



Amethod Public Schools

Regular Meeting of the AMPS Board of Directors

Published on June 16, 2023 at 3:58 PM PDT

Date and Time

Wednesday June 21, 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: <https://us02web.zoom.us/j/83187954557>

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 www.amethodschools.org 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. Opening 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-agenda items that relate to one or more schools operated by Amethod Public Schools.			
II. Consent			6:24 PM
A. Approve Minutes	Approve Minutes		2 m
Approve minutes for Regular Meeting of the AMPS Board of Directors on May 17, 2023			
B. Approval of Ed Sped Solution Master Contract 2023-2024	Vote	Chloe Gia	2 m

	Purpose	Presenter	Time
C. Approval of Amethod Public Schools Family Handbook 2023-2024; Benito Juarez Elementary, Richmond Charter Academy, John Henry High School, Downtown Charter Academy, Oakland Charter Academy, and Oakland Charter High School.	Vote		5 m
D. Approval of Amethod Public Schools Employee Handbook 2023-2024	Vote		5 m
E. Approval of Amethod Public Schools Board Meeting Calendar 2023-2024	Vote		5 m
III. Business			6:43 PM
A. NWEA Spring Testing Update	FYI	Annice Weinstein	20 m
B. Approval of Local Control and Accountability Plan (LCAP)- Benito Juarez Elementary, Richmond Charter Academy, John Henry High School, Downtown Charter Academy, Oakland Charter Academy, and Oakland Charter High School.	Vote		5 m
C. Approval of Local Control and Accountability Plan (LCAP) Budget- Benito Juarez Elementary, Richmond Charter Academy, John Henry High School, Downtown Charter Academy, Oakland Charter Academy, and Oakland Charter High School.	Vote	Marie Arce	5 m
D. Approval of FY 2023-2024 Budgets	Vote	Marie Arce	10 m
IV. Discussion			7:23 PM
A. Chief Executive Officer Report	Discuss	Evelia Villa	15 m
Topics discussed during this report include end of year, enrollment, National Charter School Conference, SB739 Update, and CEO reception.			
V. Closed Session			7:38 PM
A. Chief Executive Officer Evaluation			15 m

	Purpose	Presenter	Time
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VI. Closing Items**7:53 PM**

A. Adjourn Meeting	FYI	Gilbert Lopez Jr.	1 m
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Coversheet

Approve Minutes

Section: II. Consent
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Regular Meeting of the AMPS Board of Directors on May 17, 2023

APPROVED



Amethod Public Schools

Minutes

Regular Meeting of the AMPS Board of Directors

Date and Time

Wednesday May 17, 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, E. Gallegos, E. Quiroz, G. Lopez Jr., N. Driver

Directors Absent

None

Guests Present

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 Wednesday May 17, 2023 at 6:07 PM.

B. Record Attendance

Nick Driver arrives late at 7:58pm

C. Announcements

No announcements were made.

D. Public Comments on Non-Agenda Items

No public comments were made.

II. Closed Session

A. ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 Case)

The Board voted in favor unanimously to approve John Henry High Schools' tax repayment plan to West Contra Costa Unified School District.

B. Chief Executive Officer Evaluation

No reportable actions.

III. Consent

A. Approve Minutes

A. Emmanuelli made a motion to approve the minutes from Regular Meeting of the AMPS Board of Directors on 04-20-23.

E. Gallegos seconded the motion.

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

Roll Call

E. Gallegos Aye

G. Lopez Jr. Aye

A. Emmanuelli Aye

N. Driver Aye

E. Quiroz Abstain

IV. Discussion

A. Chief Executive Officer Report

Board Chair Gilbert moves CEO Report up on the agenda.

Chief Executive Officer Mrs. Villa opens the room up for Downtown Charter Academy science teacher Mr. Adler to present.

Mr. Adler shares his video about NASA coming to Downtown Charter Academy. He says NASA came to the school for 3 days and taught all 4 classes of 8th graders. This is the first year NASA has done this in person due to covid. He shares stories about NASA inspiring his students and they are intrigued about becoming an engineer for NASA.

Mrs. Villa shares that Amethod Public Schools is set to receive a 7.6 million dollar California Community Schools Partnership Program grant if it gets approved by the State Board of Education next week. Mrs. Villa shares graduation is coming up, CEO reception, and Maria Arechiga- Director of Operations and Compliance and Marie Arce Director of

Finance finishing CBO training. Oakland Charter High School is the lead to receive the California Community Schools Partnership Program grant that will be distributed to the 6 schools. Mrs. Villa shares Downtown Charter Academy cultural event, Oakland Charter High School Red Nose Event, and enrollment. She says Oakland Charter Academy will need to reduce a class due to low enrollment, Oakland Charter High School girls basketball team won the championship and Amethod Public Schools is hoping to partner with the FBI to get internship for the students.

Board Vice Chair Nick Driver shares that even with low enrollment, it is great that Amethod Public Schools will receive a grant.

V. Business

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.

Mr. Bradley shares LCAP draft and opens the room up for public hearing.

B. Approval of Chief Executive Officer Spending Limit

N. Driver made a motion to Approve Chief Executive Officer Spending Limit.

A. Emmanuelli seconded the motion.

Marie shares that the revised spending limit will allow the CEO to approve up to \$100,000 on a single transaction.

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

Roll Call

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

C. Approval of Safetight Security Intrusion Alarm and Security Cloud VMS Proposals

Facilities Manager David Pearson, Safetight representative Neftali, and Eagle Eye engineer Bob shares presentation on Safetight Security and Eagle Eye.

Neftali says the new intrusion alarm will allow users to arm and disarm remotely. They will be using the current alarms installed to cut down on cost.

Bob shares if the system is down, someone will reboot it on their end.

Neftali shares it will take 10-15 seconds to alert break-ins. Sometimes it can take up to 1 minute to get ahold of officers.

Bob and Neftali shares there is an option for for first responders to share camera footage with the police. There is also a panic button option.

David shares that Safetight acts as other security companies in which they will notify the police during an intrusion. Most of the current alarms are on a 3g system which are outdated. Other alarms are black- meaning they are inoperable. This proposal will be an enhance replacement to the current technology.

Mrs. Villa says that this contract has been vetted by the lawyers. Oakland Charter High School is the only site that has security guards currently.

David shares that in a case of intrusion- the first contact is the site director, second contact is the prevention person, and third contact is the facilities manager. They are trying to find another contact person who is more local to Oakland who will be able to respond right away.

Mrs. Villa says that Downtown Charter Academy, Oakland Charter High School, and Benito Juarez Elementary has been broken into in the past.

E. Quiroz made a motion to Approve Safetight Security Intrusion Alarm and Security Cloud VMS Proposals.

N. Driver seconded the motion.

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

Roll Call

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

D. Approval of Special Education Contract MOU- Chloe Gia

E. Quiroz made a motion to Approve of Special Education Contract MOU- Chloe Gia.

E. Gallegos seconded the motion.

Mrs. Villa shares that Educational Specialist Chloe Gia will serve as a special education admin to help Amethod Public Schools get back on track. She does not wish to be in house as an employee but she is invested in Amethod Public Schools to help with the special education department. Her contract is on an hourly basis.

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

Roll Call

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

E. Approval of National Teletherapy Master Contract 2023-2024

E. Quiroz made a motion to Approve National Teletherapy Master Contract 2023-2024.

E. Gallegos seconded the motion.

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

Roll Call

N. Driver Aye

E. Gallegos Aye

E. Quiroz Aye

G. Lopez Jr. Aye

A. Emmanuelli Aye

F. Approval of Revolution Foods Vended Meals Service Agreement Renewal 2023-2024

N. Driver made a motion to Approve Revolution Foods Vended Meals Service Agreement Renewal 2023-2024.

E. Gallegos seconded the motion.

Maria shares the contract for student meal renewals. The rates have increased.

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

Roll Call

G. Lopez Jr. Aye

E. Quiroz Aye

E. Gallegos Aye

N. Driver Aye

A. Emmanuelli Aye

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:28 PM.

Respectfully Submitted,

G. Lopez Jr.

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Coversheet

Approval of Ed Sped Solution Master Contract 2023-2024

Section:	II. Consent
Item:	B. Approval of Ed Sped Solution Master Contract 2023-2024
Purpose:	Vote
Submitted by:	
Related Material:	23-24 Ed Sped Solutions.pdf Ed Sped Solutions Contract Board Briefing Sheet .pdf

*Nonpublic, Nonsectarian
School/Agency Services*

MASTER CONTRACT

2023-2024

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA BJE, RCA,DCA, OCA, JHHS, OCHS
AMETHOD
Contract Year 2023-2024

x 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 year's 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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2022-2023

CONTRACT NUMBER: _____

LOCAL EDUCATION AGENCY: _____ BJE, RCA,DCA, OCA, JHHS, OCHS AMETHOD

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____ Ed Sped Solutions

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, 2022, between _____ BJE, RCA,DCA, OCA, JHHS, OCHS AMETHOD _____, hereinafter referred to as the local educational agency ("LEA"), a member of the _____ El Dordao _____ SELPA and _____ Ed Sped Solutions _____ (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 Services 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 ISA development, including invoicing.

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, 2022 to June 30, 2023 (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, 2023. In the event the contract negotiations are not agreed to by June 30th, 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 SERVICES AGREEMENT ("ISA")

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

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP 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 designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth

in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. “Parent” means:

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

Parent does not include the state or any political subdivision of government or the 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 by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; 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**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a 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-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (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 its 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.

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 (10th) 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, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The 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 as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA 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 emergency situation. 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(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its 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 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted 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 a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a 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). 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)).

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 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 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 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) 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 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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated

such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the 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 (10th) 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 (5th) 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 noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Ed Sped Solution, Inc.
Nonpublic School/Agency

Amethod Public Schools
LEA Name

By: Shalini Verma 06/01/23
Signature Date

By: _____
Signature Date

Shalini Verma/ Service Coordinator
Name and Title of Authorized
Representative

Evelia Villa/CEO
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title <u>Shalini Verma/ Service Coordinator</u>	Name and Title <u>Evelia Villa/ CEO</u>
Nonpublic School/Agency/Related Service Provider <u>Ed Sped Solution, Inc.</u>	LEA Amethod Public Schools
Address 39159 Paseo Padre Pkwy Suite 205	Address 2101 Livingston St.
City State Zip Fremont. CA 94538	City State Zip Oakland CA 94606
Phone Fax 408-372-8280 408-608-2203	Phone Fax (510) 434-7020
Email services@edsped.com , shalini@edsped.com	Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

Email

EXHIBIT A: 2022-2023 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Ed Sped Solutions

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: 1,100,000

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$55</u>	<u>Per hour</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	<u>\$90</u>	<u>Per hour</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	<u>\$110</u>	_____
<u>Assistive Technology Services (445)</u>	<u>\$90</u>	_____
<u>Occupational Therapy (450)</u>	<u>\$110</u>	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$115</u>	_____
<u>Counseling and Guidance (515)</u>	<u>\$115</u>	_____
<u>Parent Counseling (520)</u>	<u>\$115</u>	_____

<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>\$115(BCBA) \$55 BT</u>	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900) Academic Assessment</u>	<u>\$1260</u>	<u>Per evaluation</u>
<u>Other (900)</u>	<u>\$2468</u>	<u>Per Evaluation</u>
<i>Other (900) Academic Assessments \$1260 per evaluation</i>		
<i>Other (900) Speech Evaluation (Bilingual) \$2468 per evaluation</i>		
<i>Other (900) Adaptive Physical Education Evals \$2468 per evaluation</i>		
<i>Other (900) FBA/BIP Evaluations \$2625 per evaluation</i>		
<i>Other (900) Health Plan \$2468 per health plan</i>		
<i>Other (900) Staff Health Trainings \$2625 per training</i>		
<i>Other (900) Paraeducator \$47.25 per hour</i>		
<i>Other (900) Document Translation \$21 per page</i>		
<i>Other (900) IEP Attendance \$368 per meeting</i>		
<i>Other (900) SCIA \$1050 per evaluation_____</i>		

EXHIBIT B: 2022-2023 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
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)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements:	Quarterly	Monthly	Other (Specify)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

AMPS

HONOR HARD WORK

Amethod Public Schools
Board Item Overview**Date: 6/21/23****Subject:****Approval of Ed Sped Solutions Master Contract 2023-2024****Action:**☒**Information:**☐**Committee:**☐**Request for Approval of Ed Sped Solutions Master Contract 2023-2024****RECOMMENDATIONS:**

Seeking approval for Ed Sped Solutions contract to conduct all special education assessments for all school sites. In addition to providing Adaptive Physical Education services and behavioral technician services

**SUMMARY OF PREVIOUS
BOARD DISCUSSION AND
ACTION:**

N/A

SUMMARY OF KEYS ISSUES:

The LEA is required to conduct all Triennial assessments and initial assessments. Student IEP also indicates Adaptive P.E services and 1:1 services.

FISCAL ANALYSIS :

\$1,100,000

ATTACHMENT(s):

Ed Sped Solutions Master Contract 2023-2024

Coversheet

Approval of Amethod Public Schools Family Handbook 2023-2024;
Benito Juarez Elementary, Richmond Charter Academy, John
Henry High School, Downtown Charter Academy, Oakland Charter
Academy, and Oakland Charter High School.

Section: II. Consent
Item: C. Approval of Amethod Public Schools Family Handbook 2023-2024;
Benito Juarez Elementary, Richmond Charter Academy, John Henry High School, Downtown
Charter Academy, Oakland Charter Academy, and Oakland Charter High School.
Purpose: Vote
Submitted by:
Related Material: SY23-24 AMPS Family Handbook.pdf

AMPS



AMETHOD PUBLIC SCHOOLS

Family Handbook 2023-2024

Amethod Public School (AMPS) Campuses

www.amethodschools.org

www.honorhardwork.org

Oakland Charter Academy Middle School (OCA)

4215 Foothill Blvd. Oakland, CA. 94601

(510) 532-6751 Fax (510) 532-6753

Downtown Charter Academy Middle School (DCA)

2000 Dennison Street, Oakland CA 94606

(510) 535-1580 Fax (510) 535-1597

Richmond Charter Academy Middle School (RCA)

1450 Marina Way South Richmond, CA 94804

(510) 235-2465 Fax (510) 235-2487

Oakland Charter High School (OCHS)

2433 Coolidge Ave Oakland, CA 94601

Benito Juarez Elementary School (BJE)

1450 Marina Way South Richmond, CA 94804

(510) 215-7009 Fax: (510) 215- 7016

John Henry High School

1402 Marina Way South Richmond, CA 94804

510-235-2439 Fax:510-235-2487

AMPS: Who We Are

OUR BEGINNING



What Does "Amethod" mean?
Amethod describes the value that not all communities or schools have the same need. We took the wording and created our unique name.

There is a method unique to every campus, respectively.



The Amethod Public Schools (AMPS) organization operates the oldest charter school in the East Bay Area, and one of the oldest in the state. The original "Jingletown" Charter School, later to be named Oakland Charter Academy, opened in 1994 as the 8th charter school established in California. Since then, Oakland Charter Academy has grown from a single middle school site, to the present five campus, multi-city and multi-county charter school system. The AMPS network has continued to deliver a top-notch free public-school education that has produced a National Blue Ribbon Award school, a California

Distinguished School, and some of the highest performing middle and high school programs in the state and country.

Every Amethod Public School campus is characterized by a culture that is structured, supportive, and focused on academic work. The ethos of the AMPS community is rooted in offering a vibrant and rigorous school program that intends to prepare students for life beyond the K-12 system. The staff and faculty strive to ensure that the policies, core values, objectives and goals are consistently reinforced throughout the year.

It is our organizational intent to make student achievement our highest priority; and through our different programs, we will offer the needed support for success. It is with the same consideration that we expect that families make the same commitment to their child and school to reach the goal of academic success. Our staff is often available beyond the traditional school calendar and daily hours to assure student academic success, and we therefore ask families to also support the extra efforts of this school system by committing to a different type of public-school program.

AMPS Mission Statement

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

AMPS Vision

Amethod Public Schools foster students' motivation and belief in academic achievement and goals. We are a free and public charter school that believes in the promise of hard-working students from all perspectives, backgrounds, and talents. We challenge every student to strive towards a purpose larger than the self, and challenge all families to expect more from their schools, themselves, and their children for a prospective future for the next generation.

AMPS Core Values

The Core Values of the organization are those values we hold which form the foundation on which we perform work and conduct ourselves. In an ever-changing world and business, core values are constant. Core values are not descriptions of the work we do or the strategies we employ to accomplish our mission. The values underlie our work, how we interact with each other, and which strategies we employ to fulfill our mission. The core values are the basic elements of how we go about our work. They are the practices we use (or should be using) every day in everything we do.

**Students First
Perseverance
Responsibility
Adaptability
Commitment to Distinction**

Attendance Policies

AMPS Our policy states that if a student has more than five (5) unexcused absence days, they may be retained. Perfect or excellent attendance should be a goal for every student.

HONOR HARD WORK

Absences Procedure

If a student will be absent, parents/guardians are responsible for calling the school on the day of the absence before the school day begins. Our sites use an automated system that will record your message before and after regular office hours, thus parents need to leave a message with the following information:

- *Child Name*
- *Grade level*
- *Parent name*
- *Date of Absence*
- *Reason for Absence*
- *Date of return*
- *Phone number where you can be reached*

Children between six and eighteen years of age must attend school. Parents will be held responsible; (Ed. Code 48293)

When the student returns, he/she must bring a proof of absence such as a doctor's note, explaining the absence/s. Parents are encouraged to pick-up student's homework when they are absent any time before 4pm. Parents will be called in the morning to ask about their child's absence. Students who are absent may be required to attend Ed Center after school to make up missing work. Students with more than 3 absences are considered truant.

Sample Non-Excused Absences

- *Rain (weather)*
- *Being tired*
- *Vacations*
- *Lack of Transportation*
- *Child or Parents overslept*
- *Hates school*
- *No alarm clocks*

Schedule Appointments for After School Hours

Families are encouraged to schedule doctor and dentist appointments outside of school time. The best times are on Friday afternoons after 12:30 p.m., or days when school is not in session. In the rare case when a student has a medical appointment during school hours, it is expected that the student will come to school before the appointment and return to school after the appointment to finish the remainder of the school day.

Suspensions Are Considered Absences

If students are absent from school due to suspension, these days will be treated as absences.

Dismissal

Students are expected to stay in school until the very end of the school day. All students will be dismissed by their teachers at the time specific to their school site. Early pickups are disruptive to the learning environment. Our learning environment is extremely important to the success of your student and we strongly discourage any disruption of a class to prepare a student's homework if they need to leave early. Please make sure your child alerts their teachers in the morning of an early leave.

How the School Tracks and Follows Up on Student Absences

The school will keep records of all student absences. If a student misses school repeatedly, school staff will make *reasonable efforts* to contact the student's parent/guardian and/ or emergency contacts by telephone, writing, or in person.

Absences and Missed Work

When a student is absent, the student must contact the teacher to get the homework assignments for that day. Homework assigned the day of a student's absence is expected to be turned in on the day the student returns unless s/he has contacted his/her teacher prior to returning and the teacher has agreed that s/he has an extra day to complete the assignment. *Homework due the day of absence is to be turned in the day that student returns.*

Students are responsible for informing teachers of any expected missed class time and are responsible for completing all homework when absent. Since missing class affects academic achievement, repeated absences may be reflected in the student's grades. If a student is repeatedly late or absent, the director, teacher(s), student and parent or guardian will meet to address the issue.

Tardiness

Tardiness is disruptive to the learning process. It has a negative impact on the entire class, not just the child who is tardy. It is the policy of AMPS campuses to have students arrive to class on time.

Each student is expected to be in class each day, on time. Students who arrive after 8:45 AM are considered late, and must adhere to the consequences listed below. If students are tardy, they will receive a Tardy Pass documenting the time of arrival.

The following are excused tardies/absences:

- ☐ Medical, dental, optometric or chiropractic appointments (documentation must be provided)
- ☐ Funeral Service
- ☐ Emergency Situation

Note: All AMPS schools have an "everything earned" culture. Students who are truant may not be allowed to participate in school events, such as field trips and assemblies.

Truancy

Under state law, a pupil who, without a valid medical excuse, is absent from school for three full days in one school year or is tardy or absent for more than 30 minutes during the school day on three occasions in one school year, is considered truant. Once a student is designated a truant, state law

requires schools, districts, counties, and courts to intervene to ensure that parents and pupils receive certain services to assist them in complying with attendance laws.

Student Attendance Review Board ("SARB")

AMPS has implemented a Student Attendance Review Board ("SARB") process to address attendance and tardy issues. These panels are designed to meet with parents/guardians of children who have exceeded the allowable amount of unexcused absences. The purpose of the meeting is to discuss the child's attendance record and develop a plan for the child's regular participation in school drawing from community resources where possible. The team shall include representatives of the school, including teachers and directors, as well as community members. The Chief Academic Officer or her designee shall chair all SARB panels.

Procedures for Excessive Absences/ Tardies

STEP 1: FORMAL WRITTEN NOTICE

When a student obtains either three (3) unexcused absences or three (3) unexcused tardies, the student will receive a Formal Written Notice sent home to Parents/Guardians alerting them to their child's absence or tardiness.

STEP 2: SECOND FORMAL WRITTEN NOTICE

When a student obtains either four (4) unexcused absences or six (6) unexcused tardies, the student will receive a Formal Written Notice sent home to Parents/Guardians alerting them to their child's absence or tardiness.

STEP 3: FORMAL MEETING NOTICE –MEETING

(Parent/Guardian and Student required attendance)

When a student obtains either five (5) unexcused absence or nine (9) unexcused tardies, the student will be sent in a Formal Meeting Notice inviting them to a mandatory Student Attendance Review Board meeting.

Potential Disenrollment Action

If the conditions of the Attendance Review Team contract are not met, the student may incur additional administrative action up to and including disenrollment from the school, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, a notification will be sent within thirty (30) days to the student's last known district of residence.

For all communications set forth in this process, the school will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the school with any new contact information.

If the student is absent ten (10) or more consecutive school days without a valid excuse and the parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the school's communication attempts, as set forth above, the student will be in violation of the contract, and the Attendance Review Team will recommend that the student be disenrolled in compliance with the Involuntary Removal Process described below.

Parents and the Student will be required to attend the SARB meeting, during which time the SARB will consider whether it is in the best interest for the pupil to remain enrolled in the charter school. This meeting shall be held

as soon as possible. The Parent/Guardian may request one postponement, not to exceed five (5) school days, of the SARB meeting if needed.

At the SARB meeting, the Parent/Guardian and student shall be informed of the reason for the Conference and the evidence of the student's violations of this policy. If the Parent and/or representative do not attend the SARB meeting, the SARB will review the relevant information and make a determination in the parent's absence.

The Parent and/or his/her representative shall be given the opportunity to present information and/or witnesses to the SARB either orally or in writing or both during the meeting. The SARB shall take any information presented by the parent/guardian and student into consideration when determining whether to recommend that the pupil be placed on an attendance contract and subject to dismissal upon further violation of this policy.

Additional factors to be considered include but are not limited to the following:

- ☐ pupil's grades at the time of the evaluation
- ☐ teacher observation/feedback
- ☐ standardized testing data
- ☐ pupil's progress in the curriculum
- ☐ disruption to other students when student arrives late

The SARB's decision shall be provided in writing to the Parent/Guardian within two (2) days of the meeting.

The SARB may:

- a. Place the student on probation and require an attendance contract be signed by both the Parent and the Student acknowledging that any further unexcused absences or tardies shall be cause for another hearing in front of the SARB which may result in dismissal from AMPS
- b. Place the student on attendance probation to be evaluated again at a later time if the pupil continues to fail to attend school on time
- c. Use other alternatives to improve attendance
- d. Possible dismissal from AMPS programs (*depending on the specifics of the school charter petition*); and/or refer parent and pupil to the district attorney

Should a student be dismissed from the school by the SARB recommendation, the student/guardian may appeal the SARB decision to the Chief Executive Officer of AMPS or his designee.

In this case, the Chief Executive Officer shall schedule the appeal to be heard within thirty (30) school days. The Chief Executive Officer shall send a written notice of the date, time and location of the meeting to the parent/guardian.

The appeal shall proceed as follows:

- a. The Chief Executive Officer shall review the attendance records and any documents submitted by the Parent. *The Chief Executive Officer shall also review all records considered by the SARB.*
- b. The Pupil/Parent or his/her representative may address the Chief Executive Officer regarding the matter.
- c. The Site Director or SARB representative may address the Council regarding the Pupil's attendance.

The final decision with regards to county intentions, district attorney notifications, and/or continued enrollment at the Charter School shall be made within ten (10) school days following the conclusion of the hearing. The Parent shall be informed in writing of the Chief Executive Officer's decision. The decision of the Chief Executive Officer is final.

Involuntary Removal Process

No student shall be involuntarily removed by Amethod Public Schools (AMPS) for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the pupil and an explanation of the pupil's basic rights including the right to request a hearing before the effective date of the action.

The hearing shall be led by the Amethod Public Schools Board of Directors. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until Amethod Public Schools issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the AMPS suspension and expulsion policy.

Upon parent/guardian request for a hearing, AMPS will provide notice of hearing, through which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall include a copy of the AMPS expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent AMPS from making a similar recommendation in the future should student truancy continue or reoccur.

Referral to County District Attorney

If a child's attendance does not improve after a SARB meeting, or if the parents fail to attend a required SARB meeting, the parents and the child may be referred by AMP Schools to the District Attorney's office for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication. Families need to understand that excessive absences and tardies are counter to a child's well-being.

Arrival and Drop-offs; Dismissal and Pick-ups

School Hours

Class begins promptly at the designated start time. If your student is not in an after-school program such as tutorial or detention, then they are not allowed on campus due to a lack of supervision and must be picked up by 4:00 pm. See specific bell schedules for designated start and end times.

Students must decide with their parents in advance to be dropped off and picked up at school at the appropriate time. Students who remain after school must always remain on campus and follow all school rules.

Carpooling

To reduce traffic flow and parking issues, *we highly recommend* carpooling.

Morning Drop-Off Procedures:

Please at school at the designated start time. If arriving after the start time students must go to the main office, sign-in tardy, and get a slip before going to their first period class.

- When dropping off your child at school, please make sure you have pulled up to the curb and that your student can safely exit the vehicle and go immediately into the school.
- If dropping off at any location other than the front of our school, students will be responsible for arriving to school on time.
- As of this school year, our catering organization (Better 4 You) will be providing breakfast before school starts. Please drop your child off early if they wish to partake in this new program.

Afternoon Pick-Up Procedures

Students are only allowed to stay after school for the following reasons:

- They are participating in ASES or a staff sponsored student activity (sports, clubs, student government, etc.).
- They have been assigned detention or homework center.
- They are receiving tutoring from a staff member.

Students who choose to participate in after school activities, must regularly attend the programs. Students may not leave campus until the program ends or they are released to their parents. Students who cannot abide by this and other school rules, will be removed from their program.

If your child has after school tutoring or detention, they are required to stay for the full duration. You may not pick them up early unless there is an emergency, and you must sign them out at the office in person.

Early Sign-outs

Please do not take your child out of school earlier than the dismissal time. Only early dismissals for doctor's appointments (that cannot be scheduled for Fridays after 12:30), funerals, and illnesses will count as excused absences. *All other early pick-ups are considered unexcused.*

We will evaluate the early dismissal log on a quarterly basis. If a child has excessive early dismissals, we will start the SARB (Student Attendance Review Board) process, which involves a meeting with the administration, and local community representatives which may include district, county, police, and child welfare representatives, to draft an attendance improvement plan, and strict consequences for not following through with the plan that is created. Since missing class can negatively impact

academic achievement, repeated absences and excessive early pick-ups may be reflected in your student's grades and acquisition of new skills.

In the rare event that a student needs an early dismissal, the following procedures must be followed:

- ☐ The student must call his/her legal guardian using the office phone
- ☐ The student will remain in class or the main office until an adult arrives to pick him/her up
- ☐ An authorized adult must come in to sign the student out – we will only release students to an adult over the age of 18 who is listed on the emergency contact form
- ☐ The student must make up all missed work

School Visitor Policy

A notice setting forth visitor registration requirements, will be posted at entry points stating hours during which registration is required, the registration location, that location, and the penalties for violation of registration requirements.

In order to register, visitors shall, upon request, furnish the Director or designee with the following information:

1. His/her name, address and occupation
2. His/her age, if less than 21
3. His/her purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

Academic Program

The AMPS mission and values drive all aspects of the academic program including content standards, curriculum, teacher domains, instruction, and assessment. Every aspect of the AMPS culture supports high academic performance, instilling in students the academic and character qualities needed to succeed in school, college, and in life.

Our schools are data driven and as such, every AMPS site will have an assessment calendar and dates that will detail the bimonthly assessment of all students to capture progress and regression in content areas throughout the year. The intent is to restructure needed lessons, tutoring programs, re-teach models, and other programs to assure student progress towards goals.

Classroom Expectations

1. Students are to come to class prepared with completed homework. While the school will provide supplies, is recommended that students bring supplies as well. A recommended list of supplies can be provided by your child's school.
2. Students are to demonstrate respect towards all individuals in the classroom by listening and tracking the speaker and refraining from talking when others are speaking.
3. Students are to stay on task throughout each class period and actively participate in all classroom activities.
4. Students are to ask questions when needing clarification.
5. Students will seek to help each teammate rather than criticize during intense moments of learning.

Grading Policies

Report cards are issued every nine (9) weeks. Parents/guardians may be required to come in for at least one parent-teacher conference during the school year. Report card grades will reflect the effort and work students put forth in these areas. Please note that parents and guardians can access a student's record of attendance and grades at any time through the PowerSchool Portal. If you need assistance with login, please do not hesitate to contact the office.

Homework

Homework is an essential part of the AMPS educational program. The purpose of homework is to reinforce skills taught in the classroom, to help students develop a deeper understanding of concepts, and to promote good study habits. Students must begin to develop positive work ethic and habits as they prepare their path towards college, and homework is a large part of that preparation. Part of homework is study time for tests and quizzes that make part of your child's grades. If your child is not submitting assigned homework, then expect this to be reflected in low

grades. Over school breaks, holiday and summer packets will be assigned, and a parent/guardian signature is required.

Homework will be assigned daily and on weekends. This means that families must help students with their homework in ways that include:

- ☐ Checking and signing HW Planners
- ☐ Manage time with extracurricular activities
- ☐ Monitoring reading time and reading logs
- ☐ Monitor screen time (TV, cell phone, iPad, video games, etc.)
- ☐ Creating routines at home for students to complete their homework
- ☐ Provide a quiet, organized place to work

Family assistance is encouraged; however, the student must complete his or her homework independently in order to benefit from the additional practice. Please do not do your child's homework for him or her. Adult writing identified in a child's homework will be considered incomplete.

Homework Methods:

- ☐ Follow teacher instructions for assignments
- ☐ Homework must be completed in full and in accordance with high standards for neatness, hard work and professional presentation
- ☐ All students are provided with homework folders. Homework folders are designed to teach students essential organizational skills. All assigned homework must be completed and, in the folder,
- ☐ All homework must be neat, clean, and thorough
- ☐ If the homework is late, missing, incomplete, or of poor quality, or is not completed properly, students will receive an Ed Center. If the problem continues to exist then the parent/guardian will have to attend a meeting with the classroom teacher and school administration
- ☐ Students with IEP will work with staff accordingly for their modified plans for success.

