Unified School District	El Camino High (Continuation)	19 64840 1936475
Norwalk-La Mirada Unified School District	John H. Nuffer Elementary	19 64840 6021018
Norwalk-La Mirada Unified School District	Los Alisos Middle	19 64840 6021042
Norwalk-La Mirada Unified School District	New River Elementary	19 64840 6021083
Oak Valley Union Elementary School District	Oak Valley Elementary	54 72017 6054175
Oakland Charter High School	Downtown Charter Academy	01 61259 0129635
Oakland Charter High School	John Henry High	07 77354 0132233
Oakland Charter High School	Oakland Charter Academy	01 61259 6111660
Oakland Charter High School	Oakland Charter High	01 61259 0114868
Oakland Charter High School	Richmond Charter Academy	07 61796 0126805
Oakland Charter High School	Richmond Charter Elementary-Benito Juarez	07 61796 0129643
Oakland Unified School District	Carl B. Munck Elementary	01 61259 6001697
Oakland Unified School District	Emerson Elementary	01 61259 6001812
Oakland Unified School District	Independent Study, Sojourner Truth	01 61259 6114011
Oakland Unified School District	Manzanita SEED Elementary	01 61259 0110247