Special Education

Amethod Public Schools complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act ("IDEA"), and any other applicable civil rights enforced by the U.S. Department of Education Office of Civil Rights ("OCR"). Furthermore, AMPS will comply with AB 602, El Dorado County Charter SELPA ("SELPA") guidelines, and all California laws pertaining to special education students.

Special Education Students

AMPS recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment. We operate as its own local educational

agency ("LEA") and we are a member of the El Dorado County Charter SELPA in conformity with Education Code Section 47641(a). AMPS pledges to work in cooperation with the SELPA to ensure that a free and appropriate education is provided to all students with exceptional needs.

In the event we seek membership in a different state-approved SELPA, AMPS will provide notice to the District, the SELPA, and the California Department of Education before June 30th of the year before services are to commence.

Amethod Public Schools
1450 Marina Way South
Richmond, Ca. 94589
(510) 535-1580

Assessments

At AMPS students will have multiple and varied opportunities to demonstrate what they know and what they can do in all your classes. Since the school's mission is to prepare students for college and beyond, rigorous and comprehensive course examinations are an important part of student assessment. Major quarterly and final exams will be used to evaluate students' mastery of course material at the end of each quarter and semester. Additionally, individual grade levels have specific exam requirements. Information will be sent throughout the year.

Academic Support

All students need extra help at times in order to be successful. We offer several types of academic support to our students. Teachers respond to our students' needs through their curriculum and instructional strategies.

Targeted academic support is also provided for students throughout the day during the Individualized Learning Block, small group instruction, and ELA and Math Intervention.

If you are not enrolled in ASES, Homework assistance can be obtained by reaching out to your subject teachers. At AMPS we understand each student has independent needs, and we are here to help meet those needs.

Teachers and instructional aid staff are also available during school hours and after school to help those who require additional support. Students are explicitly taught and always encouraged to ask questions in class and arrange for tutorials to maximize their understanding.

Student Planners

All grades will be given a school academic planner. The planner is an important tool to assist students with their organization and time management. It is equally important for families as they can see and track all of their child's assignments. It allows students and families to plan proactively for upcoming dates, including due dates for assignments, tests and evaluations, and extracurricular commitments.

Summer School

One of the core concepts of our program is the belief in increased educational time needed in school and offered through an extended school day and school calendar. If necessary, some students will attend our summer program as a commitment to being an Amethod Public School student.

Supplies & Daily Checklist

Teachers will provide a supply list at the beginning of the year. It is recommended that students bring these supplies to school.

Students should come to school every day with the following items:

- ☐ Backpack with black and blue pens, pencils, paper, eraser, pencil sharpener
- ☐ School binder
- ☐ Completed homework
- ☐ Class binders, textbooks, and any other required materials
- ☐ Proper uniform



Students are prohibited from bringing Sharpie markers on campus due to previous defacing of school property. Students who are caught with Sharpie markers on campus will have the Sharpie markers confiscated and not returned along with the possibility of additional consequences.

Acceleration & Retention Policies

The AMPS school standards for progress are high and considerably more demanding than many of the local school districts and schools. The nature of the high stake's certainty of charter schools and the existing achievement gaps among racial and economic subgroups in public education, merit and justify the need for exceeding academic standards and programs. AMPS expects students to progress through each grade within one school year. To accomplish this, instruction will be made to accommodate the varying interests and needs of individual students and include strategies for addressing academic deficiencies when needed. Students shall progress through grade levels by demonstrating growth and mastery in learning and meeting grade-level standards of expected student achievement.

The following criteria will be reviewed in calculating retention or promotion of grade:

- ☐ Grade Point Average (*Grades below the mark of C-/2 are considered as failing and receive 0 credits*). More than 2 semester grades below a C-/2 may constitute retention
- ☐ PE and language are included in grade calculations

- ☐ IEP, 504 and other modifications and plans will be reviewed during the retention decision phase
- ☐ Multiple measures assessments (*including Standardized Testing and Reporting Program and Interim assessments*) * *these are not used to retain. May be reviewed in conjunction with other areas*
- ☐ Attendance record (*More than 5 unexcused absences may constitute a retention*)
- ☐ Social Emotional learning & growth (*Is their maturity level ready for the next grade*)

When academic achievement and content mastery is below established school acceptable standards, as early as possible in the school year, the Site Director shall identify students, including new enrolled incoming students, who should be retained and who are at risk of being retained in accordance with law, Board policy, school regulations and the following criteria:

- ☐ Grade Point Average (*Grades below the mark of C-/2 is considered as failing*)
- ☐ Student's grades (*grades below a C-/ 2 may constitute a retention*)
- ☐ Multiple measures assessments (*including Standardized Testing and Reporting Program and Interim assessments*)
- ☐ Attendance record
- ☐ Overall classroom progress
- ☐ Performance, and other indicators of academic achievement such as national, state, and assessments
- ☐ Portfolios of student work
- ☐ Additional factors to be considered shall be academic, social, and emotional readiness for the next grade
- ☐ Decisions about retention of Special Education students will be based on the criteria of the student's IEP and their performance level
- ☐ Students will not be retained more than 3 times during their tenure. Students cannot be retained 2 consecutive years throughout their K-12 experience, but further program restrictions or applications such as mandatory tutor programs and extended times will apply

Parent Notification

When a student is identified as being at risk of retention, the Director or designee shall notify the student's parent/guardian at the earliest time possible. The Director/designee shall also provide a

copy of the student's grade and inform the parents of the school's retention policy.

Appeal Process for Promoting or Retention Decisions

The Director's decision to promote or retain a student may be appealed consistent with Board policy through the Internal Resolution Service (IRS). The burden shall be on the appealing party to show why the Site Director's decision should be overruled.

School Rules, Expectations, & Policies

Our school is structured to provide a safe and orderly educational experience for our students. A safe and organized setting provides a foundation for effective teaching and learning. Our approach to discipline is two-fold. We believe in practices that are both preventative and restorative.

School rules and policies will apply to ALL students. Rules may be added throughout the year at the discretion of the site administration as needed. Our school's expectations are set high in order for all of our students to be successful.

Behavior Policies

The following are sample situations that school staff will have zero tolerance for:

- ☐ Drug/alcohol possession
- ☐ Bullying (this includes Cyberbullying)
- ☐ Possessing Weapons
- ☐ Leaving campus without permission
- ☐ Gang paraphernalia or graffiti
- ☐ Fighting
- ☐ Not following schools' rules & procedures

We believe that higher education is the surest path to future success for ALL families, and having high expectations of all students is an absolute necessity.

Drawing the best from every student takes immense effort from the teachers, families, administrators, and students; but the results are well worth it.

The AMPS Method: All is Earned Culture

Families and students need to be aware of the disguised and hidden messages of low expectations widespread in many institutions, including public schools, and the excuses that they spread to inner city families and students of color.

*Students will earn and lose the following as appropriate for behavior and work ethic:
(A sample list)*

1. Time in classrooms
2. Field trips
3. School Events
4. Extracurricular trips
5. Scholarships (CTY, ATDP)

Bullying

There is zero tolerance for bullying. If a student bullies another student, he or she will be warned with a referral and the parents/guardians will receive a phone call and a written notice of the incident. If the student is caught in another bullying incident, then the student may be suspended. In order for the student to return to school, the parent must meet with the Principal, and develop a plan for the bullying to stop. Students can also self-report bullying using the school's self-reporting form for bullying (found in the Dean's office and each classroom).

Cheating and Plagiarism

Cheating/Plagiarism is a serious offense. If a student copies another student's work/homework or if a student gives another student his/her work/homework, it is considered cheating. Unless a staff member has given the student permission to complete assignments with a teammate(s), all assignments must be completed independently. Please communicate with your teacher for help when in doubt. Plagiarism involves the stealing of someone else's ideas or words as one's own or the imitation of the language, ideas, and thoughts of another author (or person) and representation of them as one's original work. Depending on grade level and the degree of the violation, acts of cheating/plagiarism will result in one of the following consequences: detention, community service, in school suspension, out of school suspension, or Saturday schools.

Classroom Disturbance

The value of "Respect" is of the utmost importance at AMPS, and therefore classroom disturbances will not be tolerated. Any behavior that disrupts the instructional process, distracts students and/or teachers from classroom activities and studies, and/or creates a dangerous or fearful situation for students and/or staff will result in penalties ranging from detention to short-term suspension. Consistent disruptions will be dealt with every time in order to keep the class environment safe and conducive to all learning.

Conduct Outside of School Hours

It is imperative that students recognize that they are representatives of their school at all times as they wear their school uniforms or logoed shirt. Therefore, any conduct outside of school hours or away from school which may adversely affect the educational process or endanger the health, safety, morals, reputation, or well-being of other students or staff members may result in a consequence by the school.

Confiscated Items

School staff has the right to confiscate prohibited items, including but not limited to jewelry, phones, and weapons. Confiscated items will be held in a secure place by school staff and may be picked up at the end of the school day. Parents will be notified. Weapons or illegal items may be held indefinitely by the school or turned over to proper authorities where appropriate, followed by necessary consequences. Faculty or staff will NOT be responsible for any lost or stolen items.

Cyberbullying (Bullying)

Bullying is a form of violence. It can be physical, verbal, psychological, or sexual. Bullying may also occur through the Internet or other forms of technology; this is known as *cyber bullying*.

Cyberbullying is the act of sending or posting hurtful material on internet sites such as social media websites. Cyber bullying is commonly performed in public forums, social media or online information sites and is intended to threaten a victim's earnings, employment, reputation, or safety. Behaviors may include encouraging others to harass the victim and trying to affect a victim's online participation.

Destruction or Theft of Property

Destruction of and/or threats to destroy or damage or deface school, private, or public property will result in immediate disciplinary action ranging from short-term suspension to expulsion. Parents may also be required to pay for damages to school property in accordance with the education code and law. AMPS will contact authorities as needed.

Dress Code

If a student does not wear the required school uniform, they will receive a consequence for the following day and parents may be called. Students will be provided with a Uniform Bundle by the school. This will consist of three collard polos, one crewneck sweatshirt. Students who do not follow the dress code will continue to receive consequences.

- A. **Make up:** The children are asked to come to school free of make-up
- B. **Hair:** Extreme, distracting hair-dos such as Mohawks or spikes are not permitted at school
- C. **Hair coloring:** Hair color must reflect natural color of hair; dyes are not permitted if they do not appear naturally. For example, highlights in blue, red, pink or two different colors together are not permitted

- D. **Head Covering:** No hats, beanies, or head coverings (including hoods on sweatshirts) are permitted, including scarves or bandanas in the classrooms unless necessary for religious reasons. If worn in the classrooms, it will be taken away from students. In the event this becomes a constant problem, students will lose the privilege of wearing a hat, beanie, or head covering at school. Professional team affiliated hats or beanies are not allowed to be worn on campus at any time. Those who need religious exemptions should notify the school at the beginning of the year.
- E. **Tattoos:** Temporary or stick on tattoos are not permitted
- F. **Piercings:** No body piercings are allowed during school. A student who comes to school with piercings will be asked to remove the piercings. In the event that this occurs more than once, the piercing stud will be confiscated and not returned to the student.



Please note: *The Director will always have the discretion to determine the appropriateness of any item of apparel on a case-by-case basis. Students and parents should review the Dress Code Handout detailed by the school site.*

Drugs/Illegal Substances

Students found to be in possession of or under the influence of any “drug,” including alcohol, alcoholic beverages, look-alike drugs, inhalants, pills, tablets, or illegal drugs or substances shall be subject to suspension or immediate expulsion. The appropriate law enforcement agency will also be contacted when unlawful substances are found to be in the possession of a student.

Parents of students who are required to take medication while at school must contact the main office immediately before sending medication to school.

Closed Campus

Students are not allowed to leave campus under any circumstances once they have arrived on school grounds. All students must be signed out by an adult listed on the emergency card, (who must demonstrate a picture ID) filed at the school prior to leaving the campus at any other time other than the student’s designated departure time.

Field Trips

Field trips are earned at AMPS. In order for a student to earn trips, students must earn the right to attend by exhibiting proper behavior at school and by having good attendance. Students who demonstrate negative behaviors through the year that result in referrals or suspensions, or students who have more than the accepted absences or tardiness at the time of the field trip may not be allowed to attend. Students who do not attend field trips are required to come to school, or it will count as an absence.

Students are required to be in uniform for field trips, unless otherwise specified by administration. In order for parents to be chaperones, they must fill out a chaperone parent waiver.

General Maintenance

Students and staff are expected to make every effort to keep all school property and facilities neat and clean. By taking part in keeping their school clean, students will take more pride in their school. As a courtesy and respect for the school facility, and environment, students must not throw trash on the ground or leave trash on tables. All students, staff and faculty are expected to, and will be required to assist in helping keep our campuses clean.

Harassment

The AMPS Network is committed to providing a learning environment free of harassment based on race, color, gender, gender identity, sexual orientation, religious creed, marital status, age, national origin, ancestry, ability, family care or medical leave status, or any other basis protected by law.

AMPS will not tolerate harassing conduct by teachers, administrative staff, parents/guardians, or students. Similarly, AMPS will not tolerate harassing conduct by non-employees or contractors/vendors with whom AMPS employees have a business, service, or professional relationship.

Personal Belongings and Gadgets

Students are not allowed to have the following items at school, and should they have personal gadgets, it is their responsibility to store away through the school day.

(The following is not a complete list):

- Gum
- Weapons or any toy weapons
- Video games or any other electronic toys
- Nail Polish
- Rosaries, or chains
- Any illegal substance
- Sharpie markers
- Electronics of any kind

AMPS will not be held liable for any damage or loss of the above-mentioned items, including electronic items. Items brought to school will be confiscated. A parent must come to school and schedule an appointment with the Site Director to have confiscated items returned at the school leader's discretion.

Profanity or Obscenity

Students are expected to always uphold the AMPS value of integrity and refrain from vulgar expression. Such use includes, but is not limited to, profane, vulgar, obscene words or gestures; possession of profane, vulgar, or obscene material; accessing obscene material via the Internet; profane, vulgar, obscene or insulting racial, ethnic, or religious comments or actions. Penalties may range from community service to expulsion, depending upon the severity of the violation.

Public Displays of Affection

The inappropriate public display of affection at school is unprofessional. Students are expected to exercise self-control and respect for the reputation of others. Specifically, any public display of affection (PDA) and or/ inappropriate sexual physical contact, whether affectionate (i.e., hand holding, kissing) or aggressive (i.e., pushing, grabbing) are not in accordance with policies at AMP Schools and will result in disciplinary action.

Rude or Disrespectful Behavior

Students are expected to operate with the utmost integrity at all times, and therefore discourteous or inappropriate language and/or behavior or gestures toward a staff member or student will result in penalties ranging from detention to short-term suspension. Consistent rude or disrespectful behavior will result in suspensions and may result in dismissal.

Saturday School

Saturday school is assigned to students who do not finish their break packets, or students who receive 3 or more referrals in one quarter. There will be one Saturday school per quarter, and if your child is assigned Saturday School, they are required to attend.

School Disturbance

Any act that may cause disruption of the school environment and/or threaten the safety or well-being of other students is strictly prohibited at all AMPS sites. Such activities may include, but are not limited to; gang-related activities, walk-outs, sit-downs, rioting, picketing, trespassing, inciting disturbances, threats to the school, pranks, etc. Penalties for such disturbances may range from lack of privileges, to suspension.

Search and Seizure

The California Constitution requires that all students and staff of public schools have the right to attend campuses that are safe, secure, and peaceful. Incidents which jeopardize the health, safety and welfare of students and AMP Schools employees may necessitate the search of students and their property, student use areas, student desks/lockers and/or student automobiles and may necessitate the seizure of any illegal, unauthorized or contraband materials in the search.

A student's person and/or personal effects (e.g. backpack, purse, etc.) may be searched if a school official has reasonable grounds based on articulable facts for suspecting that the search will yield evidence that the student has violated or is violating either the law or Amethod Public School rules and regulations, including, but not limited to, possession of illegal, unauthorized or contraband materials.

Students use areas, including, but not limited to, instructional space, recreational space, and lockers are school property and remain at all times under the control of the school. Periodic general

inspections of school property may be conducted by school officials for any reason at any time without notice.

If a lawfully conducted search yields illegal, unauthorized, or contraband materials, such materials shall be turned over to the proper legal authorities for ultimate disposition. School officials may impose discipline upon the responsible student(s) (including suspension and/or expulsion) in accordance with the school's discipline policies and procedures.

Skippping Class

Any student caught skipping class is subject to immediate consequences ranging from detentions to suspension. Any student that leaves school without permission may forfeit their field trip and activity participation.

Tobacco

All tobacco products, including e-cigarettes, tobacco wraps, leaves, and cigars are prohibited. Penalties for students found with tobacco products range from short-term suspension to dismissal.

Threatening or Violence against Staff

Students shall not threaten, harass, or cause inappropriate bodily contact with and/or cause damage to the property of any school employee. Students found to be in violation of this policy shall be subject to suspensions, and/or expulsion as well as referral to the local law enforcement agency.

Violence

Violence will not be tolerated. Verbal threatening, fighting or intimidating students with or without actual physical contact, an attempt to hurt another or actions which cause reasonable fear of immediate bodily harm is defined as an "assault" and will result in penalties ranging from referrals to expulsion. Fighting or making physical contact of an insulting, offensive, or provoking nature with another student is defined as "simple battery" and will result in penalties ranging from short-term suspension to dismissals. Students guilty of "aggravated battery" (maliciously causing bodily harm to another) or "aggravated assault" (an assault made with a deadly weapon or with an object or device that is likely to result in serious bodily harm) are subject to immediate expulsion.

Students who participate in a fight by running to an altercation or by encouraging others to participate are also subject to punishment. In addition to school sanctioned disciplinary actions, students may also be referred to the appropriate law enforcement agency.

Weapons and/or Explosive Devices

Weapons and any other tool or instrument capable of inflicting bodily injury as a weapon are absolutely prohibited, and any student found to be in possession of such property shall be expelled. Such items include, but are not limited to: any loaded or unloaded firearm, any knife, any razor, any

defensive device (gas repellent, mace, chemical sprays, etc.), any martial arts device, or any tool or instrument which school staff could reasonably conclude as being used to harm someone else (such as a blackjack, chain, club, metal/brass knuckles, nightstick, pipe, rings, ice pick, nails, etc.), and a look-alike firearm. If any of the above items are found on a student, law enforcement will be contacted immediately.

A student shall also not supply, possess, handle, use, threaten to use, or transmit any explosive device or item that ejects or releases a spray, foam, gas, spark, fire, smoke, odor, etc., including but not limited to: fireworks of any type or size, smoke bomb, paint bomb, stink bomb, any homemade bomb, or any form of gasoline, kerosene, explosive or corrosive chemicals, poppers, etc. Students found to be in violation of this policy are also subject to immediate expulsion as well as legal action.

Withholding Transcripts/Grades

When school property has been willfully damaged or not returned upon demand, the Site Director, or designee shall inform the parent/guardian in writing of the responsible student's alleged misconduct and the reparation that may be due.

This notice shall include a statement that the specific school may withhold grades, diploma or transcripts from the student and parent/guardian until reparation is made.

If reparation is not made, the school shall afford the student his/her due process rights in conformance school procedures and may withhold the student's grades, diploma or transcripts.

If the student and parent/guardian are unable to pay for the damages or return the property, the Site Director or designee may provide a program of voluntary work for the student to do. When this voluntary work is completed, the student's grades, diploma or transcripts shall be released. (Education Code 48904)

Suspension & Expulsion Policies

The procedures by which Amethod Public School pupils can be suspended or expelled: (California Education Code 47605(b) (5) (J)).

Amethod Public Schools ("AMPS") schools operate under the principle that every student has the right to be safe at school. Furthermore, the Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. On school grounds and at school activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program. Individual classrooms have rules that are established to support a productive environment of mutual respect. Moreover, each of our school sites have codes of conduct contracts that are specific to the facilities unique details.

SUSPENSION

Structure, personal responsibility, and consequences are embedded into the AMPS methods for instruction. If a student is disrespectful (talking back to an adult, cursing, refusing to follow a

directive, etc.) or disrupting the classroom environment, the student will be removed from the classroom to discuss the situation with the school leader and will be given the appropriate consequence be it a detention, Saturday program, suspension, etc. A meeting will be scheduled with the administration /teacher to address the issue.

The consequence may be one or all the following: cleaning of the school, on-campus suspension, weekend school, or staying after school for one hour. A second incident involving the same type of behavior will result in a meeting after school that includes the student, family, teacher, and administrator and again an escalating consequence.

Any student who repeatedly violates school policies must meet with the teacher, administration, and in some cases, the parents. The school will have written documentation outlining a plan of action to improve the student's behavior, which may include an Individual Learning Plan addressed for classroom interventions. Failure to improve or meet these expectations may result in a campus suspension. The administrator will follow the adopted school policies in dealing with such issues as noted above. Those who present an immediate threat to health and safety of others will be suspended.

A student may be subject to suspension when it is determined that he/she:

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a)).
- A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(q))
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))
- Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))
- Caused or attempted to deface or destruction of school property including facilities interior and exterior.
- Defiance of specific school, or classroom rules.
- Stole, or attempted to steal school or private property.
- Committed, or attempted to commit robbery or extortion.
- Possessed or used tobacco or any product containing nicotine, or tobacco products.
- Committed an obscene act or engaged in habitual vulgarity.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the

performance of their duties. Such acts include, but are not limited to hazing, cheating, forgery, gambling, and willful disobedience to school personnel.

- Possessed an imitation firearm (any replica substantially similar to an existing firearm as determined by school personnel) as to lead a reasonable person to conclude the replica is indeed a firearm.
- Committed or attempted to commit a sexual assault or committed sexual battery.
- Harassed, threatened, or intimidated a student who is a complaining witness in school disciplinary proceedings.
- Harassment because of sex, race, ancestry, physical or mental disability, age or any other protected basis.
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence as defined in Education Code 33032.5. A student may be suspended for any of the acts listed above if the activity is related to school attendance and occurs at any time, including but not limited to: (1) while on school grounds (2) while coming or going from school (3) whether on or off the school campus (4) during or while going or coming from a school sponsored activity to hazing, cheating, forgery, gambling, and willful disobedience to school personnel.
- Possessed an imitation firearm (any replica substantially similar to an existing firearm as determined by school personnel) as to lead a reasonable person to conclude the replica is indeed a firearm.
- Committed or attempted to commit a sexual assault or committed sexual battery.
- Harassed, threatened, or intimidated a student who is a complaining witness in school disciplinary proceedings.
- Harassment because of sex, race, ancestry, physical or mental disability, age or any other protected basis.
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence as defined in Education Code 33032.5. A student may be suspended for any of the acts listed above if the activity is related to school attendance and occurs at any time, including but not limited to: (1) while on school grounds (2) while coming or going from school (3) whether on or off the school campus (4) during or while going or coming from a school sponsored activity to hazing, cheating, forgery, gambling, and willful disobedience to school personnel.
- Possessed an imitation firearm (any replica substantially similar to an existing firearm as determined by school personnel) as to lead a reasonable person to conclude the replica is indeed a firearm.
- Committed or attempted to commit a sexual assault or committed sexual battery.
- Harassed, threatened, or intimidated a student who is a complaining witness in school disciplinary proceedings.
- Harassment because of sex, race, ancestry, physical or mental disability, age or any other protected basis.
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence as defined in Education Code 33032.5.

A student may be suspended for any of the acts listed above if the activity is related to school attendance and occurs at any time, including but not limited to: (1) while on school grounds (2) while coming or going from school (3) whether on or off the school campus (4) during or while going or coming from a school sponsored activity

EXPULSION

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others. (Education Code 48915)

AMPS views expulsion as a drastic step and one that may affect a child's future. Every effort will be made to develop an educational program that encourages mutual respect among students, staff, and community. The procedures for suspension and expulsion will include appropriate due process, will be specific and clear and will be compliant with federal laws governing discipline of special needs students. The bottom-line purpose of the suspension and expulsion procedures will be to ensure a safe and effective learning environment. AMPS policy will provide all students with the opportunity to due process. These policies will be periodically reviewed and modified each year.

The procedures by which AMPS School pupils can be suspended or expelled.

California Education Code 47605(b)(5)(J).

The procedures for suspension and expulsion will include appropriate due process, will be specific and clear and will be compliant with federal laws governing discipline of special needs students. When the AMPS Board is considering/or discussing a suspension, disciplinary action or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079.

Closed Session Purposes and Agendas

The AMPS Board shall provide the student and his/her parent/guardian with written notice of the closed session by certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session; (Education Code 35146, 48912).

Student Due Process

The AMPS Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Governance Board or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law; (Education Code 48911, 48915, 48915.5).

Written notice of an expulsion hearing will be sent to students mailing address at least ten (10) calendar days prior to the start of the hearing. The notice must include:

1. Date and place of hearing

2. A statement of facts and charges upon which the proposed expulsion is based.
3. A copy of the disciplinary rules of the charter school that relate to the alleged violation.
4. A notice of the parent's obligation to inform the next school the student may attend of the basis of the expulsion.
5. A notice of the student or parent's opportunity to appear in person or be presented by an attorney or non-attorney advisor, to inspect and obtain copies of all documents to be used at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the student's behalf, including witnesses.

A student may be subject to Expulsion for:

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a)).
- A student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(q))
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))
- Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))
- Committed, or attempted to commit robbery or extortion.
- Brandishing a knife or any other instrument in an attempt to use as a weapon and injure or cause to injure a person.
- Stole, or attempted to steal school or private property.
- Possessed an imitation firearm (any replica substantially similar to an existing firearm as determined by school personnel) as to lead a reasonable person to conclude the replica is indeed a firearm.
- Committed or attempted to commit a sexual assault or committed sexual battery.
- Harassed, threatened, or intimidated a student who is a complaining witness in school disciplinary proceedings.
- Unlawful harassment.
- The AMPS Governance Board must also find either of the following: (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or (2) Due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Students with an Individual Education Plan (IEP)

On the recommendation by the Director, hearing officer, or administrative board panel, the AMPS

Governing Board may order a pupil with previously identified special needs expelled, but only if the board finds, based upon a determination by the IEP team, that the misconduct was not caused by the identified special need or handicap, or by an inappropriate placement.

Technology Program

At AMPS, we hope to engage our students meaningfully with the use of Technology on campus. We will not only instruct students how to properly use computers, but also concepts around Digital Citizenship and safety.

Cell Phones

Upon entry to the school campus, cell phones must be turned off (*not on vibrate or silent*) and put in their backpack, and/or kept out of plain sight. Students may also leave the cell phone with a teacher in the morning and retrieve it at the end of the school day. *It is the responsibility of the parent to hold their students accountable to the policies and procedures of cell phone use.*

Cell phones will be confiscated if used or visible during school hours without staff permission and will only be returned to the parent at the end of the day.

Technology Contract

Each student and family will be required to sign a technology contract before that student is allowed on a school computer. If a student is not handling their computer safely and damages incur, families may be liable for up to \$500 for broken parts. Also, students must be responsible and only use the websites allowed by their teacher. If caught on a different/inappropriate site, the consequences outlined in the contract will be followed.

Internet Safety Policy

AMPS has an Internet safety policy which includes, but not limited to the following:

- ☐ Access by minors to inappropriate matters on the Internet is prohibited
- ☐ Procedures have been established to ensure the safety and security of minors when using the Internet. To this end, training and information will be provided to children so that they will refrain from giving out personal details to unknown parties at all times
- ☐ Constant supervision will be maintained to monitor the activities of the vulnerable children and the type of information they access on the computers
- ☐ AMPS will employ the use of technology such as firewalls and filters augment the effort to maintain the integrity of the technology and internet-based programs.

Internet Safety Policy

It is the policy of AMPS Schools to:

- ☐ Prevent user access and transmission of inappropriate material via the Internet utilizing technology resources
- ☐ Prevent unauthorized access and other unlawful online activity
- ☐ Prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors, and
- ☐ Comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

This policy applies to all AMPS community members, including students, teachers, staff, and designated contractual or temporary staff.

Technology Protection Measures

AMPS shall filter all Internet traffic originating from any AMPS location to ensure it is appropriate for minors and in compliance with all local, state and federal mandates. The AMPS Home Office support shall maintain the necessary licensing annually to ensure all applicable categories of harmful Internet content is blocked and inaccessible by community members.

AMPS shall also provide for the day-to-day administration of this content filter, which includes, but is not limited to:

- ☐ Manual blocking and unblocking of sites based on requests with legitimate educational purpose
- ☐ Application of appropriate licensing information
- ☐ Selection/de-selection of website categories deemed appropriate or inappropriate by the AMPS leadership community
- ☐ Review and analysis of usage and filtering logs
- ☐ Communication with specific Directorship concerning data and reports generated through the content filtering system

Procedures for the disabling or otherwise modifying any technology protection measure shall be the responsibility of the AMPS Technology Support.

Monitoring and Supervision of Online Activities

It will be the responsibility of all members of AMPS staff responsible for allocating AMPS technology resources for student use to supervise and monitor appropriate usage of AMPS technology resources, especially Internet access, in accordance with the Children's Internet Protection Act.

This includes, but is not limited to:

- ☐ Logging and reporting of AMPS technology resource usage, especially Internet access
- ☐ In-classroom monitoring of student use of technology resources
- ☐ Follow-up meetings with students and/or parents concerning student use of technology resources

Education of minors

School staff responsible for allocating AMPS technology resources for student use shall be responsible for providing instruction to students concerning appropriate online behavior utilizing AMPS technology resources. Such instruction shall include review of specific inappropriate behavior, the consequences of such behavior, and an indication of how staff will assist students to be successful with the use of AMPS technology resources while avoiding inappropriate content.

Education of staff

AMPS Support Office staff shall be responsible for training designated staff within individual schools to further train and support school staff on the appropriate use of AMPS technology resources. Said staff will provide guidance and training to other school staff concerning the appropriate use of AMPS technology resources.

Student Health Programs

Physical Education

Physical education is mandated by the California Department of Education and should be encouraged by parents and families to keep kids active and healthy. AMPS adheres to the state standards and acknowledges the importance of regular Moderate to Vigorous Physical Activity (MVPA).



If your child plays sports either in or out of school and sustains an injury, please make sure to alert the school office. We require a doctor's note for prolonged absence from PE.

Peanut Free and Strawberry Free Campus

In order to keep our campus safe for all students, we will have a peanut and strawberry free school. Therefore, students are not allowed to bring snacks on campus that contain peanuts or strawberries.

Therefore, if students are seen with snacks that contain peanuts or strawberries it will be confiscated. Instead a peanut and strawberry free snack will be given.

Healthy Food Campus

We are also a healthy food campus. We do not allow soda, junk food, cookies or candy on campus. Chips are allowed if they are vegetable based or whole grain. If junk food is seen, it will be confiscated.

Administration of Medicine

Any student requiring medication to be dispensed must provide to the receptionist a note permitting the school to administer the medication and providing explicit instructions. No prescription medication will be dispensed to a student without this documentation present in his or her files. Furthermore, no student may dispense medication to him/ herself or to other students at any time. All medications will be securely stored and administered by the Administrative Assistant. It is the student's responsibility to ask the Administrative Assistant for his/her medication.

Bathroom Policy

Students are encouraged to use the bathroom before school, during transition times between and during lunch and breaks. Students are expected to use the bathroom responsibly and clean up after themselves. Should the bathroom situation become an issue, the Site Directors may implement a self-monitoring class policy.

Lunch Program

All AMPS schools will be providing lunch and breakfast to students.

Parents may pack students a healthy lunch or snack if the child is staying after school or if you wish to opt-out of the lunch program. Students do not have access to a microwave.

As a matter of safety and policy, Parents are not allowed to drop off lunches for students. Students must carry their lunch/snacks with them from the start of the school. All students are to eat in the assigned food court area. No student is to eat outside food in the court area. We will not allow students to call home during lunchtime for food arrangements. Additionally, students are not allowed to use food delivery services to obtain food. This includes but is not limited to Ubereats, Postmates, Doordash or Grubhub.

Illness during School Hours

If a child becomes ill or injured during the school day and is not well enough to stay in class, the parent/guardian will be called to pick the child up. It is necessary to have updated emergency contact numbers on file in the school office in case the guardian cannot be contacted.

If a child needs to take prescribed medicine, parents send it to school with a note from the doctor and parent permitting office staff to administer the prescribed medication to their child.

Immunization

All children in California are required to receive certain immunizations in order to attend public and private elementary and secondary schools, childcare centers, family day care homes, nursery schools, day nurseries, and developmental centers (pre-kindergarten facilities). All families must present a written immunization record, including at least the month and year of receipt of each dose of required vaccines. All students need to submit an immunization record upon enrollment at Amethod Public Schools campuses. These requirements can only be waived only if a properly signed health exemption is filed with the school.

Vision and Hearing Screenings

The California State Department of Education mandates vision and hearing screening in schools. You will be notified when your child is scheduled to be screened for vision and hearing. This screening is a general assessment of your child's vision and hearing. It may indicate possible difficulties your child may have with vision or hearing; it will not provide a confirmed diagnosis. This screening is *not a substitute* for regular medical visits to your child's doctor and optometrist.

You will be notified of your child's screening results only if he or she does not pass the test. At that time, your child will receive a referral for further evaluation by a qualified medical professional. If you choose for your child to not have screening at this time, please submit a signed written request to your Director.

Mandated Reporting

All AMPS staff must follow state policies on reporting abuse. In California, all school workers must report abuse or neglect if they "have knowledge of or observe" instances of abuse or neglect, or if they "know or reasonably suspect" abuse or neglect have occurred.

All school personnel are mandated reporters of suspected abuse and/or neglect. Mandated reporters are required to report suspected child maltreatment *immediately* when they have "reasonable cause to believe that a child who is 17 years of age or younger and known to them in a professional or official capacity has been harmed or is in danger of being harmed – physically, sexually, or through neglect – and that a caregiver either committed the harm or should have taken steps to prevent the child from harm.

Please see the School Director if you have any questions or concerns.

Denial of Registration

The site administration may refuse to register any outsider if he/she reasonably concludes that the outsider's presence or acts would disrupt the school, students, or employees; would result in

damage to property; or would result in the distribution or use of a controlled substance. The Director or designee may revoke an outsider's registration if he/she has a reasonable basis for concluding that the outsider's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students or staff.

The Director or designee may request that an outsider who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When an outsider is directed to leave, the Director or designee shall inform the outsider that if he/she reenters the school within seven days he/she will be guilty of a misdemeanor subject to a fine and/or imprisonment. (*Penal Code 627.7*)

Appeal Procedure

Any person who is denied registration or whose registration is revoked may appeal to the Chief Executive Officer or Site Director by following the school's Internal Resolution Service. This written notice must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the AMPS Ombudsperson will log and address the complaint within the prescribed time and method in adherence to the Internal Resolution Service policy.

Miscellaneous Policies

Freedom of Speech & Personal Expression

The AMP Schools Board of Directors believes that free inquiry and exchange of ideas are essential parts of a comprehensive education and important in the formation of critical thought. The Board respects students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular. In accordance with these beliefs, the following policies regarding on-campus and off-campus expression.

☐ On-Campus Expression

- ☐ Students shall have the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Education Code 48907)
- ☐ Student expression on school Internet web sites and online media shall generally be afforded the same protections as in print media.
- ☐ Students' freedom of expression shall be limited only as allowed by Education Code 48907, 48950, and other applicable state and federal laws.

- ❑ Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that so incite students as to create a clear and present danger of the commission of unlawful acts on school premises, the violation of school rules, or substantial disruption of the school's orderly operation. (Education Code 48907)
- ❑ The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an abusive manner in a situation that presents an actual danger that it will cause a breach of the peace
- ❑ School officials shall not engage in prior restraint of material prepared for official school publications except insofar as the content of the material violates the law. (Education Code 48907)
- ❑ The Site Director or designee shall not discipline any high school student solely on the basis of speech or other communication that would be constitutionally protected when engaged outside of school, but may impose discipline for harassment, threats, or intimidation unless constitutionally protected. (Education Code 48950)

❑ Off-Campus Expression

- ❑ A student shall be subject to discipline for off-campus expression, including expression on off-campus Internet websites, and social media when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program. The Chief Executive Officer, Site Director, or designee shall document the impact the expression had or could be expected to have on the school program.

❑ School-Sponsored Publications

- ❑ Students shall have the right to exercise freedom of speech and of the press in official school publications, except for expression that is obscene, libelous, slanderous, or so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, the violation of lawful school regulations, or the substantial disruption of the orderly operation of the school. (Education Code 48907)
- ❑ Official school publications include material produced by students in journalism, newspaper, yearbook, or writing classes and distributed to the student body either for a fee or free. (Education Code 48907)
- ❑ Each site will have developed a school publications code outlining the responsibility of student journalists, editors, and publication advisors.

- ☐ All student submissions shall be held to professional standards of English and journalism. (Education Code 48907)
- ☐ If the Site Director or designee considers material submitted for publication to violate Education Code 48907, he/she shall notify the student, without undue delay, and give specific reasons why the submitted material may not be published.
 - ☐ *Absent extraordinary circumstances, such notice should be given in sufficient time to allow the student time to either modify the material or to seek review of the Site Director's determination from the Chief Executive Officer or designee.*
 - ☐ *Prior to any restriction of student speech, school officials shall consider any feasible alternative options to restricting the speech.*
- ☐ To the extent that the Site Director or designee believes that the school and AMPS campuses should be disassociated from a particular idea or opinion, the Principal or designee may require student articles to include disclaimers.

☐ Distribution of Printed Materials and Petitions by Students

- ☐ The Site Director or designee may provide bulletin boards on which students and student organizations may post materials of general interest. Students may collect signatures on petitions concerning school or non-school issues.
- ☐ All printed material and petitions distributed, circulated or posted on school property shall bear the name and the address or contact location of the sponsoring organization or individual. If any printed material does not have the contact information of the distributed material, it will not be allowed to circulate in or around school property.

Printed materials or petitions may be distributed only:

1. Before or after school
2. In locations that do not obstruct the normal flow of traffic within the school or at entrances

No student shall use coercion to induce any other student or person to accept printed matter or to sign a petition. This may be constituted as bullying. Also, no funds shall be collected for any material distributed.

☐ Student Conduct

- ☐ Conduct by a student, in class or out of it, which for any reason materially disrupts classwork or involves substantial disorder or invasion of the rights of others, is not immunized by the constitutional guarantee of free speech.

☐ Clothing, Buttons, and Badges

- ☐ Buttons, badges, armbands, and clothing bearing slogans or sayings may be worn unless their message falls into the categories prohibited by law, and Board policy. No school official or employee shall interfere with this practice on the grounds that the message may be controversial or unpopular with students or faculty.

☐ Appeals

- ☐ The following procedures shall be used to address general disputes regarding student freedom of expression. When applied to school-sponsored publications, these procedures are to be supplemental to those outlined in that section:
 - ☐ The student and faculty member shall first attempt to resolve the problem by themselves.
 - ☐ If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the school Director or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.
 - ☐ If the school director or designee is unable to resolve the dispute, the student and/or faculty member may bring the matter to the Chief Executive or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.

If the Chief Executive Officer or designee is unable to resolve the dispute, the student and/or faculty member may ask for a hearing to determine whether a deprivation of freedom of expression was justified under the above regulations and Board policy. This hearing shall be held before the Board of Directors or impartial person(s) appointed by the Board as soon as possible after it is requested. Both sides shall be given an opportunity to demonstrate that Board policy and administrative regulations were properly applied.

Violation of Policy

Any violation or abuse of this Policy is just-cause for taking disciplinary action, up to and including dismissal, removal of all AMPS network privileges and accounts, and/or legal action. We anticipate that such actions can be avoided since they cause problems for all concerned. To keep the AMPS technology resources and property safe, viable, effective, and user friendly, all AMPS community members must work cooperatively and responsibly using this policy. AMPS reserves the right to update this policy and/or to change the technology protection measure at any time, with or without notice.

Family Involvement Program

Amethod Public Schools believes in the importance of working together to make a positive impact on the academic and social growth of every child. Although the decision regarding the school's new policy belongs to the Board of Governance, Central AMPS Administration, and the Directorship, family involvement is not only welcome, but also critical to the success of the school. While this maybe the case, parental involvement is not required for acceptance or continued enrollment to any of our schools.

Family Involvement Opportunities

AMPS family-school relationships are maintained through:

- ☐ FST - Family & Staff Team
- ☐ PLC
- ☐ CTY camp
- ☐ School Carnival
- ☐ Summer Field Day
- ☐ School Beautification
- ☐ Communication Webs (Class/School Snowflake)
- ☐ Food Drive
- ☐ Harvest Festival
- ☐ Sports
- ☐ Photography
- ☐ Committee Work (Graduation, Family Staff Team (FST))
- ☐ Conferences with students, families, and teachers (including two nights per year)
- ☐ Workshops for students and families
- ☐ Community-wide events, celebrations and performances

Amethod Public School families are asked to:

- ☐ Reinforce the academic and behavioral standards at home
- ☐ Establish a daily routine for students that sets them up for success
- ☐ Ensure that students are well-rested and receive healthy amounts of rest
- ☐ Provide a quiet space for students to study
- ☐ Provide positive reinforcement of student progress and success
- ☐ Discuss academics and student work among family members
- ☐ Help students with homework and independent reading
- ☐ Ensure that students complete all of their homework neatly and read every night
- ☐ Send their scholar to school in the required uniform
- ☐ Attend all required parent meetings such as pre-year Orientations and Open House Nights
- ☐ Maintain constant respectful communication with teachers and administrators
- ☐ Provide support for summer sessions to avoid summer learning loss

- ☐ Assist with student recruitment
- ☐ Support other AMPS families AND, above all.... talk with your child about school and future.

Forms & Applications

All families must fill out mandatory forms in the school registration packet. They include various forms such as permission slips, and contact information.

Changes of Address/Contact Information

Families must provide up-to-date contact information to the school and must notify the school of any changes in phone and/or address as soon as possible. This is essential in case of an emergency.

Emergencies

Taking appropriate action whenever an emergency threatens the safety, health or welfare of a student at school or during school-sponsored activities is of utmost importance. The Chief Executive Officer, School Director, or designee shall require parents/guardians to provide emergency information in order to facilitate immediate contact with parents/guardians if an accident or illness occurs. The school Director or designee will use best judgment and consider the health, and well-being of the student in a given emergency situation. Parents/guardians will be contacted immediately when a serious accident, injury or other health related concern occurs.

In an emergency where a judgment call is necessary, if parents DO NOT wish for staff discretion to call the services of an ambulance automatically, please make sure to let us know in writing or else we will decide and act to call at our discretion as needed.

In order to facilitate contact in case of an emergency or accident, parents/guardians shall furnish the Director or designee with the information specified below:

1. *Home address and telephone number*
2. *Parent/guardian's business address and telephone number*
3. *Parent/guardian's cell phone number and email address, if applicable*
4. *Name, address, and telephone number of a relative or friend to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached*
5. *Local physician to call in case of emergency*
6. *Health Insurance provider; if applicable*

Medication at School

Authority and conditions for administering medication are based upon California Education Code, Section 49423. Designated school personnel may distribute oral medications if the school receives:

1. A written statement from such physician detailing the method, amount, and time schedule by which such medication is to be taken, and
2. A written statement from the parent or guardian of the pupil indicating the desire that the school assist the pupil in the matters set forth in the physician's statement,
3. The parent or guardian signs a waiver of release of liability for dispensing the medication.

Meetings

If the school requests a meeting with you and your child, we need to discuss something important with you. If you would like to schedule a meeting with a teacher, please contact them directly. We document all meetings and appointments.

Providing False Information

Students engaging in any act that entails providing false information to the school will be subject to immediate consequences. Such offenses include such acts as falsifying school records, forging signatures, making or providing false statements, bribery, using an unauthorized User ID or password, etc. Penalties for such infractions may range from being put on detentions to suspensions.

Telephone Use

Students are not allowed to use the school phone as a regular function. In some cases, students may be allowed to use the phone with staff's explicit permission. Students are not allowed to use the office phone during class time without permission from staff or administration. Students will be allowed to use the front office phone in case of emergency at the discretion of the Director.

Textbooks

Student textbooks are considered school property. Students will be issued textbooks/class books throughout the year. They are required to keep their textbooks covered at all times. *Students are responsible for the issued textbooks; if lost, stolen, or damaged, the student and parent is responsible for payment to replace the book.* Any outstanding balances at the end of the year will affect release of transcripts and report cards.

Transportation

Amethod Public Schools DOES NOT provide transportation for students. Parents and /or guardians are responsible for providing their children with transportation to and from school. Students must be dropped off and picked up at assigned zones. Directors will attempt to assist students in utilizing transit programs.



HONOR HARD WORK

AMPS site Faculty and staff will not be responsible for students beyond the regular and/or after school program hours. We may be required to call police or California

Protective Services (CPS) or police if we cannot contact parents or guardians through the emergency contacts after set hours.

Voluntary Withdrawal

Amethod schools are schools of choice. As such, circumstances may arise in which a parent or guardian wishes to transfer their child to a different school. Families may withdraw students in person at the site by requesting a transcript beforehand to give school time to prepare, and by returning any school materials. Students who miss five or more consecutive days of school *without notifying* the school, or do not respond to messages or home visits; will risk an involuntary withdraw. Parents will be notified in writing at least five (5) days before the intended withdrawal date.

Charter Complaint Notice form: <https://www.cde.ca.gov/sp/ch/documents/rescscomplaints0323.pdf>

APPENDIX

- Uniform Complain Process: <https://bit.ly/AMPSUCP>
- Health care coverage options and enrollment assistance: www.coveredca.com
- Mental Health Hotline: [1-800-662-HELP \(4357\)](tel:1-800-662-HELP)

INTENTIONALLY BLANK

Verification

I have read the student/parent handbook. I have read and understand that families and students must follow the school rules and all policies and procedures that are listed in this handbook. I am aware that I can ask questions and can make an appointment with the school's Director to discuss any items described in the handbook in more detail as needed.

(Please sign, and submit this page to the appropriate school office)

SCHOOL / PARENT HANDBOOK 2020-21

Student Name:	_____	Grade:	_____
School Name:	_____		
Parent Name:	_____		
Phone Number:	_____		
Parent Email:	_____		
Mailing Address:	_____		

Parent Signature

Date

Coversheet

Approval of Amethod Public Schools Employee Handbook 2023-2024

Section:	II. Consent
Item:	D. Approval of Amethod Public Schools Employee Handbook 2023-2024
Purpose:	Vote
Submitted by:	
Related Material:	AMPS Employee Handbook 2023-2024 (FINAL).docx.pdf AMPS Employee Handbook 2023-2024 (REDLINED).pdf

AMPS



HONOR HARD WORK

AMETHOD PUBLIC SCHOOLS

EMPLOYEE HANDBOOK

Revised June 2023

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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Amethod Public Schools (“AMPS”). It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at AMPS. It is not intended to create any expectations of continued employment, or an employment contract, express or implied. In no way does the Handbook replace or modify any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts.

This Handbook supersedes any previously issued handbooks and any policies or other written or verbal statements that are inconsistent with the policies described herein. Employees must sign the acknowledgment form at the end of this Handbook and return it to Human Resources. It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact your supervisor, Human Resources or the CEO.

AMPS reserves full discretion to add, change, amend, supplement, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. No one other than the CEO or the Board of Directors has the authority to enter into any employment agreement or other agreement that modifies AMPS policy, the arbitration agreement, or the employee’s at-will employment with AMPS, and any such modification *must* be in writing and approved by the Board of Directors in writing.

Failure to comply with this handbook may result in disciplinary action, up to and including termination.

DIVERSITY AND INCLUSION

We believe diverse perspectives lead to stronger ideas, striking innovation, and effective practices, accelerating our progress toward our mission. AMPS prioritizes building diverse teams that reflect the experiences of our employees to ensure everyone shapes our approach. Additionally, we cultivate an inclusive environment and culture of belonging for our employees— a critical step in our pursuit of equity.

AMPS welcomes and reveres the spectrum of human diversity, and stands against bigotry, racism, sexism, heteronormativity, and other biases that seek to undermine the dignity of all people. The barriers our employees face are deeply entrenched in our society. Therefore, we regularly examine the impact of our policies, processes, and procedures and refine them to build a more equitable workplace.

How We Define Diversity: A wide range of intersecting identities, including people with different perspectives, abilities, and lived experiences. At AMPS, we value and seek the perspectives of people with proximity to our employees’ identities and lived experiences.

How We Define Inclusion: A continuous effort to create an environment that reveres the spectrum of human diversity, where all employees feel a sense of belonging. At AMPS, we stand against all forms of bigotry—including racism, sexism, heteronormativity, and other biases that undermine human dignity.

How We Define Equity: A state wherein we disrupt the ways of bigotry, historic injustice, and systemic oppression manifest in our systems. At AMPS, we work to tailor our approach to achieve equity.

GENERAL POLICIES

A. ***Equal Employment Opportunity (Discrimination)***

Covered Individuals

This policy protects all employees of AMPS as well as interns, volunteers, and potential employees (applicants). All employees of AMPS are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Discrimination

As used in this policy, "discrimination" means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual's protected category. Discrimination may include, but is not necessarily limited to, factoring an individual's protected category in hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

Adverse Employment Action

As used in this policy, "adverse employment action" may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment opportunities; change of an employee's work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers' compensation, military, domestic violence); or any other unequal treatment based on the individual's protected category resulting in an adverse employment action.

Protected Categories

AMPS' policy prohibits discrimination based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status (including registered domestic partnership status), sex and gender (which includes reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex), age (forty (40) and over), sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics

associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

AMPS allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. AMPS will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, AMPS will identify the employee in accordance with the employee's current gender identity and preferred name.

AMPS will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. AMPS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. AMPS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Scope of Policy

AMPS is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, AMPS makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

If you believe you have been subjected to, witnessed, or have knowledge about discrimination, please follow the complaint procedure outlined below in Section D.

B. Unlawful Harassment

Covered Individuals

This policy protects all employees of AMPS as well as interns, volunteers, independent contractors, and potential employees (applicants). All employees of AMPS are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. AMPS will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including students, parents, and anyone else who has workplace contact with our employees.

Protected Categories

AMPS' policy prohibits harassment based on race (which includes historically associated

traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status (including registered domestic partnership status), sex and gender (which includes reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex), age (forty (40) and over), sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

Unlawful Harassment

Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to **any of the above protected categories**:

- **Verbal conduct** such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers) ("hostile work environment" harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above ("hostile work environment" harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual ("hostile work environment" harassment).
- **Visual conduct** such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts ("hostile work environment" harassment).
- **Physical conduct** such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis ("hostile work environment" harassment).

harassment).

- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).
- **Sexual harassment** consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual’s employment; (2) an employment decision is based upon an individual’s acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.

Abusive Conduct Prevention

AMPS does not condone and will not tolerate unlawful harassment or abusive conduct on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which the School does business). Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person’s work performance.

Scope of Policy

This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from AMPS’ premises, such as a business trip, School- related social function, or social media activity (depending on the circumstances).

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined below.

Retaliation

Covered

Individuals

This policy protects all employees of AMPS as well as interns, volunteers, independent contractors, and potential employees (applicants). All employees of AMPS are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

As used in this policy, “retaliation” means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not limited to, opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of AMPS’ anti-discrimination, harassment, or retaliation policies; cooperating or participating in investigations or proceedings arising out of a violation of these policies; or engaging in any other activity protected by applicable law.

Adverse Employment Action

As used in this policy, “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension;

reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee's work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the "cold shoulder") when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

Complaint Procedure—Discrimination, Unlawful Harassment, Retaliation

Duty to Report

All employees who believe they have been subjected to discrimination, unlawful harassment, and/or retaliation are strongly encouraged to promptly report the alleged violation(s) in accordance with the procedures set forth below. Supervisors and managers are required to report any complaints of unlawful harassment, discrimination, or retaliation in accordance with the procedures set forth below. Immediate reporting allows AMPS to quickly and fairly resolve any complaints in the workplace.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Where to Report Complaint to AMPS

Submit a complaint to your supervisor, Human Resources (hrsupport@amethodschools.org), any other supervisor within AMPS, or the Board of Directors. There is no requirement to report your complaint to any designated supervisor within AMPS. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Supervisors must report all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to the CEO, Talent and Human Resources Manager, Board of Directors, or other upper-level administrators, as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Contents of Complaint

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously. However, employees may be required to disclose their identity to AMPS in order for the School to sufficiently investigate the complaint. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Response to Complaint (Investigation)

Upon notice of conduct requiring an investigation, AMPS will investigate the facts and circumstances of the alleged violation, as appropriate. AMPS will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of qualified personnel and using methods that provide all parties with appropriate

due process. AMPS' investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

AMPS may investigate conduct in the absence of a formal complaint if AMPS has reason to believe that an individual has engaged in conduct that violates School policies or applicable law. Further, AMPS may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

All employees are required to fully cooperate with AMPS' investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of confidentiality regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, AMPS will provide regular progress updates, as appropriate, to those directly involved. AMPS will strive to complete its investigation as efficiently as possible and will reach any conclusions based on the evidence collected and credibility of the witnesses. At the completion of its investigation, AMPS will inform the complainant(s) and the accused of its findings and decisions to the extent permitted by applicable law.

No Retaliation

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. Please refer to AMPS' Retaliation Policy above for further information.

How to Report Complaint to Government Agencies

Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the California Civil Rights Department ("CRD") or the Equal Employment Opportunity Commission ("EEOC"). The DFEH and the California Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in School policies. The address and phone number of the local CRD and EEOC offices can be found online or dialing 800-FREE-411.

Sexual Harassment Training Requirements

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

C. Whistleblower Policy

AMPS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

D. *Employment “At- Will”*

It is the policy of AMPS that all employees are considered “*at-will*” employees of AMPS. Accordingly, either AMPS or the employee can terminate this employment relationship at any time, for any reason or no reason at all, with or without cause, and with or without advance notice. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause, and with or without notice at any time.

Nothing contained in this Handbook, employment applications, AMPS memoranda or other materials provided to employees in connection with their employment shall require AMPS to have “cause” to terminate an employee or otherwise restrict AMPS’ right to terminate an employee from his or her at-will employment with AMPS. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict AMPS’ right to terminate at-will.

No representative of AMPS, other than the Board of Directors, is authorized to modify this at-will employment policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with AMPS that are not consistent with AMPS’ policy regarding “at-will” employment. Any agreement that alters the “at-will” nature of employment must be approved by the Board of Directors and must be in writing and signed by the Board of Directors, and the affected employee. This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda or other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create neither an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

E. *Eligibility for Employment*

Immigration Compliance

AMPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, AMPS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

Certification

AMPS' teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in public schools would be required to hold by law. If you are a credentialed staff member, you must provide copies of your credential, certificate of clearance, transcripts, and test scores prior to your first day of actual work and if already employed, prior to the start of the academic year if applicable. Failure to provide these documents may delay your ability to begin or continuation of work.

Tuberculosis Testing

No person shall be employed by AMPS unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Each employee shall provide the School with a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing a certificate from a qualified professional, or a verification form from the prior school employer, that shows he or she was found to be free of infectious TB within 60 days of initial hire.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. AMPS shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

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

Criminal Background Checks

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

F. Employment Classifications

For purposes of salary administration and eligibility for overtime payments and employee benefits, AMPS classifies its employees as defined below. Please direct any questions you may have regarding your employment classification or status to Human Resources or your direct supervisor.

Nonexempt Employees

Non-exempt employees are entitled to overtime pay in accordance with federal and state law. Non-exempt employees are required to take meal periods and are authorized and permitted to take rest periods in the manner described in this Handbook. Non-exempt employees may be scheduled for full-time or part-time shifts, as assigned by his or her supervisor or the CEO.

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure, and meal breaks.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees are prohibited from working any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or Human Resources.

It is a violation of AMPS' policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, they should report the incident immediately to a supervisor.

Exempt Employees

AMPS may choose to designate as exempt an employee whose job duties and salary qualify for exemption under applicable law. Exempt employees are not eligible to receive overtime pay.

Employees who are classified as exempt must record absences from work for reasons such

as leaves of absence, sick leave, or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, the School may make a deduction from an exempt employee's pay as permitted by law, including in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with AMPS, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, AMPS will not pay for such days/hours of absence.

AMPS may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full-day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is School policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. AMPS prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources or a supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

G. Employment Status

Regular Full-time Employees

Employees who work 40 hours or more per workweek on a regular basis. Such employees may be "exempt" or "nonexempt" and are eligible for employee benefits as described in this Handbook as well as those benefits required by law.

Regular Part-time Employees

Employees who work fewer than 40 hours per workweek on a regular basis. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Such employees may be "exempt" or "nonexempt". Part-time employees are not eligible for benefits except as required by law.

Temporary/Seasonal/Intern Employees

Temporary employees are those employed on a temporary basis for short-term assignments. Short-term assignments will generally be periods of three months or less; however, such assignments may be extended. Temporary employees are not eligible for any benefits except where mandated by law. A temporary employee may be offered and may accept a new temporary assignment with AMPS and still retain temporary status.

Individuals assigned by temporary employment agencies are employees of the agency and not of AMPS.

AMPS has defined the work year calendar for school year staff positions as shown in the table below:

Role	Days with Students	Pre-School Opening Days	Professional Development Days	Post-School Closing Days	Site-Based Summit	Total Work Days
Teachers	180	0	3	2	5	190
Paraprofessionals	180	0	3	2	5	190
Teacher Assistants	180	0	3	2	5	190
College Advisors	180	5	3	5	5	198
School Counselors	180	5	3	5	5	198
ASES Coordinators	180	5	3	5	5	198

Additional work done beyond the work year calendar shown above must be pre-approved by your Site Director and will earn additional compensation. This includes work to conduct or support Summer School.

AMPS has defined the work year calendar for year-round staff positions as shown in the table below:

Role	Total Possible Work Days in a Year*	Less: AMPS Holidays	Less: Thanksgiving Break	Less: Winter Break	Less: Spring Break	Less: Summer Break	Less: Vacation Days	Total Work Days
School Admin Staff	260	(15)	0	0	0	(4)	(10)	231
Custodial Staff	260	(15)	0	0	0	(4)	(10)	231
Registrars	260	(15)	0	0	0	(4)	(10)	231
Lunch Support Staff	260	(15)	0	0	0	(4)	(10)	231
Site Directors	260	(15)	(3)	(6)	(4)	(4)	(10)	218
Vice Principals	260	(15)	(3)	(6)	(4)	(4)	(10)	218

Deans	2 6 0	(1 5)	(3)	(6)	(4)	(4)	(1 0)	2 1 8
Home Office Staff	2 6 0	(1 5)	0	0	0	0	(1 0)	2 3 5

*52 weeks @ 5 days per week

H. Job Duties

Your supervisor(s) will explain your job responsibilities. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or AMPS. Your cooperation and assistance in performing such additional work is expected. AMPS reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions or assign additional job responsibilities.

I. Work Location

At the time an employee is hired, the employee is usually assigned to a work location. Some employees may be assigned to permanent remote work. However, even employees who are permanently remote do have a location that is their home base. Employees, including those assigned to a permanent location as well as those working remotely, are not permitted to complete their job duties outside of the state, or country, where they are assigned to work, without prior management authorization. AMPS reserves the right in its sole discretion to prohibit out-of-state work due to business necessity or for any other business reason. Work outside the state where an employee is hired to work has payroll tax, business license, benefit and legal compliance implications. Failure to receive advanced permission to work from another state, or country, may lead to disciplinary action, up to and including termination.

J. Open Door Policy

At some time or another, you may have a suggestion, complaint, or question about AMPS, your job, your working conditions, or the treatment you are receiving. We welcome your suggestions, complaints, or questions. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to Human Resources, preferably in writing, who will address your concerns.

K. Workplace Anti-Violence Policy

AMPS recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of employees and students is paramount. Therefore, AMPS has adopted this Zero Tolerance Policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect AMPS, occur on School property, or occur in the conduct of School business off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in School operations, including, but not limited to, School students, parents, employees, independent contractors, temporary employees, vendors and anyone else on School property or conducting School business off property. Violations of this policy, by any individual, may result in disciplinary action, up to and including termination and/or legal action as appropriate.

Employees must always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor tags/badges. Suspicious persons or activities must be reported to Human Resources. Employees must secure their desk or office at the end of the day.

Workplace Violence Defined

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the School's facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business.

Weapons Prohibited in the Workplace

AMPS strictly prohibits employees, or any person providing services to AMPS, visiting AMPS, or located on AMPS' premises from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by AMPS or occupied by groups of School employees or persons providing services to AMPS. Unless such prohibition is contrary to local law, this specifically includes School parking areas and School vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by AMPS and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties, and s/he has written permission from AMPS' CEO. This policy prohibits the possession of concealed weapons as well as weapons carried openly, regardless of whether the person has a legal permit to carry a weapon.

The prohibition explicitly includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshot, black jack, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Former Employees Prohibited on Premises

Due to safety concerns, an employee who is no longer employed by AMPS may not enter the workplace or be on School premises at any time, absent a legal reason or permission from the School to do so. Therefore, no employee should hold doors open for former employees, or otherwise admit former employees into the workplace. Further, if an employee sees a former employee on School premises or is contacted by a former employee seeking access to AMPS' premises without a legal reason for doing so, the employee must immediately alert Human Resources, the CEO, or any other member of AMPS' management team.

If an employee who no longer is employed by AMPS would like to visit, that person must first contact the Human Resources Department and request written permission to visit. A visit can be scheduled only if advance written permission is obtained. If written permission is granted, the former employee must, upon arrival to AMPS' premises on the scheduled date/time, report to the reception area, be greeted by the current employee s/he is visiting and be escorted at all times while on School premises.

Searches and Inspections

An investigation into a report or threat of workplace violence may require, with or without notice, an inspection of an employee's work area and/or personal property located in the workplace, including without limitation a vehicle. As a condition of continued employment, all employees are expected to fully cooperate in any lawful inspection required as a result of a report or threat of workplace violence. Failure to cooperate with AMPS' investigation of a

report or threat of workplace violence may result in disciplinary action, up to and including termination of employment.

Enforcement/Complaint Procedure

Any person who violates this policy on School property may be removed from the premises as quickly and safely as possible, at AMPS' discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her supervisor, Human Resources, or the Site Director. Furthermore, employees should notify Human Resources or the Site Director if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, AMPS will inform the reporting individual of the results of the investigation. To the extent feasible, AMPS will maintain the confidentiality of the reporting employee. However, AMPS may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). AMPS will not tolerate retaliation against any employee who in good faith reports workplace violence.

If AMPS determines that workplace violence has occurred, AMPS will take appropriate corrective action and may impose disciplinary action, up to and including termination.

In certain circumstances, AMPS may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

WAGES, ATTENDANCE, TIMEKEEPING AND RELATED PRACTICES

A. *Payment of Wages*

Employees are paid on an established payroll schedule that will be provided by AMPS. If a regular payday falls on a Saturday, Sunday, or holiday, employees will generally be paid on the previous business day and if not, then the following business day. Paychecks are normally available by 12:00 p.m. and must be picked up from your supervisor or designee, unless you have authorized direct payroll deposit. If employees observe an error on their check, employees must report it immediately to Human Resources.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Benefits and Payroll Manager at prsupport@amethodschools.org to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the HR Manager]. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Benefits and Payroll Manager at prsupport@amethodschools.org and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

B. *Overtime Pay*

AMPS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

When operating requirements or other needs cannot be met during regular working hours, nonexempt employees may be required to work overtime. Overtime pay is based on actual

hours worked. All overtime work must be authorized in advance by the Site Director or immediate supervisor. Failure to obtain such approval may subject an employee to discipline, up to and including termination. No overtime compensation will be paid to exempt employees. Failure to work scheduled overtime, or working overtime without prior authorization from management may result in disciplinary action, up to and including termination of employment. The School will never ask an employee to work off the clock. All nonexempt employees are to be paid for all hours worked. If you are asked to work off the clock, or if you are asked by anyone not to record your time working, you must notify Human Resources immediately.

C. *Expense Reimbursement*

Employees will be reimbursed for reasonable business expenses incurred while performing their duties or attending pre-approved workshops or other employment-related functions in accordance with AMPS' policy on expense reimbursements. Please follow the procedure set forth in the Finance and Operations Manual to submit expense requests for approval.

D. *Attendance and Tardiness*

All employees, whether exempt or nonexempt, are expected to arrive at work consistently, on time and prepared to start work. Absenteeism and tardiness negatively affects AMPS' ability to implement its educational program and disrupts consistency in students' learning.

If you are absent or late, you are expected to telephone the Site Director or your direct supervisor as soon as possible but no later than two (2) hours before the start of your workday. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notification—you must personally contact your supervisor or the Site Director in a timely manner. If you are unable to reach your supervisor or the Site Director by phone, you may send an email, but you must attempt to reach the appropriate parties by phone first. If you are required to leave work early, you must also personally contact your supervisor or the Site Director and obtain his or her permission. Employees are not allowed to relay messages to the direct supervisor or the Site Director through co-workers that they will be absent or tardy. If you are absent from work longer than one day, you are expected to keep your supervisor sufficiently informed of your situation and when you will return to work. You must get approval from your direct supervisor for any absence. Under certain circumstances, AMPS may require documentation from a healthcare provider verifying your need to be absent from work due to illness or other medical reasons if such absence lasts three (3) or more consecutive work days. ***The Site Director will arrange for and make the final decision on whether to retain a substitute teacher for the day.***

Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods when appropriate, when required to leave on authorized School business, or when otherwise permitted by AMPS. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Employees also must inform their supervisor of the expected duration of any absence. Excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination from employment with AMPS to the extent authorized by law.

Absences protected by local, state and federal law, including paid sick time, do not count as a violation of the punctuality and attendance policy. Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three (3) consecutively scheduled workdays, AMPS will consider that you have abandoned your employment and have voluntarily resigned.

E. *School Social Activities*

Employees may attend school-sponsored events not required by their job duties on a voluntary basis unless otherwise directed by AMPS. An employee's attendance at such social and recreational activities is completely voluntary and at the employee's own risk and AMPS disclaims any and all liability arising out of the employee's participation in these activities. Because an employee who chooses to attend school events is doing so on a voluntary basis, such participation will not be compensated by AMPS.

F. Timekeeping Requirements

It is AMPS' policy to pay its employees for all time worked. Accordingly, it is every nonexempt employee's responsibility to accurately record time worked, and to examine his or her paycheck and wage statement to ensure that he or she is being properly paid for all work time and that the paycheck and wage statement are accurate. If an employee believes he or she is not being properly paid for all of his or her work, the employee must immediately inform Human Resources.

Federal and state laws require the School to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked using AMPS' timekeeping system. This means they must clock in and out whenever they begin, cease, or resume working during the course of a workday. Employees must clock out and in for their meal periods, but are not required to clock out and in for rest periods. Under no circumstances may one employee clock in or out for another employee. Exempt employees may also be expected to record their total time worked and report absences from work due to personal needs or illness.

Employees are prohibited from doing the following:

- Recording inaccurate hours worked.
- Recording hours worked on behalf of another employee.
- Working "off the clock." This includes, but is not limited to, working before or after a shift without recording that time or conducting School business on personal cell phones after hours. Employees are prohibited from using their personal cell phones to conduct School business.
- Failing to record all hours worked.
- Falsifying any time record.

Violations of this policy may result in disciplinary action, up to and including termination.

G. Work Schedules

Your work schedule depends, first, on AMPS site where you are located. AMPS Schools are generally open for business between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Your supervisor will assign your individual work schedule. All employees are expected to be at their classrooms or workstations at the start of their scheduled shifts, ready to work. For purposes of calculating overtime, the workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday. AMPS' standard workday is 12:01 a.m. to 12:00 a.m. (midnight) each day. AMPS reserves the right to change work schedules and assign employees to special schedules as deemed necessary for effective operations. When a change in work schedule is necessary, every effort will be made to provide reasonable advance notice to the employees. Any request to change work hours must be approved in advance by the employee's supervisor.

H. Rest Breaks and Meal Breaks

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and AMPS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Daily Meal Period and Rest Period Reporting Form. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor and Human Resources on the same workday that he or she experienced the non-compliant meal or rest period. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by AMPS), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

Responsibilities

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or the Human Resources.

Discipline

Failure to comply with AMPS' policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

I. Lactation Breaks

AMPS supports the needs of nursing mothers in the workplace and will comply with applicable law. AMPS encourages employees and management to have a positive, accepting attitude toward working women and breastfeeding. AMPS supports breastfeeding and the expression of breast milk by employees who are breastfeeding when they return to work.

AMPS will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, AMPS shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, AMPS may provide another cooling device suitable for storing milk, such as a School-provided cooler.

To request the above, please contact Human Resources.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

STANDARDS OF CONDUCT

A. *Employee-Student Relations Policy*

Boundaries Defined

For the purposes of this policy, the term “Boundaries” is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries of a student/teacher or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

Unacceptable and Acceptable Behavior

Some activities may seem innocent from an employee’s perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as, misconduct.

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of any kind
- Massage (Note: massages are prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Massages are permitted in special education only as instructed under an IEP or 504 plan.)
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one’s lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from AMPS
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- “Dating” or “going out with” a student
- Making remarks about physical attributes or physiological development of anyone. This includes comments such as “Looking fine!” or “Check out that [body

part].”

- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from School or School activities without parental permission
- Being alone in a room with a student at AMPS with the door closed
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Allowing students in your home without signed parent permission for a preplanned and pre-communicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Excessive attention toward a particular student
- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about School activities and not in accordance with applicable School policies or in violation of AMPS’ Social Media Policy
- Being “friends” with a student on any personal or non-School social media website
- Communicating with students or parents/guardians in violation of AMPS’ Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on School social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee’s employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Obtaining parents’ written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (School and parental) to take students off School property for activities such as field trips or competitions
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to School activities or classes, and communication should be initiated via School-based technology and equipment
- Keeping the door open when alone with a student
- Keeping reasonable space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Human Resources or the CEO) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Human Resources or the CEO about situations that have the potential to become more severe
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours

- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of AMPS

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Reporting Violations

When an employee becomes aware of another employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to Human Resources or the Chief Academic Officer. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and AMPS as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse & Neglect Reporting

California Penal Code section 11166 requires any mandated reporter (including teachers, instructional aides and "classified" employees of a public school) who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected instance of child abuse or neglect to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to, report such incidents to Human Resources and the CEO. Reporting such incidents to Human Resources and the CEO does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact Human Resources.

"Child" is defined as a person under the age of 18 years. The term "child abuse or neglect" includes sexual abuse; neglect defined as the negligent treatment or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare including both acts and omissions on the part of the responsible person; willful cruelty or unjustifiable pain or suffering; unlawful corporal punishment or injury; and abuse or neglect in out-of-home care. Child abuse or neglect does not include a mutual affray between minors or an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

Employees shall not contact the child's family or any other persons to determine or investigate the cause of the suspected abuse or neglect.

AMPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired

during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

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

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

Investigating

AMPS will investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, AMPS shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, AMPS shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

Violations

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

B. Confidential Information

All information relating to students, including personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

It is important to AMPS to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, parent and student lists, lesson plans, techniques and concepts, marketing plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential. AMPS devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of AMPS you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by AMPS. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than as authorized for the sole benefit of AMPS, either during the term of your employment or at any other time thereafter. Confidential information shall not be disclosed except through normal channels and with prior authorization. Any and all trade secrets or confidential information shall be returned to AMPS during extended leaves of absence or upon termination of employment.

AMPS prohibits audio or video recordings in the workplace, during working hours, without authorization of AMPS due to privacy and confidentiality concerns and protections.

Failure to maintain confidentiality consistent with this policy may result in disciplinary action, up to and including termination.

C. Rules of Conduct

The following conduct is prohibited and will not be tolerated by AMPS. This list of prohibited conduct is illustrative only and applies to all employees of AMPS; other types of conduct that threaten security, student safety, personal safety, employee welfare and AMPS' operations are also prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of AMPS. If an employee is working under a contract with AMPS which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

This list of prohibited conduct is illustrative only and not meant to be exhaustive:

- *Insubordination* - refusing to perform a task or duty assigned or act in accordance with instructions and / or policies provided by an employee's supervisor, AMPS' policies, or proper authority.
- *Inefficiency* - including deliberate restriction of output, carelessness or unnecessary waste of time or material, neglect of job, duties or responsibilities.
- *Unauthorized soliciting*: collecting of contributions, distribution of literature, or written or printed material that is not directly related to AMPS is strictly prohibited in work areas during work times (see Solicitation and Distribution Policy, below) by both non- employees and by employees. However, nothing in this provision is intended to limit the rights of employees to organize, or otherwise engage in conduct expressly permitted under the National Labor Relations Act.
- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of AMPS property.
- Fighting or instigating a fight on AMPS premises.
- Violations of the drug and alcohol policy.
- Using or possessing firearms, weapons or explosives of any kind on AMPS premises.
- Gambling on AMPS premises.
- Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, applications for employment, payroll information, timesheets, and time cards.
- Recording the timesheets of another employee or permitting or arranging for another employee to record your timesheet.
- Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
- Excessive absenteeism or tardiness excused or unexcused except to the extent permitted by law.
- Posting any notices on AMPS premises without prior written approval of management, unless posting is on an AMPS bulletin board designated for such employee postings.
- Engaging in sabotage or espionage (industrial or otherwise)
- Violations of the discrimination, harassment and retaliation prevention policy.
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
- Sleeping during work hours.
- Release of confidential information without authorization.
- Refusal to speak to supervisors or other employees.
- Unauthorized use of cameras or other recording devices on School premises.

- Intentionally supplying false information in order to obtain a leave of absence or other benefits from AMPS.
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unsatisfactory work performance.
- Unprofessional conduct.
- Failure to possess or maintain the credential/certificate required of the position.
- Dishonesty.
- Any other conduct detrimental to other employees or the School's interests or its efficient operations.

This statement of prohibited conduct does not alter AMPS' policy of at-will employment. AMPS and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

D. Employment References

All requests for references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release references for current or former employees. AMPS' policy as to references for employees who have left AMPS is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, AMPS will also provide a prospective employer with the information on the amount of salary or wage you last earned.

OPERATIONAL CONSIDERATIONS

A. Computer Usage and Privacy

Every user who is provided access to AMPS' Communications Systems is responsible for using the Communications Systems in accordance with this policy, and agrees to be bound by this policy by using AMPS' Communications Systems. Any questions about this policy should be addressed to Human Resources.

Definitions

AMPS' electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

Ownership and Conditions of Use

The Communications Systems is the property of AMPS. It has been provided by AMPS for the sole purpose of conducting School-related business as well as other business that is approved by the CEO of AMPS. All communications and information transmitted by, received from, or stored in these systems are School records and the property of AMPS.

Electronic communications are a means of business communication. AMPS requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of AMPS' Communications Systems and the users thereof against unauthorized or improper use of these systems, AMPS reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of the CEO or his or her designee. AMPS also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of the CEO or his or her designee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Confidentiality and Privileges

Information stored on the Communications Systems is intended to be kept confidential within AMPS. AMPS has taken all reasonable steps to assure confidentiality and security of information related to AMPS's operations. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside AMPS, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

Prohibited Use

Users are prohibited from using the Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

- Users of the Communications Systems are strictly prohibited from using the

Communications Systems to deliver a message that is harassing or offensive on the basis of any characteristic protected by law as set forth in AMPS' policies against discrimination, harassment, and retaliation. Those policies apply to all aspects of employment, including the use of the Communications Systems.

- Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.
- Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the CEO of AMPS.
- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from AMPS.
- Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Board or CEO or his/her/its designee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

Access and Disclosure

The Communications Systems is provided solely for the purpose of conducting AMPS business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt School business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.

AMPS, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right for legitimate business reasons, upon authorization of the Board or CEO or his/her/its designee, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although AMPS entrusts employees with the use of voice mail, e-mail, computer files, software, or similar School property, employees should keep in mind that these items have been installed and maintained at great expense to AMPS and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. Employees are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, employees should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. AMPS is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

Employees should be advised to use voice mail and e-mail as cautiously as employees would use any more permanent communication medium such as a memorandum or letter. Employees should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after "deletion."
- May be accessed by authorized service personnel.
- May be examined by management without notice for business purposes.

There will be times when AMPS, in order to conduct business, will utilize its ability to access an employee's e-mail, voice mail, computer files, software, or other School property. AMPS also may inspect the contents of an employee's voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when AMPS suspects that School property is being used in an unauthorized manner.

AMPS reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

Retention in the Event of Litigation, Subpoena, or Regulatory Inquiry

In the event of any subpoena, regulatory inquiry, or litigation, employees are prohibited from deleting, discarding, or destroying any emails or other Communications Systems relating in any way to the subpoena, regulatory inquiry, or litigation. Employees will be notified if this occurs.

Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of AMPS' Communications Systems should immediately contact Human Resources or the CEO of AMPS. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

Policy May Be Amended at Any Time

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. AMPS reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

B. Social Media Policy

In light of the explosive growth and popularity of social media technology in today's society, AMPS has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to AMPS; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with AMPS; or (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites.

For the purposes of this policy, the phrase “social media” refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Instagram, Twitter, Pinterest, LinkedIn, TikTok, and YouTube, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums.

This policy is intended to supplement, not replace, AMPS’ other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all School policies whenever your social media activities may involve or implicate AMPS in any way, including, but not limited to, the policies contained in this Handbook.

Standards of Conduct

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of AMPS’ trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with AMPS.
- Do not post confidential information (as defined in this Handbook) about AMPS, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with AMPS’ background check procedures. Do not “research” job candidates on the Internet or social media websites without prior approval from Human Resources.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of AMPS. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers,

suppliers, or other people who work on behalf of AMPS, or that might constitute harassment or bullying.

- Do not post any information or rumors that you know to be false about AMPS, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of AMPS, or competitors.
- Express only your personal opinions. Never represent yourself as a spokesperson for AMPS unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with AMPS, make it clear that you are not speaking on behalf of AMPS and that your views do not represent those of AMPS, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of AMPS. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of AMPS."
- Never be false or misleading with respect to your professional credentials.

Creating and Using School Social Media

Employees are only permitted to communicate and connect with students and students' parents or guardians regarding School-related matters on social media that is owned and operated by AMPS. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

The COO and IT Department, in addition to Human Resources and members of AMPS' administration, are responsible for approving requests for School social media, monitoring School social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). AMPS has final approval over all content posted to School accounts and reserves the right to close School social media accounts at any time, with or without notice.

To set up social media that is owned and operated by AMPS in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media from the COO.
- Contact the COO to set up the social media. Provide the COO with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the COO and the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

Access

Employees are reminded that AMPS' various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of AMPS. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, AMPS may, and does, monitor its employees' use of these electronic

communication systems, including for social media activities, from time to time. AMPS may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with AMPS has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to AMPS' various electronic communications systems.

Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

Retaliation Is Prohibited

AMPS prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Questions

In the event you have any questions about whether a particular social media activity may involve or implicate AMPS, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and AMPS recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization *before* engaging in social media activities that may implicate this policy.

C. *Personal Business*

AMPS facilities for handling mail and telephone calls are designed to accommodate School business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Personal calls that would result in additional fees to AMPS are not permitted. **Do not use School material, time or equipment for personal projects.**

D. *News Media Contacts*

Employees occasionally may be approached for interviews or comments by the news media. Only employees designated by the CEO, who is the identified principal point of contact, may comment to news reporters on behalf of AMPS.

E. *Notice Posting*

AMPS notices and notices required by law will be regularly posted on our bulletin board(s) or designated area(s). Employees should make it a practice to review them frequently so that they can keep current regarding news about AMPS. Employees may not post or remove items on the bulletin board(s) or designated area(s) without approval by their supervisor. The same restrictions apply to bulletin boards located in employee break areas. Employees who wish to post on the bulletin board should obtain approval from their supervisor.

F. *Conflict of Interest*

While employed by AMPS, all employees owe a duty of loyalty to AMPS and must avoid situations involving an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of AMPS' business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or

potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

An employee involved in any relationships or situations which may constitute a conflict of interest must immediately and fully disclose the relevant circumstances to his or her immediate supervisor, Human Resources or the CEO or designee, who will determine whether a potential or actual conflict exists. If an actual or potential conflict is determined to exist, AMPS may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts of an actual or potential conflict of interest will constitute grounds for disciplinary action.

Notwithstanding this policy, if an employee is a “designated employee” under the AMPS’ Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy.

Personal and Familial Relationships With Co-Workers

Relatives of employees may be eligible for employment with AMPS only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in a supervisory relationship with one another or in job positions involving conflicts of interest.

Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a School with which AMPS does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving AMPS. The receipt of occasional flowers, candy, or gifts worth less than \$100.00 from parents, students, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from the CEO before accepting any item worth more than \$100.00 from students, parents, or vendors. Under no circumstances shall a School employee accept monetary gifts consisting of, but not limited to, gift certificates, coupons, entertainment tickets, etc.

Gifts that an employee may receive from donors or donor websites i.e. (Donors Choose, etc.) for use by AMPS, its students or at a specific AMPS school site will be considered property of the School. Such donations will remain with the School to continue to benefit the intended student population.

Outside Activities

AMPS recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to AMPS’ business. However, employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School’s legitimate business interests or the employee’s ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee’s work schedule, duties, and responsibilities at our School.

- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. AMPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Employees also may not use AMPS' name, logo, supplies, equipment, or other property in connection with any outside activities.

G. *Cameras and Video Surveillance*

For purposes of workplace safety and security and to prevent theft and other misconduct AMPS has installed video surveillance cameras in and around work areas.

If there is any reported incident of theft, trespass, workplace violence, employee misconduct or any type of safety violation (hereafter collectively referred to as "security incidents"), AMPS will utilize its surveillance equipment as an investigatory tool. AMPS will also make use of its surveillance equipment to deter any future security incidents.

AMPS also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against equipment failure, breakage, or accident) or confidentiality reasons (to protect documents or other proprietary information).

Although the video surveillance described in this policy is intended to monitor for security incidents and other safety reasons at AMPS, it is possible that such surveillance may monitor activities not related to AMPS' business.

AMPS respects the privacy of its employees. Accordingly, no video cameras will be installed in AMPS' restrooms or in any lactation or changing areas.

The surveillance video cameras and any video footage from the surveillance are to be used solely for the purposes of this video surveillance policy. Any unauthorized use of these video cameras and/or videotapes is strictly forbidden and may result in discipline, up to and including termination of employment.

H. *Employer Property*

Lockers, computers, desks, bookshelves, and other employer-owned property are AMPS property and must be maintained according to AMPS rules and regulations. They must be kept clean and are to be used only for work-related purposes. AMPS reserves the right to

inspect all AMPS property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any School property may be removed from the premises. Materials developed by an employee for purposes of his or her employment with AMPS are considered School property. All School property must be immediately returned upon termination of the employment relationship.

Employees are prohibited from deliberately performing acts that waste any of the resources of AMPS or unfairly monopolize any of the resources to the exclusion of others. These acts include, but are not limited to, using the e-mail system for other than business-related communications, sending multiple pictures using the e-mail system (unless specifically authorized to do so and business-related), sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in on-line chat groups, printing multiple copies of large documents, wasting paper frivolously, undertaking excessively large OCR scanning projects, or otherwise creating unnecessary network traffic.

I. Employee Property

For security reasons, employees should not leave personal belongings of value in the workplace (i.e. desks, bookshelves, counter, etc.). Terminated employees must remove as many personal items as time permits at the time they leave AMPS. Personal items left in the workplace are subject to storage, and eventually disposal if not claimed at the time of an employee's termination.

J. Dress Code and Other Personal Standards

AMPS employees and volunteers serve as role models for the students and as representatives of AMPS. Consistent with these roles, all employees and volunteers shall dress professionally and appropriately relative to their specific job duties and responsibilities and shall adhere to standards of dress and appearance that are compatible with an effective learning environment. Wearing clothing which is sexually provocative or unduly revealing, which contains profane, vulgar, offensive or obscene statements or images, or which may disrupt the orderly operation of AMPS is prohibited.

Administrators and administrative support employees are expected to project a professional image and should dress appropriately for an office/business environment. Teachers and staff serve as role models, and they should maintain professional standards of dress and grooming. Physical education teachers, coaches and athletic volunteers should wear the appropriate athletic attire necessary to meet the requirements of their job responsibilities and a sweat or warm-up suit when not actively teaching physical education classes or coaching. Site Directors and the CEO may also amend these dress standards from time to time.

Specific examples of attire, or lack of attire, considered inappropriate and prohibited under this policy include but are not limited to:

- Excessively tight clothing;
- Clothing which promotes alcoholic beverages, tobacco, or the use of controlled substances by words or symbols;
- Tube tops;
- Plain white or tank top T-shirts;
- Clothing with slurs, political statements, slogans, etc., other than AMPS' logo and or School motto;
- Shorts or skirts that end more than 2 inches above the knee;
- Exposed body areas usually concealed by clothing such as torso, chest, back, stomach, etc.;
- Bright colored hair dye (unless as excused for school spirit functions or discussed with Site leaders);

- Clothing which contains profanity, nudity, depicts violence, or is sexual in nature by words or symbols;
- Open toed shoes, sandals, or flip flops;
- Tank tops or spaghetti strap tops;
- Undergarments worn as an outer garment or any see-through clothing that reveals an undergarment;
- Hats, visors, sunglasses, sweatbands, and bandanas (may be worn outside but must be removed when inside the workplace);
- Jeans (except as described in Friday Business Casual Dress Policy below).

AMPS does not discriminate against employees on the basis of race, which includes traits historically associated with race, including hair texture and protective hairstyles such as braids, locks and twists. Reasonable accommodations shall be made where appropriate and as approved in writing by the supervisor for those employees or volunteers who, because of a sincerely held religious belief, cultural heritage, or medical reason, request a waiver of a particular part of this policy. Accommodations due to a disability or for religious grooming or dress will be made unless such accommodation poses an undue hardship.

Piercings and Tattoos

Body piercings (e.g., jewelry affixed to the nose, tongue, cheek, lip, or eyebrow), other than appropriate earrings are prohibited. Tattoos should not be exposed and should be covered as best as possible.

Friday Business Casual Dress Policy

The normal dress code will be relaxed on Fridays to provide a more comfortable clothing standard and foster school/collegiate spirit. Fridays throughout the year will be designated as Business Casual Dress Day. It is the intent that each employee may choose to wear less formal attire as long as clothing is in good taste and will not negatively affect the Site's image. Casual dress is outlined as follows:

- Casual shirts: AMPS or site branded polo shirts. All shirts with collars, business casual crewneck or V-neck shirts, blouses, golf and polo shirts in school colors. College-branded shirts are acceptable. Examples of inappropriate shirts include; shirts with inappropriate slogans, tank tops, muscle shirts, camouflage and crop tops. In specified circumstances, T-shirts may be approved and provided for specific events only.
- Pants: Casual slacks and trousers and jeans without holes, frays, etc. Examples of inappropriate pants include shorts (except for walking-length shorts), camouflage and pants worn below the waist or hip line.
- Footwear: Casual slip-on or tie shoes, dress sandals with heel straps and athletic shoes if approved by the department. Examples of inappropriate footwear include floppy sandals, flip-flops and construction or hunting boots.

K. Parking

Employees may park their vehicles in any AMPS marked space, if space permits. If space is unavailable, employees must park in permissible public areas on the streets in the vicinity of AMPS property. AMPS is not responsible for any loss or damage to employee vehicles or contents while parked on or off of AMPS property.

L. Solicitation and Distribution of Literature

In order to maintain and promote efficient operations, discipline, and security, AMPS maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply

with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and rest breaks.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed.
3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed, unless they are approved by their supervisor to do so. Work area does not include School parking lots, break rooms, gates, or other similar outside areas unless an employee is assigned to work in such areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.
5. Non-employees must sign in at the front office before entering School property.

Violations of this policy may result in disciplinary action, up to and including termination.

M. Health and Safety Policy

AMPS is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with AMPS' Safety Manual and to follow safe and healthy work practices at all times.

Employees are required to report immediately to AMPS' Site Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

N. Communicable Diseases

Introduction

Employees must stay away from the office if they have symptoms of or have been diagnosed with a communicable illness in order to reduce the possibility that it will spread to others.

AMPS does not discriminate against any job applicant or employee based on the individual having a communicable illness or being associated with someone who does. AMPS will not retaliate against an applicant or employee for providing this information to AMPS.

General Guidelines

Decisions involving persons who have or may have a communicable illness shall be based on current and well-informed medical judgments concerning the disease, as well as the following factors:

1. Whether the individual has been diagnosed with the illness;
2. Whether the individual has been exposed to an individual with the illness;
3. Whether the individual has symptoms that are similar to those associated with the illness;
4. Whether the individual has been exposed to an individual who has symptoms that are similar to those associated with the illness;
5. Whether the individual has traveled to locations or been exposed to others who have traveled to locations where there is a high population of individuals with the illness;
6. The risks of transmitting the illness to others;
7. The symptoms and any other special circumstances of each individual who has or may have the illness;
8. Any factor used by a government agency, including but not limited to, the United States Center for Disease Control (CDC), for the purpose of maintaining the safety and security of our citizens.

Other factors could be considered as well.

Managers and supervisors are responsible for:

- Consulting with Human Resources for guidance regarding employees who report symptoms and/or diagnosis of a communicable disease.
- Preventing discrimination against any job applicant or employee based on the individual having a communicable disease.
- Maintaining the privacy of all information about an employee's medical condition with anyone other than Human Resources or any government agency that requires reporting.

Communicable Illness Defined

A communicable illness is a serious illness or disease that can be directly or indirectly transferred from an infected individual to another person, including, but not limited to measles, mumps, chickenpox, coronavirus, influenza (certain types including H1N1), viral Hepatitis-A (infectious Hepatitis), viral Hepatitis-B (serum Hepatitis), leprosy, SARS (Severe Acute Respiratory Syndrome), TB (Tuberculosis - infectious), plague, yellow fever, viral hemorrhagic fevers, meningitis, and encephalitis. The definition of communicable illness may be revised in accordance with information received from the CDC or other public health officials.

Reporting Procedure

To help keep all employees safe, employees must follow these procedures. Employees must inform Human Resources if you are: (a) diagnosed with a communicable illness; or (b) if you believe you may have been exposed to a person so diagnosed; (c) if you have recently visited a location in which there has been a high population of individuals diagnosed with an illness; (d) you do not feel well or are exhibiting any symptoms associated with the illness in question. This information will be kept confidential to the extent reasonably possible. AMPS will not reveal any information other than as required to meet business necessities.

Work Restrictions

For safety and security purposes, as well as to comply with all applicable law, AMPS reserves the right to request that any individual who has or may have a communicable illness, or who has had contact with anyone who has or may have a communicable illness, not enter the workplace or attend any work-related function outside the premises.

Certain employees who can complete job duties remotely may have the option to work from home, subject to the discretion and prior approval of AMPS. Additionally, leaves of absence, use of vacation or other arrangements may be an option. Depending on the circumstances, AMPS may offer other options.

Duty to Maintain Privacy

AMPS will administer this policy in accordance with applicable laws and regulations, including but not limited to the Americans with Disabilities Act and its amendments, the Genetic Information Non-Discrimination Act, the Health Insurance Portability and Accountability Act of 1996, the Occupational Safety and Health Act, other related federal law, and state law related to the same or similar issues, including but not limited to mandatory paid sick and safe time laws. AMPS will treat any medical information obtained under this policy as confidential to the extent possible in accordance with applicable law. In the event any provision of this policy conflicts with applicable federal, state or local law, AMPS will follow the law. AMPS will strive to maintain any information about an employee's medical condition, or that of a family member, in the strictest of confidence and to see that this information is shared only on a "need to know" basis.

O. Drug and Alcohol Abuse Policy

It is the intent of AMPS to promote a safe, healthy, and productive work environment for all employees. We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join us in achieving our goal of a safe and productive drug-free workplace.

For purposes of this policy, "drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana and marijuana vaping or other recreational marijuana use), prescription drugs that impair the employee's ability to perform their job duties safely and effectively, as well as prescription drugs if they are not prescribed for the person using them and/or not being used as prescribed. While the use of marijuana has been legalized under California law for medicinal and recreational uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by AMPS. "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

AMPS complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of drugs, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), drugs, or drug paraphernalia in a locker,

desk, automobile, or other repository on AMPS' premises;

- Refusing to submit to an inspection or testing when requested by AMPS;
- Being under the influence of drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on AMPS' premises and/or attending a School function or event;
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to keep all prescribed medicine in its original container.

In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by AMPS where alcohol is served or while entertaining actual or prospective donors to AMPS. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing AMPS.

Searches

AMPS may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This may include desks, storage areas and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Testing

AMPS may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom AMPS reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a violation of this policy. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. AMPS shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

Violations

Any violations of this policy may result in disciplinary action, up to and including termination, at AMPS' sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, School may report such illegal drug activities to an appropriate law enforcement agency.

P. Smoking

AMPS sites are all non-smoking facilities. Smoking is prohibited on AMPS property and campuses.

Q. Security Protocols

The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. To help maintain a secure workplace, be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Site Director or your supervisor immediately.

Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your work station that may be accessible. You should immediately notify Human Resources when keys are missing or if security access codes or passes have been breached.

R. Safety and Incident Reporting

AMPS is committed to providing a safe working environment and preventing accidents. The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt about how to perform a job or task safely, he or she should request assistance. All employees must report unsafe conditions to management immediately and remedy them to the extent possible. Employees must also report fires or other emergencies by calling 911. Employee must immediately, or as soon as is practical, report any accident or injury occurring during work or on School premises to management, to allow AMPS to appropriately respond.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. AMPS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School's Safety Manual or safety and health rules, practices and procedures could result in disciplinary action up to and including termination.

S. Driving on AMPS Business

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid driver's license and proof of effective auto liability insurance coverage. Employees whose job duties include driving must follow all traffic laws at all times and practice safe driving.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must

refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe- manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by AMPS or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability. Any employee who has an accident while driving on AMPS business must report that accident immediately to his or her supervisor.

AMPS will reimburse employees using a personal vehicle for mileage when on AMPS business at the IRS mileage rate. Employees are required to keep a record of the number of miles driven to perform their job duties.

EMPLOYEE LEAVES AND BENEFITS

A. *Holidays*

AMPS calendar reflects any and all holidays observed by AMPS. School classes are not in session on holidays observed by AMPS. When a holiday falls on a workday, that workday is the holiday. When a holiday falls on a Saturday, the preceding Friday is treated as the holiday. When a holiday falls on a Sunday, the subsequent Monday is treated as the holiday.

The following days are observed as paid holidays by AMPS:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Lunar New Year
4. President's Day
5. Friday of Spring Break Week
6. Genocide Day
7. Memorial Day
8. Juneteenth
9. Independence Day
10. Labor Day
11. Indigenous Peoples' Day
12. Veteran's Day
13. Thanksgiving Day
14. Friday after Thanksgiving
15. Christmas Eve
16. Christmas Day
17. New Year's Eve

To be eligible for holiday pay, an employee must either be a non-exempt employee who works on average at least thirty (30) hours per workweek, and who would normally be scheduled to work on the day on which the holiday falls. Holiday pay will be based on each employee's work schedule; in other words, an employee who normally works 4 hours per day will receive 4 hours of holiday pay, and an employee who works 8 hours per day will receive 8 hours of holiday pay. Holiday hours do not count as hours worked for purposes of calculating overtime.

B. *Vacation Policy*

Teachers, Paraprofessionals, Teacher Assistants, College Advisors, Schools Counselors, ASES Coordinators and other certificated staff do not accrue vacation days. All other regular full-time employees (as defined in this Handbook) begin to earn and accrue vacation starting on the first day of employment at a rate of 6.67 hours per month up to 80 hours of vacation time per year. Vacation time can accrue up to a maximum cap of 1.5 times the annual accrual maximum, which is 120 hours of vacation time. Once the 120 hour cap is reached, employees will cease to accrue further vacation time until the employee's accrued vacation time falls below that cap. When vacation time falls below the cap of 120 hours, then vacation will begin to accrue again. Vacation accrues on an as-worked basis. Vacation will not accrue during any unpaid leave of absence, inactive time, unpaid time, or non-working time or during any period when the employee's vacation time was at the maximum cap.

All employees must have supervisory approval before taking vacation, by submitting a form available from Human Resources to their direct supervisor at least two weeks prior to the date(s) requested. Failure to submit this request with at least two weeks in advance may result in denial of the request. Vacations shall be scheduled in such a way as to provide

adequate coverage of job responsibilities and staffing requirements. Although AMPS will attempt to accommodate vacation request to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and AMPS reserves the right to deny a vacation request based on operational needs of AMPS. AMPS reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

Employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, AMPS reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law.

C. *Paid Sick Leave*

Paid sick leave is available to all School employees who work for the School for more than thirty (30) days within a year and who work at least two (2) hours within a year within the City of Oakland. At the beginning of each fiscal year, all AMPS employees will be granted 10 days of Paid Sick Leave for use during that fiscal year. Mid-year hires will receive a prorated allowance of Paid Sick Leave based on their start date, rounded to the nearest whole day. Accrued sick leave carries over from year to year. Sick leave is subject to an accrual cap of 160 hours. Once this cap is reached, no further sick leave will accrue until some is used. When sick leave is used, sick leave will begin to accrue again. There is no retroactive grant of sick leave for the period of time the accrued sick leave was at the cap.

AMPS will not compensate an employee for unused paid sick days upon termination, resignation, retirement, or other separation from employment. However, if an employee separates from AMPS and is rehired by AMPS within one year from the date of separation, any previously accrued and unused paid sick leave shall be reinstated. The employee shall be entitled to use that previously accrued and unused paid sick leave and to accrue additional paid sick leave upon rehiring, subject to this policy.

Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., the employee's child; parent; legal guardian or ward; sibling; grandparent; grandchild; and spouse, registered domestic partner under any state or local law, or designated person (i.e., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. There is a window of ten (10) work days for the employee to make this designation. Thereafter, the opportunity to make such a designation, including the opportunity to change such a designation previously made, shall be extended to the employee on an annual basis, with a window of ten (10) work days for the employee to make the designation. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

The employee may use all or any percentage of his or her paid sick leave to aid or care for the aforementioned persons. The aforementioned family members include not only biological relationships but also relationships resulting from adoption; step-relationships; and foster care relationships. "Child" as used herein includes a child of a domestic partner and a child of a person standing in loco parentis.

If the employee has no spouse or registered domestic partner, the employee may designate

one person as to whom the employee may use paid sick leave to aid or care for that person in lieu of a spouse or registered domestic partner. AMPS will give employee the opportunity to make such designation as is required by applicable sick leave laws.

AMPS will not require, as a condition of an employee's taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave. Employees who wish to use paid sick leave can do so upon a verbal or written request. When possible, employees must give reasonable advance notification of an absence from work for which paid sick leave will be used. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. When an employee is out due to illness for three (3) or more workdays, a doctor's note certifying the need for the absence and the employee's fitness to return to duty may be required. Employees out on sick leave for more than five (5) consecutive work days will be required to discuss leave of absence options with Human Resources.

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

AMPS will not retaliate or discriminate against an employee for using accrued sick leave, attempting to exercise the right to use accrued sick leave, or cooperating in an investigation of an alleged violation of this policy.

D. Unpaid Leave of Absence (Medical)

On occasion, an employee may need a medical leave of absence that extends beyond limits under any state or federal mandatory leave law. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws and in accordance with this policy. In these situations, a medical leave of absence may be granted for disabilities based upon a health care provider's written certification of a qualifying disability, unless such leave would cause an undue hardship. Such disability leaves will be considered on a case-by-case basis, consistent with the School's obligations under federal and state disability laws. Employees should request any leave in writing as far in advance as possible. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, AMPS does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

A medical leave begins on the first day your doctor certifies that you are unable to work. AMPS will require medical documentation from your healthcare provider showing the date you became disabled and the anticipated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

Upon return from medical leave, you will be offered the same position you held at the time your leave began, if available and/or as required by law. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. AMPS will comply with any reinstatement obligations under state or

federal law.

Disability leaves under this section are unpaid. Employees on leave due to a medical condition or disability may be eligible to receive state disability compensation through State Disability Insurance (SDI) or Paid Family Leave (PFL). In both instances, employees must directly contact the California Employment Development Department (EDD).

E. Discretionary Unpaid Leave of Absence (Non-Medical)

AMPS may grant a discretionary leave of absence to employees in certain unusual circumstances when requested by the employee. There is no guaranteed right to take a discretionary unpaid leave of absence and if such a leave is granted, there is not guaranteed right to reinstatement.

It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor and Human Resources, AMPS will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, PSL, or holiday benefits while they are on unpaid discretionary leaves of absence.

Employees will be required to use any accrued vacation before taking an unpaid discretionary leave of absence. Unless otherwise required by law, AMPS does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

F. Family and Medical Leave Act (FMLA)

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

- **Employee Eligibility Criteria**

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

- **Events That May Entitle an Employee To FMLA/CFRA Leave**

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.

2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
 3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.
 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
 5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 3. The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA/CFRA Leave
 1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
 2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
 3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
 4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.
 - Health Benefits

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

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

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

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

- Seniority

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

- Medical Certifications

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

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Director of HR hrsupport@amethodschools.org. An employee asking for a Request for Leave

form will be given a copy of the School's then-current FMLA/CFRA leave policy.

2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
 2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

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

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

G. *Pregnancy Disability Leave*

Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

For purposes of this policy, you are disabled when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a healthcare provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, postpartum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. You are affected by pregnancy if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation.

AMPS will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- She requests a transfer or other accommodation; and
- The request is based upon the certification of her health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

As part of this accommodation process, no additional position will be created and AMPS will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, you must:

- Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and

- Provide a signed medical certification from your healthcare provider that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation.
- AMPS may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

Duration

AMPS will provide you with a Pregnancy Disability Leave of Absence for the duration of your pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by your healthcare provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

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

Reinstatement

If you and AMPS have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify AMPS that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two (2) business days, where feasible, after you notify AMPS of your readiness to return.

Before you will be allowed to return to work in your regular job following a leave of absence or transfer, you must provide Human Resources with a certification from your healthcare provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. Any time you are not allowed to work due to not having provided the required release will be unpaid.

You will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, AMPS will provide you with a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, you would have been laid off regardless of the leave, or you would not have been offered a comparable position, then the employee will not be entitled to reinstatement.

When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above). If the employee can return with limitations, the School will

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

Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless you are taking additional leave provided by law or AMPS policy or AMPS has otherwise approved you to take additional time off.

Pay During Leave and Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence as regulations allow. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting vacation or sick leave for unpaid leave.

Employees should apply for California State Disability insurance ("SDI") benefits. SDI forms are available from AMPS or your healthcare provider. Any SDI for which you are eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that you do not receive more than 100% of your regular pay.

Health Benefits

AMPS will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If you take additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, AMPS will continue your health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: You take 17.33 workweeks off due to a pregnancy disability. Assuming you are eligible for FMLA and CFRA leave, your Pregnancy Disability Leave will also be concurrently covered by FMLA and your group health insurance coverage would continue for the entire 17.33 workweek period. If, after your pregnancy disability leave and FMLA Leave, has been completed, you wish to take 12 additional weeks off from work to bond with a new baby under CFRA, the School will continue your health insurance benefits for the 12 workweek period.

AMPS may recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - a. The employee is taking a leave of absence under the CFRA.
 - b. There is a continuation, reoccurrence, or onset of a health condition that entitles the employee to pregnancy disability leave.
 - c. There is a non-pregnancy related medical condition requiring further leave.
 - d. Any other circumstances beyond the control of the employee.

Seniority

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

H. Military and Military Spousal Leave of Absence

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA. Further, if you are a spouse or registered domestic partner of a member of the military, you may be entitled to an unpaid leave during a period of military conflict. For information on military leave, contact Human Resources.

Eligibility for Military Leave

AMPS provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services include the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

Service consists of the performance of any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty and absence from work for an examination to determine fitness for such duty. Total military leave time may not exceed five years during employment, except in special circumstances.

Notice of Military Leave

When an employee receives orders for any active military duty (including any call to active duty), the employee must advise his or her manager or Human Resources immediately of the pending absence, unless military necessity requires otherwise or if providing notification would be impossible or unreasonable. In such an event, the employee must advise his/her/their manager or Human Resources of the need for military leave as soon as possible after becoming aware of the need for the leave.

Accrued vacation time will be paid during military leave at your request. Employees on military leave may elect to continue their health plan coverage at their own expense for up to 24 months or during the period of service, whichever is shorter.

Reinstatement from Military Leave

Except for employees serving in the National Guard, AMPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within the timelines noted below, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

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

Employees who are absent from work 30 days or less or who are absent to take a fitness exam must report to work at the beginning of the first regularly scheduled work day falling 8 hours or more after the employee returns home. If the employee serves 31 to 180 days, he or she must apply for reemployment within 14 days after completing service. If the employee has served 181 days or more, he or she must apply for reemployment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Temporary employees may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be reemployed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, AMPS will provide training to assist the employee in the transition back to the workforce.

An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began. Upon reinstatement, the employee will accrue vacation benefits at the rate he or she would have attained if no military leave had been taken. USERRA supersedes state laws that limit or condition its rights or benefits; however, it does not displace state laws that provide greater rights. Please contact Human Resources for further details.

Employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veteran's Code. Among other things, the Code prohibits discrimination against members of the military or naval services of the state or the United States, and grants members of the National Guard or U.S. Reserve a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, and special exercises or like activities. This leave is not to exceed 17 calendar days annually.

Family Military Leave California

Employees who work more than twenty (20) hours per week and who are the spouses/registered domestic partners of certain military personnel may receive up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a "qualified leave period" means the period during which the individual is on leave from deployment during a period of military conflict. An employee is eligible for leave under this policy if he or she:

- Is the spouse/ registered domestic partner of a person who: (a) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or (b) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
- Provides notice of his or her intention to take leave within two business days of receiving notice that his or her spouse will be on leave from deployment; and
- Submits written documentation certifying that their spouse will be on leave from deployment during the time the leave is requested.
- Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.
- Leave taken under this policy will not affect an employee's right to any other benefits. AMPS will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy. For more information, please contact your supervisor or the Human Resources Department.

I. Jury Duty/Witness Duty

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either AMPS or the employee may request an excuse from jury/witness duty if, in AMPS' judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with AMPS, AMPS will provide time off with pay.

J. Time-Off for Voting

AMPS encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then AMPS will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two (2) working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballot from work.

K. Emergency Duty/Training Leave

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

L. Suspended Pupil/Child Leave

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present AMPS' letter, which requests the employee's appearance at AMPS, to his or her supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

M. Leave for Victims of Crime and Abuse

AMPS will not discharge or in any manner discriminate or retaliate against an employee who is a victim of crime or abuse. For purposes of this policy, "victim of crime or abuse" refers to (A) a victim of stalking, domestic violence, or sexual assault; (B) a victim of a crime (regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime) that caused physical injury or that caused mental injury and a threat of physical injury; and (C) a person whose immediate family member is deceased as the direct result of a crime.

The School will permit a victim of crime or abuse to take time off from work to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or his or her child. Additionally, the School will permit a victim of crime or abuse to take time off work for the following purposes:

- (1) To seek medical attention for injuries related to the crime or abuse.
- (2) To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- (3) To obtain psychological counseling or mental health services related to an experience of crime or abuse.
- (4) To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

In order to take time off, the employee must provide reasonable advance notice unless doing so is not feasible. When an unscheduled absence occurs, the School will not take any action against the employee if the employee provides proof explaining the reason for his or her absence within a reasonable time.

Additionally, employees who have been victims of serious or violent felonies, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime.

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual

assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees may choose to use paid sick leave that is otherwise available to the employee when taking time off under this policy.

A victim of crime or abuse may also request a reasonable accommodation for his or her safety while at work. AMPS will then engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations. The School will consider any exigent circumstance or danger facing the employee to determine whether an accommodation is reasonable. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation. Reasonable accommodations may include putting in locks, changing the employee's shift or phone number, transferring or reassigning the employee, helping the employee to document instances of crime or abuse, implementing a safety procedure or another adjustment to a job structure, workplace facility, or work requirement, or referral to a victim assistance organization.

The School will maintain as confidential any verbal or written statement, police or court record, or other documentation provided to the School identifying an employee as a victim of crime or abuse. Such information will not be disclosed by the School except as required by state or federal law or as necessary to protect the employee's safety in the workplace.

N. School Appearance and Activities Leave

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in activities of a child's school or child care. You may take no more than eight (8) hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. You may be asked to provide documentation from AMPS or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

If both parents or guardians of a child work for AMPS, only one parent – the first to provide notice – may take the time off, unless AMPS approves both parents taking time off simultaneously.

O. Adult Literacy Leave

AMPS will make reasonable accommodations for any employee who reveals a literacy problem and requests that AMPS assist him in enrolling in an adult literacy program, unless it would create a hardship for AMPS.

AMPS will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

AMPS will take reasonable steps to safeguard the privacy of any employee who identifies him or herself as an individual with a literacy problem. The employee can contact Human Resources.

An employee who is performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While AMPS encourages employees to improve their literacy skills, AMPS will not reimburse employees for the costs incurred in attending a literacy program.

P. Alcohol and Drug Rehabilitation Leave

AMPS encourages employees with drug or alcohol abuse problems to seek needed counseling and treatment. Employees who are unable to find assistance may contact Human Resources to receive information about finding help. Any communications initiated by an employee and not as a result of a violation of this policy will be treated as confidentially as is possible.

AMPS will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation will not impose an undue hardship for AMPS. Any such leave shall be unpaid except that, to the extent that employees have accrued sick or vacation they must use it. Sick or vacation will not accrue while an employee is on Rehabilitation leave, nor will the employee receive holiday pay.

Requesting assistance for substance abuse does not relieve the employee of his/her/their responsibility to meet performance, safety and attendance expectations. Rehabilitation expenses will be paid by the employee unless coverage is provided under a health insurance policy. Satisfactory participation in and completion of a rehabilitation program approved by AMPS is a condition of continuing employment.

Q. Civil Air Patrol Leave

Pursuant to California law, AMPS will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give AMPS as much notice as possible of the intended dates upon which the leave would begin and end. AMPS will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

R. Leave for Bone Marrow and Organ Donors

Pursuant to California law, AMPS will provide up to five (5) business days of paid leave within a one- year period to an employee who donates bone marrow to another person. In addition, AMPS will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of *unpaid* leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide AMPS with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, AMPS will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give AMPS as much notice as possible of the intended dates upon which the leave would begin and end.

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

S. *Bereavement Leave*

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Full-time employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member.

INSURANCE BENEFITS

T. *Health Benefits*

AMPS offers a comprehensive health insurance plan for eligible employees.

Regular full-time and part-time employees, who work on average at least thirty (30) hours per workweek, are eligible for health insurance on the first day of the month following their hire date in the following manners:

- Employees that work less than an average of 30 hours per workweek are not eligible for any Health Benefits.
- Full-time employees that work an average of 30 hours or more per workweek will receive 100% health benefits coverage and AMPS will pay premiums up to a designated amount.

AMPS pays the premium for eligible employees up to a designated amount. Any remaining costs associated with the Employee's plan shall be paid by the employee as a pre-tax payroll deduction. Employees will be notified of their contribution amount, should there be one, at the time they sign up for the specific benefit. AMPS pays a portion of the premiums for health insurance or any other benefits for family members or dependents; that portion is currently 40% of the total cost, but is subject to change based on health care costs and the financial condition of AMPS. Eligible employees are responsible for their portion of the monthly premium costs for their dependents' coverage.

Subject to applicable law, there is no guarantee that AMPS will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Further, in order to continue participation in any such plan, employees may be required to pay a part of the premium.

When Coverage Starts

Your coverage will begin on the first day of the calendar month following the employee's first day of employment. Your enrollment form must be submitted to the Human Resources

Department as soon as possible. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your coverage. By delaying the submission of the health benefits enrollment package, an employee's enrollment and health coverage may result in lack of coverage until the designated open enrollment period.

Flexible Spending Plans

AMPS provides, at no cost to employees a Flexible Spending Plan which allows employees to pay for monthly health premiums, and commuter benefits with pre-tax dollars. This means your health premiums are subtracted from your gross pay before federal, state and social security (FICA) taxes are applied. The Flexible Spending Plan Document is in all cases controlling and supersedes any inconsistent terms in this manual. From time to time, we may also offer employees' access to a Medical Reimbursement and Dependent Care option within this program that is funded 100% by the employee. These options, if available, will be explained to you during open enrollment once established.

Stipend

Employees who are covered under a spouse's health plan, and not AMPS' plan, may qualify to be paid a predetermined monthly stipend. The rate at which the stipend is calculated is subject to annual change based on the annual health insurance rates. Please talk with the Human Resources Department if you believe you qualify.

COBRA

If for some reason your coverage under AMPS' health insurance ends, you and your dependents may be eligible to continue coverage for a specified term under COBRA. In this event, AMPS will provide additional information on COBRA coverage.

U. Industrial Injury Leave I (Workers' Compensation Insurance)

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

- - Medical care;
 - Cash benefits, tax-free to replace lost wages; and
 - Vocational rehabilitation to help qualified injured employees return to suitable employment.
- - To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:
 - Immediately report any work-related injury to the Director of HR hrsupport@amethodschools.org
 - Seek medical treatment and follow-up care if required;
 - Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director of HR hrsupport@amethodschools.org
 - Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.
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 - It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. AMPS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was

selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

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

PERSONNEL EVALUATION AND RECORD KEEPING

A. *Performance Evaluations*

AMPS strives to conduct formal performance reviews for all of its employees. Teacher and Site Directors will generally be formally reviewed once each school year. However, informal observations will be conducted throughout the year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, performance problems or operational requirements.

Performance reviews may cover factors such as job criteria, instructional practice, data reviews, critical duties and tasks of a job, attainment of goals, and adherence to the AMPS core values. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance reviews do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of AMPS and depend upon many factors in addition to performance, including availability of funds. After the review, you will be required to sign the evaluation report to acknowledge that it has been presented to you, that you have discussed it with your supervisor and that you are aware of its contents. You may add a rebuttal statement to your review within 10 days of your review that will be maintained in your personnel file.

Nothing in this policy shall limit the right to terminate employment at-will or limit AMPS' right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by AMPS to evaluate the employee will not prevent AMPS from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and AMPS. Accordingly, either the employee or AMPS can terminate the employment relationship at-will, at any time, with or without reason and with or without notice

B. *Personnel Files*

The information recorded in your personnel file is extremely important. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, etc. to AMPS immediately.

Employees, former employees, or employee representatives may submit a request to inspect their personnel file in the presence of a representative of AMPS. All requests must be in writing. Current and former employees, or employee representatives, may also request inspection through the use of a AMPS -provided request form. Please contact your supervisor to schedule a convenient time. You may request copies from your file of all documents. AMPS may charge the requesting employee or employee representative for the actual cost of reproduction of personnel file documents. If you desire, you may add a written statement to your file explaining any disputed item.

Employees also may inspect their payroll records upon request, and may obtain a copy of these records at their own expense. AMPS will comply with all inspection requests as required by law.

Access to information in personnel files is restricted. Only authorized managers and management personnel will have access to your personnel file. However, AMPS will cooperate with-and provide access to your personnel file to-law enforcement officials or local, state or federal agencies in accordance with applicable law.

Health/medical records are not included in your personnel file. These records are

confidential. AMPS will safeguard them from disclosure and will divulge such information only: 1) as allowed by law; or 2) to the employee's personal physician upon written request or permission of the employee.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Principal or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Principal or designee:

1. The complainant will bring the matter to the attention of the Principal as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Principal or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Principal or Board President (if the complaint concerns the Principal) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Principal (or designee) shall abide by the following process:

1. The Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Principal) or the Principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

AMPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

AMPS EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I acknowledge that I have received and read a copy of the AMPS Employee Handbook. I understand that the Handbook set forth the terms and conditions of my employment with AMPS as well as the duties, responsibilities and obligations of employment with AMPS. I understand that AMPS has provided me various alternative channels [including anonymous and confidential channels,] to raise concerns of violations of this handbook and School policies and encourages me to do so promptly so that AMPS may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook.

Unless specified otherwise in an agreement between me and AMPS, I agree that AMPS and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of AMPS. Unless specified otherwise in an agreement between me and AMPS, I understand that I am an at-will employee. I understand that the at-will nature of my employment may not be modified orally and may only be modified in a writing signed by the CEO of AMPS and me, and approved in writing by AMPS' Board of Directors.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and AMPS' right to terminate the employment relationship at any time, with or without notice, and with or without cause, or AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that AMPS reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act. The foregoing constitutes the entire terms of the agreement between me and AMPS regarding the duration and at-will nature of my employment and AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Employee Printed Name: _____

Employee Signature: _____

Date: _____ Site: _____

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the CEO or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

AMPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if

needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date:_____

Print Name

Received by:_____

Date:_____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____

AMPS

HONOR HARD WORK

AMETHOD PUBLIC SCHOOLS

EMPLOYEE HANDBOOK

Revised June 2023

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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Amethod Public Schools ("AMPS"). It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at AMPS. It is not intended to create any expectations of continued employment, or an employment contract, express or implied. In no way does the Handbook replace or modify any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts.

This Handbook supersedes any previously issued handbooks and any policies or other written or verbal statements that are inconsistent with the policies described herein. Employees must sign the acknowledgment form at the end of this Handbook and return it to Human Resources. It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact your supervisor, Human Resources or the CEO.

AMPS reserves full discretion to add, change, amend, supplement, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. No one other than the CEO or the Board of Directors has the authority to enter into any employment agreement or other agreement that modifies AMPS policy, the arbitration agreement, or the employee's at-will employment with AMPS, and any such modification *must* be in writing and approved by the Board of Directors in writing.

~~The failure~~[Failure](#) to comply with this handbook may result in disciplinary action, up to and including termination.

DIVERSITY AND INCLUSION

We believe diverse perspectives lead to stronger ideas, striking innovation, and effective practices, accelerating our progress toward our mission. AMPS prioritizes building diverse teams that reflect the experiences of our employees to ensure everyone shapes our approach. Additionally, we cultivate an inclusive environment and culture of belonging for our employees—a critical step in our pursuit of equity.

AMPS welcomes and reveres the spectrum of human diversity, and stands against bigotry, racism, sexism, heteronormativity, and other biases that seek to undermine the dignity of all people. The barriers our employees face are deeply entrenched in our society. Therefore, we regularly examine the impact of our policies, processes, and procedures and refine them to build a more equitable workplace.

How We Define Diversity: A wide range of intersecting identities, including people with different perspectives, abilities, and lived experiences. At AMPS, we value and seek the perspectives of people with proximity to our employees' identities and lived experiences.

How We Define Inclusion: A continuous effort to create an environment that reveres the spectrum of human diversity, where all employees feel a sense of belonging. At AMPS, we stand against all forms of bigotry—including racism, sexism, heteronormativity, and other biases that undermine human dignity.

How We Define Equity: A state wherein we disrupt the ways of bigotry, historic injustice, and systemic oppression manifest in our systems. At AMPS, we work to tailor our approach to achieve equity.

GENERAL POLICIES

A. *Equal Employment Opportunity (Discrimination)*

Covered Individuals

This policy protects all employees of AMPS as well as interns, volunteers, and potential employees (applicants). All employees of AMPS are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Discrimination

As used in this policy, "discrimination" means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual's protected category. Discrimination may include, but is not necessarily limited to, factoring an individual's protected category in hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

Adverse Employment Action

As used in this policy, "adverse employment action" may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment opportunities; change of an employee's work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers' compensation, military, domestic violence); or any other unequal treatment based on the individual's protected category resulting in an adverse employment action.

Protected Categories

AMPS' policy prohibits discrimination based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability ([including HIV and AIDS](#)), mental disability, medical condition ([including cancer and genetic characteristics](#)), genetic information, marital status (including registered domestic partnership status), sex and gender (which includes [reproductive health decision making](#), pregnancy, childbirth, breastfeeding, and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), [s-ex stereotype \(including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex\)](#), age ([forty \(40\) and over](#)), sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a

Commented [1]: This policy was updated to include a list of protected classes under federal/state law. The most recent additions were the amendments to CA law which include sex stereotype and reproductive health decision making, as outlined here.

national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

AMPS allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. AMPS will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, AMPS will identify the employee in accordance with the employee's current gender identity and preferred name.

AMPS will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. ~~AMPS also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.~~

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. AMPS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. AMPS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Scope of Policy

AMPS is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, AMPS makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

If you believe you have been subjected to, witnessed, or have knowledge about discrimination, please follow the complaint procedure outlined below in Section D.

B. Unlawful Harassment

Covered Individuals

This policy protects all employees of AMPS as well as interns, volunteers, independent contractors, and potential employees (applicants). All employees of AMPS are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. AMPS will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees,

Commented [2]: Please note that while independent contractors are generally not afforded the same protections as employees, the School's obligation to provide a work environment free from harassment, discrimination, and retaliation extends to independent contractors as well as employees, interns, volunteers, etc.

including students, parents, and anyone else who has workplace contact with our employees.

Protected Categories

AMPS' policy prohibits harassment based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status (including registered domestic partnership status), sex and gender (which includes reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex), age (forty (40) and over), sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. ~~race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.~~

Commented [3]: This policy has been updated to include the protected categories in the EEO policy above.

For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

Unlawful Harassment

Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to **any of the above protected categories**:

- **Verbal conduct** such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers) ("hostile work environment" harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above ("hostile work environment" harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual ("hostile work environment" harassment).
- **Visual conduct** such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts ("hostile work environment" harassment).
- **Physical conduct** such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis ("hostile work environment" harassment).
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors ("quid pro quo" harassment).
- ~~Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.~~ **Sexual harassment** consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Commented [4]: I revised this language to provide more detailed information as to what constitutes sexual harassment.

Abusive Conduct Prevention

~~It is expected that AMPS and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of management's expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above.~~ AMPS does not condone and will not tolerate unlawful harassment or abusive conduct on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which the School does business). Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Scope of Policy

~~AMPS is committed to providing a work environment free of unlawful harassment.~~ This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from AMPS' premises, such as a business trip, School- related social function, or social media activity (depending on the circumstances).

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined below.

Retaliation

Covered

Individuals

This policy protects all employees of AMPS as well as interns, volunteers, [independent contractors](#), and potential employees (applicants). All employees of AMPS are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

As used in this policy, “retaliation” means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not ~~necessarily~~ limited to, ~~the following~~: opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of AMPS’ anti-discrimination, harassment, or retaliation policies; cooperating or participating in investigations or proceedings arising out of a violation of these policies; or engaging in any other activity protected by applicable law.

Adverse Employment Action

As used in this policy, “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

Complaint Procedure—Discrimination, Unlawful Harassment, Retaliation

Duty to Report

All employees who believe they have been subjected to discrimination, unlawful harassment, and/or retaliation are strongly encouraged to promptly report the alleged violation(s) in accordance with the procedures set forth below. [Supervisors and managers are required to report any complaints of unlawful harassment, discrimination, or retaliation.](#) ~~All employees (particularly supervisors) who believe they have witnessed or have knowledge of discrimination, unlawful harassment, and/or retaliation are required to immediately report the alleged violation(s)~~ in accordance with the procedures set forth below. Immediate reporting allows AMPS to quickly and fairly resolve any complaints in the workplace.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Where to Report Complaint to AMPS

Submit a complaint to your supervisor, Human Resources (hrrsupport@amethodschools.org), any other supervisor within AMPS, or the Board of Directors. There is no requirement to report your complaint to any designated supervisor within AMPS. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Supervisors must report ~~any and~~ all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to the CEO, Talent and Human Resources Manager, Board of Directors, or other upper-level administrators, as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Contents of Complaint

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously. ~~However, employees may be required to disclose their identity to AMPS in order for the School to sufficiently investigate the complaint. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."~~

Commented [5]: I included sample complaint forms for employees to fill out and submit.

Response to Complaint (Investigation)

Upon notice of conduct requiring an investigation, AMPS will ~~look into~~investigate the facts and circumstances of the alleged violation, as appropriate. AMPS will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of "qualified personnel" and using methods that provide all parties with "appropriate due process." AMPS' investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

AMPS may investigate conduct in the absence of a formal complaint if AMPS has reason to believe that an individual has engaged in conduct that violates School policies or applicable law. Further, AMPS may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

All employees are required to fully cooperate with AMPS' investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of ~~discretion~~confidentiality regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, AMPS will provide regular progress updates, as appropriate, to those directly involved. AMPS will strive to complete its investigation as efficiently as possible ~~in light of the allegations~~ and will reach any conclusions based on the evidence collected and credibility of the witnesses. At the completion of its investigation, AMPS will inform the complainant(s) and the accused of its findings and decisions to the extent permitted by applicable law.

Corrective Action

~~If AMPS determines that violations have occurred, AMPS will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among~~

~~others. In addition, the offending individual may be legally liable for his or her conduct, depending on the circumstances. Due to privacy protections, AMPS is not able to fully disclose its entire decision regarding corrective action to the complainant.~~

No Retaliation

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. Please refer to AMPS' Retaliation Policy above for further information.

How to Report Complaint to Government Agencies

Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the California ~~Department of Fair Employment and Housing~~ Civil Rights Department ("DFEH/CRD") or the Equal Employment Opportunity Commission ("EEOC"). The DFEH and the California Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in School policies. The address and phone number of the local ~~CRD/DFEH~~ and EEOC offices can be found online or dialing 800-FREE-411.

Commented [6]: As of January 1, 2023, the DFEH is now named the Civil Rights Department ("CRD").

Sexual Harassment Training Requirements

~~All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law. AMPS requires all employees to abide by California's sexual harassment training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.~~

Commented [7]: Please note that a law effective January 1, 2019 requires nearly all California employers to provide sexual harassment prevention training to all employees, not just supervisory employees. Specifically, employers with at least 5 employees must provide one hour of sexual harassment prevention training to nonsupervisory employees and two hours of such training to supervisors. Our office can provide these trainings as needed.

C. Disability and Accommodations

~~To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, AMPS will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when AMPS receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.~~

Commented [8]: I combined/condensed this policy with the EEO policy above.

~~Employees who believe they need an accommodation must specify, preferably in writing, what~~

barriers or limitations prompted the request. AMPS will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on AMPS and/or a direct threat to the health and/or safety of the individual or others, AMPS will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

AMPS will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

D. ~~AMPS Religious Accommodation~~

AMPS will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to AMPS.

AMPS has developed an accommodation process to assist employees, management, and Human Resources. Through this process, AMPS establishes a system of open communication between employees and AMPS to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. AMPS requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

C. ~~Whistleblower Policy~~

AMPS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one

Commented [9]: I also removed this section in an effort to condense the employee handbook as it is covered by the EEO policy above.

who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

D. Employment "At-Will"

It is the policy of AMPS that all employees are considered "at-will" employees of AMPS. Accordingly, either AMPS or the employee can terminate this employment relationship at any time, for any reason or no reason at all, with or without cause, and with or without advance notice. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause, and with or without notice at any time.

Nothing contained in this Handbook, employment applications, AMPS memoranda or other materials provided to employees in connection with their employment shall require AMPS to have "cause" to terminate an employee or otherwise restrict AMPS' right to terminate an employee from his or her at-will employment with AMPS. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict AMPS' right to terminate at-will.

No representative of AMPS, other than the Board of Directors, is authorized to modify this at-will employment policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with AMPS that are not consistent with AMPS' policy regarding "at-will" employment. Any agreement that alters the "at-will" nature of employment must be approved by the Board of Directors and must be in writing and signed by the Board of Directors, and the affected employee. This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda or other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create neither an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

E. Eligibility for Employment

Immigration Compliance

AMPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, AMPS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena

or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law. AMPS will only employ individuals who are authorized to work in the United States. All new hires must provide proof of identity and work eligibility in accordance with applicable laws. Employees must complete and sign a Form I-9 and produce valid documents which establish both identity and employment eligibility within three (3) working days of hire. Failure to comply may result in termination from employment.

Commented [10]: This language was added to reflect an update to the IWPA per a recent court case.

Certification

AMPS' teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in public schools would be required to hold by law. If you are a credentialed staff member, you must provide copies of your credential, certificate of clearance, transcripts, and test scores prior to your first day of actual work and if already employed, prior to the start of the academic year if applicable. Failure to provide these documents may delay your ability to begin or continuation of work.

Tuberculosis Testing

No person shall be employed by AMPS unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Each employee shall ~~cause to be on file with AMPS~~ provide the School with a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing a certificate from a qualified professional, or a verification form from the prior school employer, that shows he or she was found to be free of infectious TB within 60 days of initial hire.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. AMPS shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

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

Criminal Background Checks

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

Commented [11]: For whatever reason, we saw a couple of cases recently where an employee was arrested for a high level offense which would have warranted a discussion around whether to keep that employee in active status, but the School didn't timely receive a subsequent arrest notification. By placing this burden on the employee, the School could have a basis for discipline here as needed if the employee reported to work and failed to inform the School.

~~the CEO. It is the policy of AMPS to require fingerprinting and background checks for its employees consistent with legal requirements. AMPS may determine, on a case-by-case basis whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.~~

F. Employment Classifications

For purposes of salary administration and eligibility for overtime payments and employee benefits, AMPS classifies its employees as defined below. Please direct any questions you may have regarding your employment classification or status to Human Resources or your direct supervisor.

Nonexempt Employees

Non-exempt employees are entitled to overtime pay ~~for all hours worked in excess of 40 hours per week, in excess of 8 hours in a day, and for the first 8 hours worked on the seventh consecutive workday. Overtime compensation will be paid in~~ accordance with federal and state ~~wage and labor~~ law. Non-exempt employees are required to take meal periods and are authorized and permitted to take rest periods in the manner described in this Handbook. Non-exempt employees may be scheduled for full-time or part-time shifts, as assigned by his or her supervisor or the CEO.

Commented [12]: I removed this language as it is included in the overtime section below.

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure, and meal breaks ~~times~~.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees ~~must report all time worked and not~~ are prohibited from working any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or Human Resources.

It is a violation of AMPS' policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, they should report the incident immediately to a supervisor.

Exempt Employees

AMPS may choose to designate as exempt an employee whose job duties and salary qualify for exemption under applicable law. Exempt employees are not eligible to receive overtime pay.

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave, or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, the School may make a deduction from an exempt employee's pay as permitted by law, including will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with AMPS, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, AMPS will not pay for such days/hours of absence.

AMPS may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full-day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is [company/School](#) policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. AMPS prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources or a supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

G. Employment Status

Regular Full-time Employees

Employees who work 40 hours or more per workweek on a regular basis. Such employees may be "exempt" or "nonexempt" and are eligible for employee benefits as described in this Handbook as well as those benefits required by law.

Regular Part-time Employees

Employees who work fewer than 40 hours per workweek on a regular basis. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Such employees may be "exempt" or "nonexempt". Part-time employees are not eligible for benefits except as required by law.

Temporary/Seasonal/Intern Employees

Temporary employees are those employed on a temporary basis for short-term assignments. Short-term assignments will generally be periods of three months or less; however, such assignments may be extended. Temporary employees are not eligible for any benefits except where mandated by law. A temporary employee may be offered and may accept a new temporary assignment with AMPS and still retain temporary status.

Individuals assigned by temporary employment agencies are employees of the agency and not of AMPS.

AMPS has defined the work year calendar for school year staff positions as shown in the table below:

Role	Days with Students	Pre-School Opening Days	Professional Development Days	Post-School Closing Days	Site-Based Summit	Total Work Days
Teachers	180	0	3	2	5	190
Paraprofessionals	180	0	3	2	5	190
Teacher Assistants	180	0	3	2	5	190
College Advisors	180	5	3	5	5	198
School Counselors	180	5	3	5	5	198
ASES Coordinators	180	5	3	5	5	198

Additional work done beyond the work year calendar shown above must be pre-approved by your Site Director and will earn additional compensation. This includes work to conduct or support Summer School.

AMPS has defined the work year calendar for year-round staff positions as shown in the table below:

Role	Total Possible Work Days in a Year*	Less: AMPS Holidays	Less: Thanks-giving Break	Less: Winter Break	Less: Spring Break	Less: Summer Break	Less: Vacation Days	Total Work Days
School Admin Staff	260	(15)	0	0	0	(4)	(10)	231
Custodial Staff	260	(15)	0	0	0	(4)	(10)	231
Registrars	260	(15)	0	0	0	(4)	(10)	231
Lunch Support Staff	260	(15)	0	0	0	(4)	(10)	231
Site Directors	260	(15)	(3)	(6)	(4)	(4)	(10)	218
Vice Principals	260	(15)	(3)	(6)	(4)	(4)	(10)	218
Deans	260	(15)	(3)	(6)	(4)	(4)	(10)	218
Home Office Staff	260	(15)	0	0	0	0	(10)	235

*52 weeks @ 5 days per week

H. Job Duties

Your supervisor(s) will explain your job responsibilities. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or AMPS. Your cooperation and assistance in performing such additional work is expected. AMPS reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions or assign additional job responsibilities.

I. Work Location

At the time an employee is hired, the employee is usually assigned to a work location. Some employees may be assigned to permanent remote work. However, even employees who are permanently remote do have a location that is their home base. Employees, including those assigned to a permanent location as well as those working remotely, are not permitted to complete their job duties outside of the state, or country, where they are assigned to work, without prior management authorization. AMPS reserves the right in its sole discretion to prohibit out-of-state work due to business necessity or for any other business reason. Work outside the state where an employee is hired to work has payroll tax, business license, benefit and legal compliance implications. Failure to receive advanced permission to work from another state, or country, may lead to disciplinary action, up to and including termination.

J. Open Door Policy

At some time or another, you may have a suggestion, complaint, or question about AMPS, your job, your working conditions, or the treatment you are receiving. We welcome your suggestions, complaints, or questions. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to Human Resources, preferably in writing, who will address your concerns.

K. Workplace Anti-Violence Policy

AMPS recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of employees and students is paramount. Therefore, AMPS has adopted this Zero Tolerance Policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect AMPS, occur on School property, or occur in the conduct of School business off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in School operations, including, but not limited to, School students, parents, employees, independent contractors, temporary employees, vendors and anyone else on School property or conducting School business off property. Violations of this policy, by any individual, may result in disciplinary action, up to and including termination and/or legal action as appropriate.

~~Always~~ Employees must always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor tags/badges. Suspicious persons or activities ~~should~~ must be reported to Human Resources. Employees must ~~Secure~~ your ~~their~~ desk or office at the end of the day.

Workplace Violence Defined

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the School's facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business.

Weapons Prohibited in the Workplace

AMPS strictly prohibits employees, or any person providing services to AMPS, visiting AMPS, or located on AMPS' premises from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by AMPS or occupied by groups of ~~Company~~ School employees or persons providing services to AMPS. Unless such prohibition

is contrary to local law, this specifically includes [CompanySchool](#) parking areas and [CompanySchool](#) vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by AMPS and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties, and s/he has written permission from AMPS' CEO. This policy prohibits the possession of concealed weapons as well as weapons carried openly, regardless of whether the person has a legal permit to carry a weapon.

The prohibition explicitly includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshot, black jack, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Former Employees Prohibited on Premises

Due to safety concerns, an employee who is no longer employed by AMPS may not enter the workplace or be on [CompanySchool](#) premises at any time, [absent a legal reason or permission from the School to do so](#). Therefore, no employee should hold doors open for former employees, or otherwise admit former employees into the workplace. Further, if an employee sees a former employee on [CompanySchool](#) premises or is contacted by a former employee seeking access to AMPS' premises [without a legal reason for doing so](#), the employee [should must](#) immediately alert Human Resources, the CEO, or any other member of AMPS' management team.

If an employee who no longer is employed by AMPS would like to visit, that person must first contact the Human Resources Department and request written permission to visit. A visit can be scheduled only if advance written permission is obtained. If written permission is granted, the former employee must, upon arrival to AMPS' premises on the scheduled date/time, report to the reception area, be greeted by the current employee s/he is visiting and be escorted at all times while on [CompanySchool](#) premises.

Searches and Inspections

An investigation into a report or threat of workplace violence may require, with or without notice, an inspection of an employee's work area and/or personal property located in the workplace, including without limitation a vehicle. As a condition of continued employment, all employees are expected to fully cooperate in any lawful inspection required as a result of a report or threat of workplace violence. Failure to cooperate with AMPS' investigation of a report or threat of workplace violence may result in disciplinary action, up to and including termination of employment.

Commented [13]: Please note that the School must have reasonable suspicion to search an employee's personal property. As a result, any employees who will be conducting workplace searches must be adequately trained in what constitutes reasonable suspicion. Please feel free to follow up with our office if you have any questions.

Enforcement/Complaint Procedure

Any person who violates this policy on School property may be removed from the premises as quickly and safely as possible, at AMPS' discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her supervisor, Human Resources, or the Site Director. Furthermore, employees should notify Human Resources or the Site Director if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, AMPS will inform the reporting individual of the results of the investigation. To the extent feasible, AMPS will maintain the confidentiality of the reporting employee. However, AMPS may need to disclose information in appropriate

circumstances (for example, in order to protect individual safety). AMPS will not tolerate retaliation against any employee who in good faith reports workplace violence.

If AMPS determines that workplace violence has occurred, AMPS will take appropriate corrective action and may impose disciplinary action, up to and including termination.

In certain circumstances, AMPS may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

DRAFT

WAGES, ATTENDANCE, TIMEKEEPING AND RELATED PRACTICES

A. *Payment of Wages*

Employees are paid on an established payroll schedule that will be provided by AMPS. If a regular payday falls on a Saturday, Sunday, or holiday, employees will generally be paid on the previous business day and if not, then the following business day. Paychecks are normally available by 12:00 p.m. and must be picked up from your supervisor or designee, unless you have authorized direct payroll deposit. If ~~you~~ employees observe an error on ~~your~~ their check, ~~please~~ employees must report it immediately to Human Resources.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the [INSERT PERSONNEL] to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the [INSERT PERSONNEL]. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the [INSERT PERSONNEL] and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

~~AMPS will make authorized withholdings and deductions from each employee's pay. Every deduction from your paycheck is identified on your check voucher. If you do not understand the deductions, or to change the number of withholding allowances you wish to claim, consult with Human Resources.~~

B. *Overtime Pay*

AMPS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Commented [14]: California now allows charter school employers to collect overpayments from employee paychecks upon mutual agreement, including from their final check regardless of whether the employee consents. Previously, charter schools had to receive written employee consent prior to making deductions from an employee's pay if an overpayment occurred.

When operating requirements or other needs cannot be met during regular working hours, nonexempt employees may be required to work overtime. ~~Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour law.~~ Overtime pay is based on actual hours worked. ~~AMPS provides compensation for all overtime worked by non-exempt employees in accordance with applicable law.~~ All overtime work must be authorized in advance by the Site Director or immediate supervisor. Failure to obtain such approval may subject an employee to discipline, up to and including termination. No overtime compensation will be paid to exempt employees. Failure to work scheduled overtime, or working overtime without prior authorization from management may result in disciplinary action, up to and including termination of employment. The ~~Company School~~ will never ask an employee to work off the clock. All nonexempt employees are to be paid for all hours worked. If you are asked to work off the clock, or if you are asked by anyone not to record your time working, you must notify Human Resources immediately.

C. Expense Reimbursement

Employees will be reimbursed for reasonable business expenses incurred while performing their duties or attending pre-approved workshops or other employment-related functions in accordance with AMPS' policy on expense reimbursements. Please follow the procedure set forth in the Finance and Operations Manual to submit expense requests for approval.

D. Attendance and Tardiness

All employees, whether exempt or non-exempt, are expected to arrive at work consistently, on time and prepared to start work. Absenteeism and tardiness negatively affects AMPS' ability to implement its educational program and disrupts consistency in students' learning.

If you are absent or late, you are expected to telephone the Site Director or your direct supervisor as soon as possible but no later than two (2) hours before the start of your workday. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notification—you must personally contact your supervisor or the Site Director in a timely manner. If you are unable to reach your supervisor or the Site Director by phone, you may send an email, but you must attempt to reach the appropriate parties by phone first. If you are required to leave work early, you must also personally contact your supervisor or the Site Director and obtain his or her permission. Employees are not allowed to relay messages to the direct supervisor or the Site Director through co-workers that they will be absent or tardy. If you are absent from work longer than one day, you are expected to keep your supervisor sufficiently informed of your situation and when you will return to work. You must get approval from your direct supervisor for any absence. Under certain circumstances, AMPS may require documentation from a healthcare provider verifying your need to be absent from work due to illness or other medical reasons if such absence lasts three (3) or more consecutive work days. **The Site Director will arrange for and make the final decision on whether to retain a substitute teacher for the day.**

Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods when appropriate, when required to leave on authorized School business, or when otherwise permitted by AMPS. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Employees also must inform their supervisor of the expected duration of any absence. ~~Excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination from employment with AMPS to the extent authorized by law.~~

Absences protected by local, state and federal law, including paid sick time, do not count as a violation of the punctuality and attendance policy. Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three (3) consecutively scheduled workdays, AMPS will ~~in most cases,~~ consider that you have abandoned your employment and have voluntarily resigned.

Commented [15]: I would recommend following up with our office prior to disciplining employees for excessive absences, unless the absences are unrelated to use of sick leave or a protected leave.

E. School Social Activities

Employees may attend school-sponsored events not required by their job duties on a voluntary basis unless otherwise directed by AMPS. An employee's attendance at such social and recreational activities is completely voluntary and at the employee's own risk and AMPS disclaims any and all liability arising out of the employee's participation in these activities. Because an employee who chooses to attend school events is doing so on a voluntary basis, such participation will not be compensated by AMPS.

F. Timekeeping Requirements

It is AMPS' policy to pay its employees for all time worked. Accordingly, it is every nonexempt employee's responsibility to accurately record time worked, and to examine his or her paycheck and wage statement to ensure that he or she is being properly paid for all work time and that the paycheck and wage statement are accurate. If an employee believes he or she is not being properly paid for all of his or her work, the employee must immediately inform Human Resources.

Federal and state laws require the [CompanySchool](#) to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked using AMPS' timekeeping system. This means they must clock in and out whenever they begin, cease, or resume working during the course of a workday. Employees must clock out and in for their meal periods, but are not required to clock out and in for rest periods. Under no circumstances may one employee clock in or out for another employee. Exempt employees may also be expected to record their total time worked and report absences from work due to personal needs or illness.

Employees are prohibited from doing the following:

- Recording inaccurate hours worked.
- Recording hours worked on behalf of another employee.
- Working "off the clock." This includes, but is not limited to, working before or after a shift without recording that time or conducting School business on personal cell phones after hours. Employees are prohibited from using their personal cell phones to conduct School business.
- Failing to record all hours worked.
- Falsifying any time record.

Violations of this policy may result in disciplinary action, up to and including termination.

G. Work Schedules

Your work schedule depends, first, on AMPS site where you are located. AMPS Schools are generally open for business between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Your supervisor will assign your individual work schedule. All employees are expected to be at their classrooms or workstations at the start of their scheduled shifts, ready to work. For purposes of calculating overtime, the workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday. AMPS' standard workday is 12:01 a.m. to 12:00 a.m. (midnight) each day. AMPS reserves the right to change work schedules and assign employees to special schedules as deemed necessary for effective operations. When a change in work schedule is necessary, every effort will be made to provide reasonable advance notice to the employees.

Any request to change work hours must be approved in advance by the employee's supervisor.

H. Rest Breaks and Meal Breaks

Commented [16]: I combined the meal and rest break language in an effort to streamline and condense this policy.

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and AMPS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. AMPS provides all non-exempt employees with an opportunity to take an off-duty meal break as allowed by law and authorizes and permits non-exempt employees to take rest breaks in accordance with the law.

Rest Breaks

All non-exempt employees are required to take an uninterrupted duty-free ten (10) minute rest break for every four hours of work or major fraction thereof. Rest breaks should be taken as close as possible to the middle of each four hour period of work. Non-exempt employees are required to take one uninterrupted ten (10) minute rest break if they work three and one-half hours in a day but less than six hours, two ten minute rest breaks if they work more than six hours up to ten hours, three ten minute rest breaks if they work more than ten hours up to fourteen hours, and four ten minute rest breaks if they work more than fourteen hours up to eighteen hours. Employees cannot combine rest breaks with meal breaks or other rest breaks. Employees may not perform work during rest breaks and are free to leave the premises provided they can return to the site in order to timely resume work. If an employee is asked to work during a rest break, the employee should report the incident to Human Resources. A rest break is non-work time and cannot be used to come to work late, to extend a meal break, or to leave early. Employees must resume work promptly after the end of the rest break.

You should check with your immediate supervisor to schedule your rest breaks. You do not need to record the beginning and end of rest breaks on your timesheet, unlike meal breaks. If you have any questions about taking your rest break(s), or if you are prevented or discouraged from taking a rest break, you should contact your direct supervisor, the Site Director, or Human Resources Department. Failure to take rest breaks may be grounds for discipline up to and including termination.

Meal Breaks

All non-exempt employees are provided and required to take an unpaid, uninterrupted duty-free meal break of thirty (30) minutes for every five hours of work. During the meal break, you are relieved of all duty and free to leave the premises, and go off-site. You may not perform work during your meal break. If someone asks you to work during your meal break, please report the incident to Human Resources. You should let your supervisor know when you will be leaving to take your meal break. Meal breaks should be taken as close to the midpoint of your workday as reasonably practical, but must not start later than the end of your fifth hour of work. In other words, you must start your meal break before the end of your fifth hour of work. Further, all non-exempt employees must take a second uninterrupted meal period of at least

~~30 minutes for each work period in excess of 10 hours in accordance with this policy. Meal breaks are not paid time, so you will need to record the beginning and end time of your meal break on your timesheet each workday.~~

~~An employee whose work period is 5 to 6 hours may waive, in writing, his or her right to a first meal period. Further, an employee may waive his or her right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive his or her first meal period for that work period. AMPS offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first and second meal periods.~~

~~You should check with your immediate supervisor to schedule your meal breaks. If you have any questions about taking your meal breaks, you should contact your direct supervisor, the Site Director, or Human Resources Department. If you are prevented or discouraged from taking a meal break, you **must** inform your direct supervisor as soon as possible on the same workday. Failure to take meal breaks may be grounds for discipline up to and including termination.~~

~~It is mandatory that non-exempt employees take all required breaks. It is very important that your timesheets have an accurate record of when you took your meal break.~~

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Daily Meal Period and Rest Period Reporting Form. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor and Human Resources on the same workday that he or she experienced the non-compliant meal or rest period. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by AMPS), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

Responsibilities

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or the Human Resources.

Discipline

Failure to comply with AMPS' policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

~~I. California Day of Rest~~

~~In each workweek, AMPS will provide employees with at least one day of rest for every seven days within the workweek unless their total hours worked are 30 hours or less in the workweek and six hours or fewer every day of the workweek. If the nature of the employee's work reasonably requires that the employee work seven or more consecutive days, the day of rest~~

Commented [17]: I removed this policy in an effort to condense the employee handbook and because it typically does not apply to School employees, since the School is not open/operating seven days/week.

~~requirement may be met by providing an average of one day's rest for every seven days on a monthly basis (e.g., four days of rest per calendar month). An employee may also independently and voluntarily choose and confirm in writing not to take a day of rest. This policy does not apply in cases of emergency or to work performed in the protection of life or property from loss or destruction.~~

~~AMPS will reasonably accommodate the observance of a Sabbath or other religious holy day by employees, unless doing so would result in undue hardship to the conduct of Company business.~~

~~Employees will be paid for all hours worked in compliance with federal, state and local law.~~

J.I. Lactation Breaks

AMPS supports the needs of nursing mothers in the workplace and will comply with applicable law. AMPS encourages employees and management to have a positive, accepting attitude toward working women and breastfeeding. AMPS supports breastfeeding and the expression of breast milk by employees who are breastfeeding when they return to work.

AMPS will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, AMPS shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, AMPS may provide another cooling device suitable for storing milk, such as a School-provided cooler.

To request the above, please contact Human Resources. ~~AMPS will respond accordingly, generally within two business days.~~

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

Commented [18]: I would advise against including a timeline for the School to respond absent a legal requirement to do so.

STANDARDS OF CONDUCT

A. **Employee-Student Relations Policy**

Boundaries Defined

For the purposes of this policy, the term "Boundaries" is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries of a student/teacher or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

Unacceptable and Acceptable Behavior

Some activities may seem innocent from an employee's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as, misconduct.

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of any kind
- Massage (Note: massages are prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Massages are permitted in special education only as instructed under an IEP or 504 plan.)
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from AMPS
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student
- Making remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."

Commented [19]: As a reminder, just in case the School is not already doing so, please note that Education Code Section 44050 requires that this policy be posted on the School's website and distributed to families annually.

- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from School or School activities without parental permission
- Being alone in a room with a student at AMPS with the door closed
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Allowing students in your home without signed parent permission for a preplanned and pre-communicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Excessive attention toward a particular student
- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about School activities and not in accordance with applicable School policies or in violation of AMPS' Social Media Policy
- Being "friends" with a student on any personal or non-School social media website
- Communicating with students or parents/guardians in violation of AMPS' Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on School social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (School and parental) to take students off School property for activities such as field trips or competitions
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to School activities or classes, and communication should be initiated via School-based technology and equipment
- Keeping the door open when alone with a student
- Keeping reasonable space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Human Resources or the CEO) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Human Resources or the CEO about situations that have the potential to become more severe
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes

- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of AMPS

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Reporting Violations

When an employee becomes aware of another employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to Human Resources or the Chief Academic Officer. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and AMPS as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse & Neglect Reporting

California Penal Code section 11166 requires any mandated reporter (including teachers, instructional aides and "classified" employees of a public school) who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected instance of child abuse or neglect to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to, report such incidents to Human Resources and the CEO. Reporting such incidents to Human Resources and the CEO does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact Human Resources.

"Child" is defined as a person under the age of 18 years. The term "child abuse or neglect" includes sexual abuse; neglect defined as the negligent treatment or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare including both acts and omissions on the part of the responsible person; willful cruelty or unjustifiable pain or suffering; unlawful corporal punishment or injury; and abuse or neglect in out-of-home care. Child abuse or neglect does not include a mutual affray between minors or an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

Employees shall not contact the child's family or any other persons to determine or investigate the cause of the suspected abuse or neglect.

[AMPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal](#)

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

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

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

Investigating

AMPS will investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, AMPS shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, AMPS shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

Violations

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

B. Confidential Information

All information relating to students, including personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

It is important to AMPS to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, parent and student lists, lesson plans, techniques and concepts, marketing plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. AMPS devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of AMPS you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by AMPS. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than as authorized for the sole benefit of AMPS, either during the term of your employment or at any other time thereafter. This Confidential information shall not be disclosed except through normal channels and with prior authorization. Any and all trade secrets or confidential information shall be returned to AMPS during extended leaves of absence or upon termination of employment.

AMPS prohibits audio or video recordings in the workplace, during working hours, without authorization of AMPS due to privacy and confidentiality concerns and protections.

Failure to maintain confidentiality consistent with this policy may result in disciplinary action, up to and including termination.

C. Rules of Conduct

The following conduct is prohibited and will not be tolerated by AMPS. This list of prohibited conduct is illustrative only and applies to all employees of AMPS; other types of conduct that threaten security, student safety, personal safety, employee welfare and AMPS' operations are also prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of AMPS. If an employee is working under a contract with AMPS which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

This list of prohibited conduct is illustrative only and not meant to be exhaustive:

- *Insubordination* - refusing to perform a task or duty assigned or act in accordance with instructions and / or policies provided by an employee's supervisor, AMPS' policies, or proper authority.
- *Inefficiency* - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
- *Unauthorized soliciting*: collecting of contributions, distribution of literature, or written or printed material that is not directly related to AMPS is strictly prohibited in work areas during work times (see Solicitation and Distribution Policy, below) by both non- employees and by employees. However, nothing in this provision is intended to limit the rights of employees to organize, or otherwise engage in conduct expressly permitted under the National Labor Relations Act.
- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of AMPS property.
- Fighting or instigating a fight on AMPS premises.
- Violations of the drug and alcohol policy.
- Using or possessing firearms, weapons or explosives of any kind on AMPS premises.
- Gambling on AMPS premises.
- Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, applications for employment, payroll information, timesheets, and time cards.
- Recording the timesheets of another employee or permitting or arranging for another employee to record your timesheet.
- Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
- Excessive absenteeism or tardiness excused or unexcused except to the extent permitted by law.
- Posting any notices on AMPS premises without prior written approval of management, unless posting is on an AMPS bulletin board designated for such employee postings.
- Engaging in sabotage or espionage (industrial or otherwise)
- Violations of the discrimination, harassment and retaliation prevention policy.
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
- Sleeping during work hours.
- Release of confidential information without authorization.
- Refusal to speak to supervisors or other employees.
- Unauthorized use of cameras or other recording devices on School premises.
- Intentionally supplying false information in order to obtain a leave of absence or

- other benefits from AMPS.
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unsatisfactory work performance.
- Unprofessional conduct.
- Failure to possess or maintain the credential/certificate required of the position.
- Dishonesty.
- Any other conduct detrimental to other employees or the School's interests or its efficient operations.

This statement of prohibited conduct does not alter AMPS' policy of at-will employment. AMPS and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

D. Employment References

All requests for references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release references for current or former employees. AMPS' policy as to references for employees who have left AMPS is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, AMPS will also provide a prospective employer with the information on the amount of salary or wage you last earned.

OPERATIONAL CONSIDERATIONS

A. **Computer Usage and Privacy**

Every user who is provided access to AMPS' Communications Systems is responsible for using the Communications Systems in accordance with this policy, [and agrees to be bound by this policy by using AMPS' Communications Systems.](#) Any questions about this policy should be addressed to Human Resources.

Definitions

AMPS' electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

Ownership and Conditions of Use

The Communications Systems is the property of AMPS. It has been provided by AMPS for the sole purpose of conducting School-related business as well as other business that is approved by the CEO of AMPS. All communications and information transmitted by, received from, or stored in these systems are School records and the property of AMPS.

Electronic communications are a means of business communication. AMPS requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of AMPS' Communications Systems and the users thereof against unauthorized or improper use of these systems, AMPS reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of the CEO or his or her designee. AMPS also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of the CEO or his or her designee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

~~Users are required to comply with AMPS' Computer Usage and Privacy Policy and agree to be bound by this policy by using AMPS' Communications Systems.~~

Confidentiality and Privileges

Information stored on the Communications Systems is intended to be kept confidential within AMPS. AMPS has taken all reasonable steps to assure confidentiality and security [of information related to AMPS's operations.](#) Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside AMPS, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

Prohibited Use

Users are prohibited from using the Communications Systems for any unauthorized or

unlawful purpose, including, but not limited to, the following:

- Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of any characteristic protected by law as set forth in AMPS' policies against discrimination, harassment, and retaliation. Those policies apply to all aspects of employment, including the use of the Communications Systems.
- Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.
- Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the CEO of AMPS.
- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from AMPS.
- Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Board or CEO or his/her/its designee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

Access and Disclosure

The Communications Systems is provided solely for the purpose of conducting AMPS business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt School business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.

AMPS, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right for legitimate business reasons, upon authorization of the Board or CEO or his/her/its designee, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although AMPS entrusts ~~you~~ [employees](#) with the use of voice mail, e-mail, computer files, software, or similar School property, ~~you~~ [employees](#) should keep in mind that these items have been installed and maintained at great expense to AMPS and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. ~~You~~ [Employees](#) are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, ~~you~~ [employees](#) should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically

sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. AMPS is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

You-Employees should be advised to use voice mail and e-mail as cautiously as you employees would use any more permanent communication medium such as a memorandum or letter. You-Employees should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after "deletion."
- May be accessed by authorized service personnel.
- May be examined by management without notice for business purposes.

There will be times when AMPS, in order to conduct business, will utilize its ability to access your-an employee's e-mail, voice mail, computer files, software, or other School property. AMPS also may inspect the contents of your-an employee's voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when AMPS suspects that School property is being used in an unauthorized manner.

AMPS reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

Retention in the Event of Litigation, Subpoena, or Regulatory Inquiry

In the event of any subpoena, regulatory inquiry, or litigation, employees are prohibited from deleting, discarding, or destroying any emails or other Communications Systems relating in any way to the subpoena, regulatory inquiry, or litigation. Employees will be notified if this occurs.

Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of AMPS' Communications Systems should immediately contact Human Resources or the CEO of AMPS. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

Policy May Be Amended at Any Time

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. AMPS reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

B. Social Media Policy

In light of the explosive growth and popularity of social media technology in today's society, AMPS has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to AMPS; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with AMPS; or (6) interact with School

Commented [20]: A fairly recent CA case held that School-related communications taking place via private devices/accounts can nevertheless be considered public under the California Public Records Act. As a result, we include this language to discourage employees from conducting School-related business via private/personal accounts or devices.

students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Instagram, Twitter, Pinterest, LinkedIn, [TikTok](#), and YouTube, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. ~~Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.~~

This policy is intended to supplement, not replace, AMPS' other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all School policies whenever your social media activities may involve or implicate AMPS in any way, including, but not limited to, the policies contained in this Handbook.

Standards of Conduct

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of AMPS' trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with AMPS.
- Do not post confidential information (as defined in this Handbook) about AMPS, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with AMPS' background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Human Resources.

- ~~Be knowledgeable about and comply with AMPS' reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Human Resources.~~

Commented [21]: I removed this language as it does not necessarily relate to employees' use of social media.

- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of AMPS. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of AMPS, or that might constitute harassment or bullying.
- ~~Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do~~ Do not post any information or rumors that you know to be false about AMPS, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of AMPS, or competitors.
- Express only your personal opinions. Never represent yourself as a spokesperson for AMPS unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with AMPS, make it clear that you are not speaking on behalf of AMPS and that your views do not represent those of AMPS, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of AMPS. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of AMPS."
- Never be false or misleading with respect to your professional credentials.

Creating and Using School Social Media

~~Employees are only permitted to communicate and connect with students on social media that is owned and operated by AMPS.~~ Employees are only permitted to communicate and connect with students and students' parents or guardians regarding School-related matters on social media that is owned and operated by AMPS. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

The COO and IT Department, in addition to Human Resources and members of AMPS' administration, are responsible for approving requests for School social media, monitoring School social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). AMPS has final approval over all content posted to School accounts and reserves the right to close ~~the School social media accounts~~ accounts at any time, with or without notice. ~~Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.~~

To set up social media that is owned and operated by AMPS in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media from the COO.
- Contact the COO to set up the social media. Provide the COO with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the COO and the IT Department. Failure to do so may result in disciplinary action, up

to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

Access

Employees are reminded that AMPS' various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of AMPS. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, AMPS may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. AMPS may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with AMPS has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to AMPS' various electronic communications systems.

Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

Retaliation Is Prohibited

AMPS prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Questions

In the event you have any questions about whether a particular social media activity may involve or implicate AMPS, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and AMPS recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization *before* engaging in social media activities that may implicate this policy.

C. *Personal Business*

AMPS facilities for handling mail and telephone calls are designed to accommodate School business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Personal calls that would result in additional fees to AMPS are not permitted. **Do not use School material, time or equipment for personal projects.**

D. *News Media Contacts*

Employees occasionally may be approached for interviews or comments by the news media. Only employees designated by the CEO, who is the identified principal point of contact, may comment to news reporters on behalf of AMPS.

E. *Notice Posting*

AMPS notices and notices required by law will be regularly posted on our bulletin board(s) or designated area(s). Employees should make it a practice to review them frequently so that they can keep current regarding news about AMPS. Employees may not post or remove items on the bulletin board(s) or designated area(s) without approval by their supervisor. The same restrictions apply to bulletin boards located in employee break areas. Employees who wish to post on the bulletin board should obtain approval from their supervisor.

F. Conflict of Interest

While employed by AMPS, all employees owe a duty of loyalty to AMPS and must avoid situations involving an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of AMPS' business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

An employee involved in any relationships or situations which may constitute a conflict of interest ~~should~~ must immediately and fully disclose the relevant circumstances to his or her immediate supervisor, Human Resources or the CEO or designee, who will ~~attempt to~~ determine whether a potential or actual conflict exists. If an actual or potential conflict is determined to exist, AMPS may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts ~~may of an actual or potential conflict of interest will~~ constitute grounds for disciplinary action.

Commented [22]: I revised this section to create an enforceable standard.

Notwithstanding this policy, if an employee is a "designated employee" under the AMPS' Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy.

Personal and Familial Relationships With Co-Workers

Relatives of employees may be eligible for employment with AMPS only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in ~~direct a~~ supervisory relationship with one another or in job positions involving conflicts of interest.

Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a ~~company~~ School with which AMPS does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving AMPS. The receipt of occasional flowers, candy, or gifts worth less than \$100.00 from ~~client~~ parents, students, or customers, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from the CEO before accepting any item worth ~~in excess of more than~~ \$100.00 from ~~clients, customers, students, parents,~~ or vendors. Under no circumstances shall a School employee accept monetary gifts consisting of, but not limited to, gift certificates, coupons, entertainment tickets, etc.

Gifts that an employee may receive from donors or donor websites i.e. (Donors Choose, etc.) for use by AMPS, its students or at a specific ~~Amethod School~~ AMPS school ~~Site~~ will be considered property of the ~~Amethod Public School~~. Such donations will remain with the ~~Amethod Public School~~ upon termination of the employment relationship to continue to benefit the intended student population.

Outside Activities

AMPS recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to AMPS' business. However, employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated. Such outside activities must not affect the employee's work hours, interfere or conflict with the employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the employee's job performance. Each employee must disclose any outside employment that may create an actual or potential conflict of interest to the supervisor and Human Resources in writing.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. AMPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Employees also may not use AMPS' name, logo, supplies, equipment, or other property in connection with any outside activities.

G. Cameras and Video Surveillance

For purposes of workplace safety and security and to prevent theft and other misconduct AMPS has installed video surveillance cameras in and around work areas.

If there is any reported incident of theft, trespass, workplace violence, employee misconduct or any type of safety violation (hereafter collectively referred to as "security incidents"), AMPS will utilize its surveillance equipment as an investigatory tool. AMPS will also make use of its surveillance equipment to deter any future security incidents.

AMPS also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against equipment failure, breakage, or accident) or

Commented [23]: I included additional information/examples of the type of outside employment that is prohibited under this policy.

Commented [24]: If the School has not already done so, I would recommend placing signage at all campuses and facility entrances disclosing the use of security camera equipment on the premises.

We recommend positing the following:

"VIDEO SURVEILLANCE ON CAMPUS: This campus is equipped with video surveillance equipment for the safety of students, staff, and visitors. Your actions may be recorded, and recordings may be retained. This equipment may or may not be actively monitored at any time."

Please also ensure that the surveillance does not have audio recording capabilities, as California law requires consent from all parties to record confidential conversations and makes it unlawful to record a confidential conversation without consent. As a result, if the School's surveillance cameras also record audio, the School could be in violation of the Penal Code.

confidentiality reasons (to protect documents or other proprietary information).

Although the video surveillance described in this policy is intended to monitor for security incidents and other safety reasons at AMPS, it is possible that such surveillance may monitor activities not related to AMPS' business.

AMPS respects the privacy of its employees. Accordingly, no video cameras will be installed in AMPS' restrooms or in any lactation or changing areas.

The surveillance video cameras and any video footage from the surveillance are to be used solely for the purposes of this video surveillance policy. Any unauthorized use of these video cameras and/or videotapes is strictly forbidden and may result in discipline, up to and including termination of employment.

H. Employer Property

Lockers, computers, desks, bookshelves, and other employer-owned property are AMPS property and must be maintained according to AMPS rules and regulations. They must be kept clean and are to be used only for work-related purposes. AMPS reserves the right to inspect all AMPS property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any School property may be removed from the premises. Materials developed by an employee for purposes of his or her employment with AMPS are considered School property. All School property must be immediately returned upon termination of the employment relationship.

Employees are prohibited from deliberately performing acts that waste any of the resources of AMPS or unfairly monopolize any of the resources to the exclusion of others. These acts include, but are not limited to, using the e-mail system for other than business-related communications, sending multiple pictures using the e-mail system (unless specifically authorized to do so and business-related), sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in on-line chat groups, printing multiple copies of large documents, wasting paper frivolously, undertaking excessively large OCR scanning projects, or otherwise creating unnecessary network traffic.

I. Employee Property

For security reasons, employees should not leave personal belongings of value in the workplace (i.e. desks, bookshelves, counter, etc.). Terminated employees ~~should~~must remove as many personal items as time permits at the time they leave AMPS. Personal items left in the workplace are subject to storage, and eventually disposal if not claimed at the time of an employee's termination.

J. Dress Code and Other Personal Standards

~~Amethod Public School~~AMPS employees and volunteers serve as role models for the students and as representatives of AMPS. Consistent with these roles, all employees and volunteers shall dress professionally and appropriately relative to their specific job duties and responsibilities and shall adhere to standards of dress and appearance that are compatible with an effective learning environment. Wearing clothing which is sexually provocative or unduly revealing, which contains profane, vulgar, offensive or obscene statements or images, or which may disrupt the orderly operation of AMPS is prohibited.

Administrators and administrative support employees are expected to project a professional image and should dress appropriately for an office/business environment. Teachers and staff serve as role models, and they should maintain professional standards of dress and grooming. Physical education teachers, coaches and athletic volunteers should wear the appropriate

athletic attire necessary to meet the requirements of their job responsibilities and a sweat or warm-up suit when not actively teaching physical education classes or coaching. Site Directors and the CEO may also ~~determine different or more specific~~ amend these dress standards from time to time.

Specific examples of attire, or lack of attire, considered inappropriate and prohibited under this policy include but are not limited to:

- Excessively tight clothing;
- Clothing which promotes alcoholic beverages, tobacco, or the use of controlled substances by words or symbols;
- Tube tops;
- Plain white or tank top T-shirts;
- Clothing with slurs, political statements, slogans, etc., other than AMPS' logo and or School motto;
- Shorts or skirts that end more than 2 inches above the knee;
- Exposed body areas usually concealed by clothing such as torso, chest, back, stomach, etc.;
- Bright colored hair dye (unless as excused for school spirit functions or discussed with Site leaders);
- Clothing which contains profanity, nudity, depicts violence, or is sexual in nature by words or symbols;
- Open toed shoes, sandals, or flip flops;
- Tank tops or spaghetti strap tops;
- Undergarments worn as an outer garment or any see-through clothing that reveals an undergarment;
- Hats, visors, sunglasses, sweatbands, and bandanas (may be worn outside but must be removed when inside the workplace);
- Jeans (except as described in Friday Business Casual Dress Policy below).

AMPS does not discriminate against employees on the basis of race, which includes traits historically associated with race, including hair texture and protective hairstyles such as braids, locks and twists. Reasonable accommodations shall be made where appropriate and as approved in writing by the supervisor for those employees or volunteers who, because of a sincerely held religious belief, cultural heritage, or medical reason, request a waiver of a particular part of this policy. Accommodations due to a disability or for religious grooming or dress will be made unless such accommodation poses an undue hardship.

Piercings and Tattoos

Body piercings (e.g., jewelry affixed to the nose, tongue, cheek, lip, or eyebrow), other than appropriate earrings are prohibited. Tattoos should not be exposed and should be covered as best as possible.

Friday Business Casual Dress Policy

The normal dress code will be relaxed on Fridays to provide a more comfortable clothing standard and foster school/collegiate spirit. Fridays throughout the year will be designated as Business Casual Dress Day. It is the intent that each employee may choose to wear less formal attire as long as clothing is in good taste and will not negatively affect the Site's image. Casual dress is outlined as follows:

- Casual shirts: AMPS or site branded polo shirts. All shirts with collars, business casual crewneck or V-neck shirts, blouses, golf and polo shirts in school colors. College-branded shirts are acceptable. Examples of inappropriate shirts include; shirts with inappropriate slogans, tank tops, muscle shirts, camouflage and crop tops. In specified circumstances, T-shirts may be approved and provided for

specific events only.

- Pants: Casual slacks and trousers and jeans without holes, frays, etc. Examples of inappropriate pants include shorts (except for walking-length shorts), camouflage and pants worn below the waist or hip line.
- Footwear: Casual slip-on or tie shoes, dress sandals with heel straps and athletic shoes if approved by the department. Examples of inappropriate footwear include floppy sandals, flip-flops and construction or hunting boots.

K. Parking

Employees may park their vehicles in any AMPS marked space, if space permits. If space is unavailable, employees must park in permissible public areas on the streets in the vicinity of AMPS property. AMPS is not responsible for any loss or damage to employee vehicles or contents while parked on or off of AMPS property.

L. Solicitation and Distribution of Literature

In order to maintain and promote efficient operations, discipline, and security, AMPS maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and ~~break periods~~ rest breaks.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed.
3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed, unless they are approved by their supervisor to do so. Work area does not include School parking lots, break rooms, gates, or other similar outside areas unless an employee is assigned to work in such areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.
5. Non-employees must sign in at the front office before entering School property.

Violations of this policy may result in disciplinary action, up to and including termination.

M. Health and Safety Policy

AMPS is committed to providing and maintaining a healthy and safe work environment for all employees.

~~You~~ Employees are required to know and comply with AMPS' Safety Manual and to follow

safe and healthy work practices at all times.

~~You~~ Employees are required to report immediately to AMPS' Site Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

N. Communicable Diseases

Introduction

Employees must stay away from the office if they have symptoms of or have been diagnosed with a communicable illness in order to reduce the possibility that it will spread to others.

AMPS does not discriminate against any job applicant or employee based on the individual having a communicable illness or being associated with someone who does. AMPS will not retaliate against an applicant or employee for providing this information to AMPS.

General Guidelines

Decisions involving persons who have or may have a communicable illness shall be based on current and well-informed medical judgments concerning the disease, as well as the following factors:

1. Whether the individual has been diagnosed with the illness;
2. Whether the individual has been exposed to an individual with the illness;
3. Whether the individual has symptoms that are similar to those associated with the illness;
4. Whether the individual has been exposed to an individual who has symptoms that are similar to those associated with the illness;
5. Whether the individual has traveled to locations or been exposed to others who have traveled to locations where there is a high population of individuals with the illness;
6. The risks of transmitting the illness to others;
7. The symptoms and any other special circumstances of each individual who has or may have the illness;
8. Any factor used by a government agency, including but not limited to, the United States Center for Disease Control (CDC), for the purpose of maintaining the safety and security of our citizens.

Other factors could be considered as well.

As a m ~~Managers, or and~~ supervisors, you're responsible for:

- Consulting with Human Resources for guidance regarding employees who report symptoms and/or diagnosis of a communicable disease.
- Preventing discrimination against any job applicant or employee based on the individual having a communicable disease.
- Maintaining the privacy of all information about an employee's medical condition with anyone other than Human Resources or any government agency that requires reporting.
- Preventing discrimination against any job applicant or employee based on the individual having a communicable disease.
-

Communicable Illness Defined

A communicable illness is a serious illness or disease that can be directly or indirectly transferred from an infected individual to another person, including, but not limited to measles, mumps, chickenpox, coronavirus, influenza (certain types including H1N1), viral Hepatitis-A (infectious Hepatitis), viral Hepatitis-B (serum Hepatitis), leprosy, SARS (Severe Acute Respiratory Syndrome), TB (Tuberculosis - infectious), plague, yellow fever, viral hemorrhagic fevers, meningitis, and encephalitis. The definition of communicable illness may be revised in accordance with information received from the CDC or other public health officials.

Reporting Procedure

To help keep all employees safe, ~~please employees must~~ follow these procedures. ~~You~~ Employees must inform Human Resources if you are: (a) diagnosed with a communicable illness; or (b) if you believe you may have been exposed to a person so diagnosed; (c) if you have recently visited a location in which there has been a high population of individuals diagnosed with an illness; (d) you do not feel well or are exhibiting any symptoms associated with the illness in question. This information will be kept confidential to the extent reasonably possible. AMPS will not reveal any information other than as required to meet business necessities.

Work Restrictions

For safety and security purposes, as well as to comply with all applicable law, AMPS reserves the right to request that any individual who has or may have a communicable illness, or who has had contact with anyone who has or may have a communicable illness, not enter the workplace or attend any work-related function outside the premises.

Certain employees who can complete job duties remotely may have the option to work from home, subject to the discretion and prior approval of AMPS. Additionally, leaves of absence, use of vacation or other arrangements may be an option. Depending on the circumstances, AMPS may offer other options.

Duty to Maintain Privacy

AMPS will administer this policy in accordance with applicable laws and regulations, including but not limited to the Americans with Disabilities Act and its amendments, the Genetic Information Non-Discrimination Act, the Health Insurance Portability and Accountability Act of 1996, the Occupational Safety and Health Act, other related federal law, and state law related to the same or similar issues, including but not limited to mandatory paid sick and safe time laws. AMPS ~~aims to will~~ treat any medical information obtained under this policy as confidential to the extent possible in accordance with applicable law. In the event any provision of this policy conflicts with applicable federal, state or local law, AMPS will follow the law. AMPS will strive to maintain any information about an employee's medical condition, or that of a family member, in the strictest of confidence and to see that this information is shared only on a "need to know" basis.

~~All managers and supervisors, you're responsible for:~~

- ~~• Consulting with Human Resources for guidance regarding employees who report symptoms and/or diagnosis of a communicable disease~~
- ~~• Maintaining the privacy of all information about an employee's medical condition with anyone other than Human Resources or any government agency that requires reporting.~~
- ~~• Preventing discrimination against any job applicant or employee based on the individual having a communicable disease.~~

O. Drug and Alcohol Abuse Policy

It is the intent of AMPS to promote a safe, healthy, and productive work environment for all employees. We believe our employees have the right to work in an alcohol and drug-free

environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join us in achieving our goal of a safe and productive drug-free workplace.

For purposes of this policy, "~~illegal~~ drugs" includes ~~se~~, but ~~is is~~ not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana and marijuana vaping or other recreational marijuana use), ~~and~~ prescription drugs that impair the employee's ability to perform their job duties safely and effectively, as well as prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). While the use of marijuana has been legalized under California law for medicinal and recreational uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by AMPS. "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

Commented [25]: I revised this definition to also include legal prescription drugs that impairs an employee's ability to perform their job safely and effectively.

AMPS complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of ~~illegal~~ drugs, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of ~~illegal~~ drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of ~~illegal~~ drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), ~~illegal~~ drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on AMPS' premises;
- Refusing to submit to an inspection or testing when requested by AMPS;
- Being under the influence of ~~illegal~~ drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on AMPS' premises and/or attending a School function or event;
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to keep all prescribed medicine in its original container.

In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by AMPS where alcohol is served or while entertaining actual or prospective donors to AMPS. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing AMPS.

Searches

AMPS may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This may include desks, storage areas and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Commented [26]: Please be advised that the School must have reasonable suspicion to conduct a search of employee property. As a result, any employee who will be conducting searches on behalf of the School must be properly trained in what constitutes reasonable suspicion. Please feel free to follow up with our office if you have any questions in this regard.

Testing

AMPS may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom AMPS reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a ~~positive screen~~ violation of this policy. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. AMPS shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

Violations

~~COMPLIANCE WITH THIS POLICY IS A CONDITION OF EMPLOYMENT AT AMPS. FAILURE OR REFUSAL OF AN EMPLOYEE TO COOPERATE FULLY, SIGN ANY REQUIRED DOCUMENT, OR SUBMIT TO ANY INSPECTION OR TESTING WILL RESULT IN DISCIPLINE, UP TO AND INCLUDING TERMINATION. FURTHERMORE, ANY~~ Any violations of this policy may result in disciplinary action, up to and including termination, at AMPS' sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, School may report such illegal drug activities to an appropriate law enforcement agency.

P. Smoking

AMPS sites are all non-smoking facilities. Smoking is prohibited on AMPS property and campuses.

Q. Security Protocols

The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. To help maintain a secure

workplace, be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Site Director or your supervisor immediately.

Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your work station that may be accessible. You should immediately notify Human Resources when keys are missing or if security access codes or passes have been breached.

R. Safety and Incident Reporting

AMPS is committed to providing a safe working environment ~~and accident prevention is of primary importance in all phases of operation and administration~~ and preventing accidents. The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt about how to perform a job or task safely, he or she should request assistance. All employees must report unsafe conditions to management immediately and remedy them to the extent possible. Employees must also report fires or other emergencies by calling 911. Employee must immediately, or as soon as is practical, report any accident or injury occurring during work or on School premises to management, to allow AMPS to appropriately respond.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. AMPS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School's Safety Manual or safety and health rules, practices and procedures could result in disciplinary action up to and including termination.

S. Driving on AMPS Business

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid driver's license and proof of effective auto liability insurance coverage. Employees whose job duties include driving must follow all traffic laws at all times and practice safe driving.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe- manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by AMPS or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability. Any employee who has an accident while driving on AMPS business must report that accident immediately to his or her supervisor.

Commented [27]: If the School is not doing so already, I recommend requiring voluntary drivers to sign an agreement specifically agreeing to the terms set forth in this policy, and also providing necessary information to the School (for example, their driver's license number and insurance information).

AMPS will reimburse employees using a personal vehicle for mileage when on AMPS business at ~~a reimbursement rate set by AMPS~~ [the IRS mileage rate](#). Employees are required to keep a record of the number of miles driven to perform their job duties.

Commented [28]: I recommend using the standard IRS mileage rate so there is no question as to whether employees have been adequately reimbursed for miles driven on School business.

DRAFT

EMPLOYEE LEAVES AND BENEFITS

A. Holidays

AMPS calendar reflects any and all holidays observed by AMPS. School classes are not in session on holidays observed by AMPS. When a holiday falls on a workday, that workday is the holiday. When a holiday falls on a Saturday, the preceding Friday is treated as the holiday. When a holiday falls on a Sunday, the subsequent Monday is treated as the holiday.

The following days are observed as paid holidays by AMPS:

1. New Year's Day
- ~~2.~~ Martin Luther King Jr. Day
- ~~2-3.~~ Lunar New Year
- ~~3-4.~~ President's Day
- ~~5.~~ Friday of Spring Break Week
- ~~4-6.~~ Genocide Day
- ~~5-7.~~ Memorial Day
- ~~6-8.~~ Juneteenth
- ~~7-9.~~ Independence Day
- ~~8-10.~~ Labor Day
- ~~9-11.~~ Indigenous Peoples' Day
- ~~10-12.~~ Veteran's Day
- ~~11-13.~~ Thanksgiving Day
- ~~12-14.~~ Friday after Thanksgiving
- ~~13-15.~~ Christmas Eve
- ~~14-16.~~ Christmas Day
- ~~15-17.~~ New Year's Eve

To be eligible for holiday pay, an employee must either be a non-exempt employee who works on average at least thirty (30) hours per workweek, and who would normally be scheduled to work on the day on which the holiday falls. Holiday pay will be based on each employee's work schedule; in other words, an employee who normally works 4 hours per day will receive 4 hours of holiday pay, and an employee who works 8 hours per day will receive 8 hours of holiday pay. Holiday hours do not count as hours worked for purposes of calculating overtime.

B. Vacation Policy

Teachers, Paraprofessionals, Teacher Assistants, College Advisors, Schools Counselors, ASES Coordinators and other certificated staff do not accrue vacation days. All other regular full-time employees (as defined in this Handbook) begin to earn and accrue vacation starting on the first day of employment at a rate of 6.67 hours per month up to 80 hours of vacation time per year. Vacation time can accrue up to a maximum cap of 1.5 times the annual accrual maximum, which is 120 hours of vacation time. Once the 120 hour cap is reached, employees will cease to accrue further vacation time until the employee's accrued vacation time falls below that cap. When vacation time falls below the cap of 120 hours, then vacation will begin to accrue again. Vacation accrues on an as-worked basis. Vacation will not accrue during any unpaid leave of absence, inactive time, unpaid time, or non-working time or during any period when the employee's vacation time was at the maximum cap.

All employees must have supervisory approval before taking vacation, by submitting a form available from Human Resources to their direct supervisor at least two weeks prior to the day~~te(s)~~ requested. Failure to submit this request with at least two weeks in advance may result in denial of the request. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although AMPS will

attempt to accommodate vacation request to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and AMPS reserves the right to deny a vacation request based on operational needs of AMPS. AMPS reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

Employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, AMPS reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law.

C. **Paid Sick Leave**

Paid sick leave is available to all School employees who work for the School for more than thirty (30) days within a year and who work at least two (2) hours within a year within the City of Oakland. At the beginning of each fiscal year, all AMPS employees will be granted 10 days of Paid Sick Leave for use during that fiscal year. Mid-year hires will receive a prorated allowance of Paid Sick Leave based on their start date, rounded to the nearest whole day. Accrued sick leave carries over from year to year. Sick leave is subject to an accrual cap of [INSERT] hours. Once this cap is reached, no further sick leave will accrue until some is used. When sick leave is used, sick leave will begin to accrue again. There is no retroactive grant of sick leave for the period of time the accrued sick leave was at the cap.

AMPS will not compensate an employee for unused paid sick days upon termination, resignation, retirement, or other separation from employment. However, if an employee separates from AMPS and is rehired by AMPS within one year from the date of separation, any previously accrued and unused paid sick leave shall be reinstated. The employee shall be entitled to use that previously accrued and unused paid sick leave and to accrue additional paid sick leave upon rehiring, subject to this policy.

Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., An employee may use paid sick leave not only when he or she is ill or injured or for the purpose of the employee's receiving medical care, treatment, or diagnosis, but also to aid or care for the following persons when they are ill or injured or receiving medical care, treatment, or diagnosis: the employee's child; parent; legal guardian or ward; sibling; grandparent; grandchild; and spouse, registered domestic partner under any state or local law, or designated person (i.e., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. There is a window of ten (10) work days for the employee to make this designation. Thereafter, the opportunity to make such a designation, including the opportunity to change such a designation previously made, shall be extended to the employee on an annual basis, with a window of ten (10) work days for the employee to make the designation.- Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

The employee may use all or any percentage of his or her paid sick leave to aid or care for the aforementioned persons. The aforementioned child, parent, sibling, grandparent, and grandchild relationships family members include not only biological relationships but also relationships resulting from adoption; step-relationships; and foster care relationships. "Child" as used herein includes a child of a domestic partner and a child of a person standing in loco

Commented [29]: This policy has been updated in accordance with the Oakland Sick Leave Ordinance, as detailed further below.

Commented [30]: Please note that pursuant to the Oakland Sick Leave Ordinance, employees must accrue a minimum of one hour of sick leave for every thirty hours worked. The Ordinance does not appear to allow the School to provide employees with a lump sum of sick leave. As such, I would recommend revising the School's policy to allow employees to accrue sick leave as worked.

Commented [31]: Please note that pursuant to the Oakland Sick Leave Ordinance, employees must accrue a minimum of one hour of sick leave for every thirty hours worked. The Ordinance does not appear to allow the School to provide employees with a lump sum of sick leave. As such, I would recommend revising the School's policy to allow employees to accrue sick leave as worked.

Commented [32]: If the School revises this policy to allow employees to accrue sick leave (versus being allotted a lump sum), then please note that the School would be required to carry over sick leave subject to an accrual cap of no less than 72 hours (pursuant to the Oakland Sick Leave Ordinance). Though, the School can place a more generous cap.

Commented [33]: Please note that as of January 1, 2023, California law now allows employees to use sick leave to care for a designated person. Though, employees were already entitled to use sick leave to care for a designated person under the Oakland Sick Leave Ordinance.

parentis.

If the employee has no spouse or registered domestic partner, the employee may designate one person as to whom the employee may use paid sick leave to aid or care for that person in lieu of a spouse or registered domestic partner. AMPS will give employee the opportunity to make such designation as is required by applicable sick leave laws.

AMPS will not require, as a condition of an employee's taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave. Employees who wish to use paid sick leave can do so upon a verbal or written request. When possible, employees must give reasonable advance notification of an absence from work for which paid sick leave will be used. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. When an employee is out due to illness for three (3) or more workdays, a doctor's note certifying the need for the absence and the employee's fitness to return to duty may be required. Employees out on sick leave for more than five (5) consecutive work days will be required to discuss leave of absence options with Human Resources.

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

AMPS will not retaliate or discriminate against an employee for using accrued sick leave, attempting to exercise the right to use accrued sick leave, or cooperating in an investigation of an alleged violation of this policy.

D. Unpaid Leave of Absence (Medical)

On occasion, an employee may need a medical leave of absence that extends beyond limits under any state or federal mandatory leave law. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws and in accordance with this policy. In these situations, a medical leave of absence may be granted for disabilities based upon a health care provider's written certification of a qualifying disability, unless such leave would cause an undue hardship. Such disability leaves will be considered on a case-by-case basis, consistent with the CompanySchool's obligations under federal and state disability laws. Employees should request any leave in writing as far in advance as possible. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, AMPS does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

A medical leave begins on the first day your doctor certifies that you are unable to work. AMPS will require medical documentation from your healthcare provider showing the date you became disabled and the anticipated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

Upon return from medical leave, you will be offered the same position you held at the time your leave began, if available and/or as required by law. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is

available, your return to work will depend on job openings existing at the time of your scheduled return. AMPS will comply with any reinstatement obligations under state or federal law.

~~California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions.~~

Disability leaves under this section are unpaid. Employees on leave due to a medical condition or disability may be eligible to receive state disability compensation through State Disability Insurance (SDI) or Paid Family Leave (PFL). In both instances, employees must directly contact the California Employment Development Department (EDD).

E. Discretionary Unpaid Leave of Absence (Non-Medical)

AMPS may grant a discretionary leave of absence to employees in certain unusual circumstances when requested by the employee. There is no guaranteed right to take a discretionary unpaid leave of absence and if such a leave is granted, there is not guaranteed right to reinstatement.

It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor and Human Resources, AMPS will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, PSL, or holiday benefits while they are on unpaid discretionary leaves of absence.

Employees will be required to use any accrued vacation before taking an unpaid discretionary leave of absence. Unless otherwise required by law, AMPS does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

F. Family and Medical Leave Act (FMLA)

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

• Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

• Events That May Entitle an Employee To FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by

Commented [34]: I combined the FMLA and CFRA policies in an effort to streamline and condense the employee handbook. This policy also includes all recent legal updates to the FMLA and CFRA, including the addition of "designated persons" to the list of qualifying family members under the CFRA.

the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.

2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

- a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

- c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

- d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.

Commented [35]: The CFRA was also updated recently to allow employees to use leave to care for a designated person with a serious health condition.

4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.

5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

• Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5)

eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA/CFRA Leave

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

- Health Benefits

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

confirmation of the arrangements made for the payment of insurance premiums during the leave period.

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

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

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

- Seniority

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

- Medical Certifications

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

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the [INSERT PERSONNEL]. An employee asking

for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.

2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

• Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

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

• Employment during Leave

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

~~AMPS provides leave pursuant to the federal Family and Medical Leave Act ("FMLA"), which provides for unpaid, job-protected leave to covered employees in certain circumstances. This policy provides employees with information concerning FMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with leave under the California Family Rights Act ("CFRA") and any other leave provided under applicable law. Please see the policy on CFRA Leave in this handbook for additional information.~~

Eligibility Conditions

~~To be eligible for leave under this policy, you must: (1) have been employed by the Company for a total of at least 12 months at any time prior to the commencement of a qualifying leave (which need not be consecutive); (2) have worked for the Company for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.~~

~~For employees with no fixed worksite, the worksite is the site to which they are assigned as their home base, from which their work is assigned, or to which they report.~~

Leave Entitlement

~~The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period.~~

~~Leave will be granted to eligible employees for any of the following purposes:~~

- ~~• the birth of the employee's child, or placement of a child with the employee for adoption or foster care, and in order to care for that child;~~
- ~~• to care for a spouse, parent, son or daughter* with a serious health condition~~
- ~~• to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or~~
- ~~• a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).~~

~~*The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either (1) under 18 years of age, or (2) 18 years of age or older and incapable of self-care because of a mental or physical~~

disability.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

Calculating the 12-Month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken, the Company uses a rolling 12-month period measured backward from the date an employee uses his or her FMLA leave.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves.

Intermittent Leave and Reduced Leave Schedules

You may take FMLA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your own serious health condition or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

AMPS will reduce an exempt employee's salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced leave schedule, AMPS may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under the CFRA. However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under the FMLA. Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave.

Once the pregnant employee is no longer disabled, or once the employee has exhausted pregnancy disability leave and has given birth, the employee may apply for leave under the CFRA for purposes of baby bonding.

Please see the policies on CFRA Leave and Pregnancy Disability Leave in this handbook for additional information.

Duty to Provide Advance Notice of the Need for Leave

Employees are required to give advance notice of their need for a leave whenever such need is foreseeable. The notice should describe the reason for the requested leave, the anticipated duration of the leave, and the anticipated date the leave will begin. Employees ordinarily must provide at least 30 days advance notice in writing to Human Resources. If the leave is not foreseeable at least 30 days in advance, the employee must give as much advance notice as is practicable. Calling out "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's lawful questions to determine if absences are potentially FMLA-qualifying. If employees fail to explain the reasons for FMLA leave, the leave may be denied.

Notice of Eligibility for, and Designation of, FMLA Leave

Please contact Human Resources as soon as you realize the need for FMLA leave.

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees. In other cases, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

Medical Certifications

AMPS requires employees to provide certification of their need for leave. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FMLA leave.

If the leave is needed to care for a sick child, spouse, or parent, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimation of the frequency and duration of the leave required to care for the family member; and
- Confirmation that the serious health condition warrants your participation.

If your own serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are absent because of your own serious health condition, the Company will also require a medical release to return to work form or certification from your health care provider that you are able to resume work. Failure to provide a release to return to work certificate from your health care provider will result in denial of reinstatement until the certificate is obtained.

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember must be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Health and Benefits Plans

If you are taking FMLA leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover premiums paid to maintain health coverage if you fail to return to work following FMLA leave.

Substitution of Paid Leave

Generally, FMLA leave is unpaid. The Company may require, or you may choose, to use accrued paid leave while taking FMLA leave.

No Work While on Leave

The taking of another job while on FMLA leave may be grounds for immediate discharge, to the extent permitted by applicable law.

Reporting Changes to Anticipated Return Date

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

Reinstatement

Under most circumstances, upon return from FMLA leave you will be reinstated to your original job or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on FMLA leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

Any request for additional leave for an employee's own serious health condition after the leave period provided by law has ended will be treated as a request for disability accommodation.

Administration of Policy

The Company intends to administer this policy in accordance with the requirements of the state and federal laws regulating family and medical leaves. The Company is committed to complying with the FMLA and CFRA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFRA. Whenever permissible by law, the Company will run FMLA leave concurrently with the CFRA and any other leave provided under state or local law.

If employees believe their FMLA rights have been violated, they should contact Human Resources. The Company will investigate any such complaints and take prompt and appropriate remedial action to address and/or remedy any violation.

G. — California Family Rights Act (CFRA)

AMPS provides leave pursuant to the California Family Rights Act ("CFRA"), which provides for unpaid, job-protected leave to covered employees in certain circumstances. This policy provides employees with information concerning CFRA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run CFRA leave concurrently with leave under the federal Family and Medical Leave Act ("FMLA"). Please see the policy on FMLA Leave in this handbook for additional information.

Eligibility Conditions

To be eligible for leave under this policy, you must: (1) have been employed by the Company for a total of at least 12 months at any time prior to the commencement of a qualifying leave (which need not be consecutive); and (2) have worked for the Company for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Leave Entitlement

The CFRA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period.

Leave will be granted to eligible employees for any of the following purposes:

- the birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- to care for a child of any age, parent, grandparent, grandchild, sibling, spouse or domestic partner with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the functions of your position, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions (which is covered by Pregnancy Disability Leave); or
- a qualifying exigency of a spouse, domestic partner, child or parent in the Armed Forces of the United States.

Calculating the 12-Month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken, the Company uses a rolling 12-month period measured backward from the date an employee uses his or her CFRA leave.

Intermittent Leave and Reduced Leave Schedules

You may take CFRA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your own serious health condition or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

AMPS will reduce an exempt employee's salary based on the amount of time actually worked. Pregnancy, Childbirth or Related Conditions and Baby Bonding

~~Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as CFRA leave. However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under the FMLA. Employees who take time off for pregnancy disability and who are eligible for FMLA leave will be placed on FMLA leave that runs at the same time as their pregnancy disability leave.~~

~~Once the pregnant employee is no longer disabled, or once the employee has exhausted pregnancy disability leave and has given birth, the employee may apply for leave under the CFRA for purposes of baby bonding.~~

~~Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA leave (for birth/ placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.~~

~~Duty to Provide Advance Notice of the Need for Leave~~

~~Employees are required to give reasonable advance notice of their need for a leave whenever such need is foreseeable. The notice should describe the reason for the requested leave, the anticipated duration of the leave, and the anticipated date the leave will begin. Employees ordinarily must provide at least 30 days advance notice in writing to Human Resources. If the leave is not foreseeable at least 30 days in advance, the employee must give as much advance notice as is practicable. Calling out "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for CFRA leave under this policy. Employees must respond to the Company's lawful questions to determine if absences are potentially CFRA-qualifying. If employees fail to explain the reasons for CFRA leave, the leave may be denied.~~

~~Notice of Eligibility for, and Designation of, CFRA Leave~~

~~Please contact Human Resources as soon as you realize the need for CFRA leave. Employees requesting CFRA leave are entitled to receive written notice from the Company telling them whether they are eligible for CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for CFRA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Company's designation of leave as CFRA-qualifying or non-qualifying, and if not CFRA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.~~

~~The Company may retroactively designate leave as CFRA leave with appropriate written notice to employees. In other cases, the Company and employee can mutually agree that leave be retroactively designated as CFRA leave.~~

~~Medical Certifications~~

~~AMPS requires employees to provide certification of their need for leave. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received,~~

the leave may not be considered CFRA leave.

If the leave is needed to care for a covered family member, you must provide a certification from the health care provider stating:

- ~~Date of commencement of the serious health condition;~~
- ~~Probable duration of the condition;~~
- ~~Estimation of the amount of time the health care provider believes you need to care for the family member; and~~
- ~~Confirmation that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.~~

If your own serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- ~~Date of commencement of the serious health condition;~~
- ~~Probable duration of the condition; and~~
- ~~Statement that due to the serious health condition, you are unable to perform the functions of your position.~~

If you are absent because of your own serious health condition, the Company will also require a medical release to return to work form or certification from your health care provider that you are able to resume work. Failure to provide a release to return to work certificate from your health care provider will result in denial of reinstatement until the certificate is obtained.

Health and Benefits Plans

If you are taking CFRA leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover premiums paid to maintain health coverage if you fail to return to work following CFRA leave.

Substitution of Paid Leave

Generally, CFRA leave is unpaid. If you take time off for your own serious health condition, you may choose, or the Company may require, you to use accrued paid leave while taking CFRA leave. However, you will not be required to use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner with a serious health condition. Rather, in that instance, you and the Company may mutually agree for you to use sick leave.

No Work While on Leave

The taking of another job while on CFRA leave may be grounds for immediate discharge, to the extent permitted by applicable law.

Reporting Changes to Anticipated Return Date

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide

~~the Company with reasonable notice of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to restore their positions will cease.~~

Reinstatement

~~Under most circumstances, upon return from CFRA leave you will be reinstated to your original job or to a comparable position. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.~~

~~Any request for additional leave for an employee's own serious health condition after the leave period provided by law has ended will be treated as a request for disability accommodation.~~

Administration of Policy

~~The Company is committed to complying with the CFRA and shall interpret and apply this policy in a manner consistent with the CFRA. Whenever permissible by law, the Company will run CFRA leave concurrently with any other leave provided under federal, state or local law, including leave under the federal Family and Medical Leave Act (FMLA). See the FMLA Leave policy in this handbook for additional information.~~

~~If you believe your CFRA rights have been violated, you should contact Human Resources. The Company will investigate any such complaints and take prompt and appropriate remedial action to address and/or remedy any violation.~~

H.G. Pregnancy Disability Leave

Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

For purposes of this policy, you are disabled when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a healthcare provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, postpartum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. You are affected by pregnancy if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation.

AMPS will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- She requests a transfer or other accommodation; [and](#)
- The request is based upon the certification of her health care provider as ["medically advisable"](#); and

- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

As part of this accommodation process, no additional position will be created and AMPS will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, you must:

- Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
- Provide a signed medical certification from your healthcare provider that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation.
- AMPS may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

Duration

AMPS will provide you with a Pregnancy Disability Leave of Absence for the duration of your pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by your healthcare provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

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

Reinstatement

If you and AMPS have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify AMPS that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two (2) business days, where feasible, after you notify AMPS of your readiness to return.

Before you will be allowed to return to work in your regular job following a leave of absence or transfer, you must provide Human Resources with a certification from your healthcare provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for

work, you will be sent home until a release is provided. Any time you are not allowed to work due to not having provided the required release will be unpaid.

You will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, AMPS will provide you with a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, you would have been laid off regardless of the leave, or you would not have been offered a comparable position, then the employee will not be entitled to reinstatement.

When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above). If the employee can return with limitations, the School will evaluate those limitations, and if possible, will accommodate the employee as required by law. If the accommodation cannot be made, the employee will be medically separated from the School.

Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless you are taking additional leave provided by law or AMPS policy or AMPS has otherwise approved you to take additional time off.

Pay During Leave and Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence as regulations allow. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting vacation or sick leave for unpaid leave.

Employees should apply for California State Disability insurance ("SDI") benefits. SDI forms are available from AMPS or your healthcare provider. Any SDI for which you are eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that you do not receive more than 100% of your regular pay.

Health Benefits

AMPS will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If you take additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, AMPS will continue your health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: You take 17.33 workweeks off due to a pregnancy disability. Assuming you are eligible for FMLA and CFRA leave, your Pregnancy Disability Leave will also be concurrently covered by FMLA and your group health insurance coverage would continue for the entire 17.33 workweek period. If, after your pregnancy disability leave and FMLA Leave, has been completed, you wish to take 12 additional weeks off from work to bond with a new baby under CFRA, COMPANY the School will continue your health insurance benefits for the 12 workweek period.

In some instances, AMPS may recover premiums it paid to maintain health insurance benefits if you fail to return to work following your pregnancy disability leave for reasons other than

taking additional leave afforded by law or AMPS policy or not returning due to circumstances beyond your control that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - a. The employee is taking a leave of absence under the CFRA.
 - b. There is a continuation, reoccurrence, or onset of a health condition that entitles the employee to pregnancy disability leave.
 - c. There is a non-pregnancy related medical condition requiring further leave.
 - d. Any other circumstances beyond the control of the employee.

Seniority

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

I.H. Military and Military Spousal Leave of Absence

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA. Further, if you are a spouse or registered domestic partner of a member of the military, you may be entitled to an unpaid leave during a period of military conflict. For information on military leave, contact Human Resources.

Eligibility for Military Leave

AMPS provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services include the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

Service consists of the performance of any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty and absence from work for an examination to determine fitness for such duty. Total military leave time may not exceed five years during employment, except in special circumstances.

Notice of Military Leave

When an employee receives orders for any active military duty (including any call to active duty), the employee must advise his or her manager or Human Resources immediately of the pending absence, unless military necessity requires otherwise or if providing notification would be impossible or unreasonable. In such an event, the employee must advise his/her/their manager or Human Resources of the need for military leave as soon as possible after becoming aware of the need for the leave.

Accrued vacation time will be paid during military leave at your request. Employees on military leave may elect to continue their health plan coverage at their own expense for up to 24 months or during the period of service, whichever is shorter.

Reinstatement from Military Leave

Except for employees serving in the National Guard, AMPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within the timelines noted below, as required by law. For those employees serving in the National Guard, if he or

Commented [36]: This section has been updated in accordance with reinstatement rights under USERRA.

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

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

~~In order to be eligible for reinstatement, the employee must have provided advance notice of the military obligation and have completed his or her service honorably.~~ Employees who are absent from work 30 days or less or who are absent to take a fitness exam must report to work at the beginning of the first regularly scheduled work day falling 8 hours or more after the employee returns home. If the employee serves 31 to 180 days, he or she must apply for reemployment within 14 days after completing service. If the employee has served 181 days or more, he or she must apply for reemployment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Temporary employees may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be reemployed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, AMPS will provide training to assist the employee in the transition back to the workforce.

An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began. Upon reinstatement, the employee will accrue vacation benefits at the rate he or she would have attained if no military leave had been taken. USERRA supersedes state laws that limit or condition its rights or benefits; however, it does not displace state laws that provide greater rights. Please contact Human Resources for further details.

Employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veteran's Code. Among other things, the Code prohibits discrimination against members of the military or naval services of the state or the United States, and grants members of the National Guard or U.S. Reserve a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, and special exercises or like activities. This leave is not to exceed 17 calendar days annually.

Family Military Leave California

Employees who work more than twenty (20) hours per week and who are the spouses/registered domestic partners of certain military personnel may receive up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a "qualified leave period" means the period during which the individual is on leave from deployment during a period of military conflict. An employee is eligible for leave under this policy if he or she:

- Is the spouse/ registered domestic partner of a person who: (a) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or (b) is a member of the National Guard

- or of the Reserves who has been deployed during a period of military conflict;
- Provides notice of his or her intention to take leave within two business days of receiving notice that his or her spouse will be on leave from deployment; and
- Submits written documentation certifying that their spouse will be on leave from deployment during the time the leave is requested.
- Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.
- Leave taken under this policy will not affect an employee's right to any other benefits. AMPS will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy. For more information, please contact your supervisor or the Human Resources Department.

J.I. Jury Duty/Witness Duty

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either AMPS or the employee may request an excuse from jury/witness duty if, in AMPS' judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with AMPS, AMPS will provide time off with pay.

K.J. Time-Off for Voting

AMPS encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then AMPS will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two [\(2\)](#) working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballot from work.

L.K. Emergency Duty/Training Leave

In California, no employee shall receive discipline for taking time off to perform emergency

duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

M.L. Suspended Pupil/Child Leave

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present AMPS' letter, which requests the employee's appearance at AMPS, to his or her supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

N.M. Leave for Victims of Crime and Abuse

AMPS will not discharge or in any manner discriminate or retaliate against an employee who is a victim of crime or abuse. For purposes of this policy, "victim of crime or abuse" refers to (A) a victim of stalking, domestic violence, or sexual assault; (B) a victim of a crime (regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime) that caused physical injury or that caused mental injury and a threat of physical injury; and (C) a person whose immediate family member is deceased as the direct result of a crime.

The [CompanySchool](#) will permit a victim of crime or abuse to take time off from work to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or his or her child. Additionally, the [CompanySchool](#) will permit a victim of crime or abuse to take time off work for the following purposes:

- (1) To seek medical attention for injuries related to the crime or abuse.
- (2) To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- (3) To obtain psychological counseling or mental health services related to an experience of crime or abuse.
- (4) To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

In order to take time off, the employee must provide reasonable advance notice unless doing so is not feasible. When an unscheduled absence occurs, the [CompanySchool](#) will not take any action against the employee if the employee provides proof explaining the reason for his or her absence within a reasonable time. ~~Proof can be a police report, court order, doctor's or counselor's note or similar document, or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized by applicable law.~~

Additionally, employees who have been victims of serious or violent felonies, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. ~~Employees must provide a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the Company of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the Company with documentation evidencing the judicial proceeding within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.~~

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees may choose to use paid sick leave that is otherwise available to the employee when taking time off under this policy.

A victim of crime or abuse may also request a reasonable accommodation for his or her safety while at work. AMPS will then engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations. The CompanySchool will consider any exigent circumstance or danger facing the employee to determine whether an accommodation is reasonable. If the accommodation is reasonable and will not impose an undue hardship, the CompanySchool will make the accommodation. Reasonable accommodations may include putting in locks, changing the employee's shift or phone number, transferring or reassigning the employee, helping the employee to document instances of crime or abuse, implementing a safety procedure or another adjustment to a job structure, workplace facility, or work requirement, or referral to a victim assistance organization.

The CompanySchool will maintain as confidential any verbal or written statement, police or court record, or other documentation provided to the CompanySchool identifying an employee as a victim of crime or abuse. Such information will not be disclosed by the CompanySchool except as required by state or federal law or as necessary to protect the employee's safety in the workplace.

Commented [37]: I included more information here about the type of documentation permitted under this leave.

Q.N. School and Daycare Appearance and Activities Leave

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of AMPS or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency activities of a child's school or child care. You may take no more than eight (8) hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. You may be asked to provide documentation from AMPS or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

If both parents or guardians of a child work for AMPS, only one parent – the first to provide notice – may take the time off, unless AMPS approves both parents taking time off simultaneously.

~~An employee who is a parent or guardian of a child who has been suspended from school is allowed time off if he/she/they is requested to appear at AMPS in connection with that suspension. Employees are required to provide reasonable notice of the requested appearance to Human Resources. Employees wishing to take such leave may utilize accrued vacation or take the time unpaid.~~

Commented [38]: I removed this language as it is already included elsewhere in this handbook.

P.O. Adult Literacy Leave

AMPS will make reasonable accommodations for any employee who reveals a literacy problem and requests that AMPS assist him in enrolling in an adult literacy program, unless it would create a hardship for AMPS.

AMPS will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

AMPS will take reasonable steps to safeguard the privacy of any employee who identifies him or herself as an individual with a literacy problem. The employee can contact Human Resources.

An employee who is performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While AMPS encourages employees to improve their literacy skills, AMPS will not reimburse employees for the costs incurred in attending a literacy program.

Q.P. Alcohol and Drug Rehabilitation Leave

AMPS encourages employees with drug or alcohol abuse problems to seek needed counseling and treatment. Employees who are unable to find assistance may contact Human Resources to receive information about finding help. Any communications initiated by an employee and not as a result of a violation of this policy will be treated as confidentially as is possible.

AMPS will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation will not impose an undue hardship for AMPS. Any such leave shall be unpaid except that, to the extent that employees have accrued sick or vacation they must use it. Sick or vacation will not accrue while an employee is on Rehabilitation leave, nor will the employee receive holiday pay.

Requesting assistance for substance abuse does not relieve the employee of his/her/their responsibility to meet performance, safety and attendance expectations. Rehabilitation expenses will be paid by the employee unless coverage is provided under a health insurance policy. Satisfactory participation in and completion of a rehabilitation program approved by AMPS is a condition of continuing employment.

R.Q. Civil Air Patrol Leave

Pursuant to California law, AMPS will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give AMPS as much notice as possible of the intended dates upon which the leave would begin and end. AMPS will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

S.R. Leave for Bone Marrow and Organ Donors

Pursuant to California law, AMPS will provide up to five (5) business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, AMPS will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of *unpaid* leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide AMPS with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, AMPS will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give AMPS as much notice as possible of the intended dates upon which the leave would begin and end.

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

T.S. Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Full-time employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member. Full-time employees are entitled to a leave of up to

Commented [39]: While the School may have grounds to terminate an employee if their alcohol/drug use is impacting their ability to safely /satisfactorily perform their job duties, I would caution the School against terminating an employee for failure to complete a voluntary rehab program if their job duties are not otherwise impaired or if the employee has not violated the School's drug and alcohol use policy.

Commented [40]: California law was recently updated to allow employees working at least 30 days for an employer to receive no less than 5 days of unpaid bereavement leave.

~~three (3) work days without loss of pay due to a death in the immediate family (parent, spouse, domestic partner, son/daughter, sister/brother, parents in law, son/daughter in law, grandparents, and grandchild). Full-time employees are eligible for an additional two (2) work days without loss of pay if out of state travel is required. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as bereavement leave. Bereavement leave as stated above must be approved by the employee's direct supervisor in advance and will not be charged to vacation. AMPS may request documentation (i.e., copy of the death certificate) to certify the need for such leave.~~

INSURANCE BENEFITS

U.T. Health Benefits

AMPS offers a comprehensive health insurance plan for eligible employees.

Regular full-time and part-time employees, who work on average at least thirty (30) hours per workweek, are eligible for health insurance on the first day of the month following their hire date in the following manners:

- Employees that work less than an average of 30 hours per workweek are not eligible for any Health Benefits.
- Full-time employees that work an average of 30 hours or more per workweek will receive 100% health benefits coverage and AMPS will pay premiums up to a designated amount.

AMPS pays the premium for eligible employees up to a designated amount. Any remaining costs associated with the Employee's plan shall be paid by the employee as a pre-tax payroll deduction. Employees will be notified of their contribution amount, should there be one, at the time they sign up for the specific benefit. AMPS pays a portion of the premiums for health insurance or any other benefits for family members or dependents; that portion is currently 40% of the total cost, but is subject to change based on health care costs and the financial condition of AMPS. Eligible employees are responsible for their portion of the monthly premium costs for their dependents' coverage.

Subject to applicable law, there is no guarantee that AMPS will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Further, in order to continue participation in any such plan, employees may be required to pay a part of the premium.

When Coverage Starts

Your coverage will begin on the first day of the calendar month following the employee's first day of employment. Your enrollment form must be submitted to the Human Resources Department as soon as possible. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your coverage. By delaying the submission of the health benefits enrollment package, an employee's enrollment and health coverage may result in lack of coverage until the designated open enrollment period.

Flexible Spending Plans

AMPS provides, at no cost to employees a Flexible Spending Plan which allows employees to pay for monthly health premiums, and commuter benefits with pre-tax dollars. This means

your health premiums are subtracted from your gross pay before federal, state and social security (FICA) taxes are applied. The Flexible Spending Plan Document is in all cases controlling and supersedes any inconsistent terms in this manual. From time to time, we may also offer employees' access to a Medical Reimbursement and Dependent Care option within this program that is funded 100% by the employee. These options, if available, will be explained to you during open enrollment once established.

Stipend

Employees who are covered under a spouse's health plan, and not AMPS' plan, may qualify to be paid a predetermined monthly stipend. The rate at which the stipend is calculated is subject to annual change based on the annual health insurance rates. Please talk with the Human Resources Department if you believe you qualify.

COBRA

If for some reason your coverage under AMPS' health insurance ends, you and your dependents may be eligible to continue coverage for a specified term under COBRA. In this event, AMPS will provide additional information on COBRA coverage.

V. State Disability Insurance (Wage Supplement)

~~AMPS contributes to the State of California to provide you with disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment with AMPS or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.~~

~~Disability insurance is a wage supplement provided concurrently while an employee takes an eligible leave of absence under School policy and applicable law. The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.~~

W. Paid Family Leave Insurance Benefits (Wage Supplement)

~~Under California law, eligible employees may participate in the paid family leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to (1) care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner; (2) bond with a new child entering the family by birth, adoption, or foster care placement; and (3) participate in a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States. The PFL program does not provide job protection or reinstatement rights.~~

~~The program will be administered by the California Employment Development Department ("EDD"). For more information regarding this program, you may contact the EDD directly.~~

X. Unemployment Compensation

~~AMPS contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.~~

Y. Social Security

~~Social Security is an important part of every employee's retirement benefit. AMPS pays a matching contribution to each employee's Social Security taxes.~~

Z.U. Industrial Injury Leave / (Workers' Compensation Insurance)

Commented [41]: As you may know, under the Affordable Care Act, the employer must offer an "affordable plan" of minimum value to eligible employees. The value or affordability of the plan is calculated as follows:

1. the amount the employer pays for someone who opts in plus (+)
2. the amount the employee may receive for opting out.

For example, if the benefits are \$1,000 a month, and the cash in lieu is \$2,000 a month, the value of the insurance package is \$3,000 a month. Offering a very high amount in lieu of benefits to employees may cause the plan to no longer be "affordable" under Affordable Care Act standards. Please feel free to follow up with us if you have any questions in this regard.

Commented [42]: I removed the following sections in an effort to condense the employee handbook, as these are benefits provided by the EDD (not the School) and are referenced elsewhere in the employee handbook.

Commented [43]: I revised this policy to provide more information regarding employee's rights and obligations with regard to workers' compensation.

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

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.
- To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:
 - Immediately report any work-related injury to the [INSERT PERSONNEL];
 - Seek medical treatment and follow-up care if required;
 - Complete a written Employee's Claim Form (DWC Form 1) and return it to the [INSERT PERSONNEL]; and
 - Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.
- It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. AMPS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.
- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the [INSERT PERSONNEL] and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Employee Eligibility

AMPS will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, AMPS may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

Notice & Certification Requirements

You must report all accidents, injuries, and illnesses, no matter how minor, to your immediate Supervisor. You must also provide AMPS with a health care provider's statement certifying your work-related illness or injury, your inability to work, and the expected duration of your leave.

Compensation During Leave

Workers' compensation disability leaves are without pay. However, you may utilize accrued vacation time and any other accrued paid time off during the leave. All of these payments will be coordinated with any state disability, workers' compensation, or other wage reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular compensation.

Benefits During Leave

If you are eligible for family and medical leave under the federal or state family and medical leave laws, AMPS will maintain, for up to a maximum of 12 workweeks, or up to 26 workweeks in the case of an employee caring for a covered service member, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, AMPS may recover premiums it paid to maintain health coverage if you do not return to work following your workers' compensation disability leave. If you are not eligible for family and medical leave, you will receive continued coverage on the same basis as Employees taking other leaves.

If you are not entitled to continued paid coverage, you may continue your group health insurance coverage through AMPS in conjunction with COBRA guidelines by making monthly payments to AMPS for the amount of the relevant premium. You should contact your Supervisor for further information.

Reinstatement

Upon the submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. If you are disabled due to an industrial injury, the AMPS will attempt to accommodate you. If you are returning from a workers' compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the family and medical leave policy will also apply.

If, after returning from a workers' compensation leave, an employee is unable to perform one or more of the essential functions of his/her/their job because he/she/they is a qualified individual with a physical or mental disability, AMPS will engage in the interactive process to determine whether reasonable accommodation can be made consistent with state and federal disability laws.

PERSONNEL EVALUATION AND RECORD KEEPING

A. *Performance Evaluations*

AMPS strives to conduct formal performance reviews for all of its employees. Teacher and Site Directors will generally be formally reviewed once each school year. However, informal observations will be conducted throughout the year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, performance problems or operational requirements.

Performance reviews may cover factors such as job criteria, instructional practice, data reviews, critical duties and tasks of a job, attainment of goals, and adherence to the AMPS core values. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance reviews do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of AMPS and depend upon many factors in addition to performance, including availability of funds. After the review, you will be required to sign the evaluation report to acknowledge that it has been presented to you, that you have discussed it with your supervisor and that you are aware of its contents. You may add a rebuttal statement to your review within 10 days of your review that will be maintained in your personnel file.

Nothing in this policy shall limit the right to terminate employment at-will or limit AMPS' right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by AMPS to evaluate the employee will not prevent AMPS from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and AMPS. Accordingly, either the employee or AMPS can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

B. *Personnel Files*

The information recorded in your personnel file is extremely important. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, etc. to AMPS immediately.

Employees, former employees, or employee representatives may submit a request to inspect their personnel file in the presence of a representative of AMPS. All requests must be in writing. Current and former employees, or employee representatives, may also request inspection through the use of a AMPS -provided request form. Please contact your supervisor to schedule a convenient time. You may request copies from your file of all documents. AMPS may charge the requesting employee or employee representative for the actual cost of reproduction of personnel file documents. If you desire, you may add a written statement to your file explaining any disputed item.

Employees also may inspect their payroll records upon request, and may obtain a copy of these records at their own expense. AMPS will comply with all inspection requests as required by law, within 30 calendar days, unless it is impossible to do so.

Access to information in personnel files is restricted. Only authorized managers and management personnel will have access to your personnel file. However, AMPS will cooperate with-and provide access to your personnel file to-law enforcement officials or local, state or federal agencies in accordance with applicable law.

Health/medical records are not included in your personnel file. These records are confidential.

Commented [44]: Please note that the Labor Code requires employers to produce copies of an employees wage statements within 21 days upon request, and personnel files with 30 days upon request. Failure to do so could result in the School being liable for penalties.

AMPS will safeguard them from disclosure and will divulge such information only: 1) as allowed by law; or 2) to the employee's personal physician upon written request or permission of the employee.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

DRAFT

INTERNAL COMPLAINT REVIEW

Commented [45]: I included this policy as a catchall for complaints that may not necessarily fall under the School's harassment policy.

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Principal or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Principal or designee:

1. The complainant will bring the matter to the attention of the Principal as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Principal or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the President of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Principal or Board President (if the complaint concerns the Principal) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Principal (or designee) shall abide by the following process:

1. The Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Principal) or the Principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

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DRAFT

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

AMPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

DRAFT

AMPS EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I acknowledge that I have received and read a copy of the AMPS Employee Handbook. I understand that the Handbook set forth the terms and conditions of my employment with AMPS as well as the duties, responsibilities and obligations of employment with AMPS. I understand that AMPS has provided me various alternative channels [including anonymous and confidential channels,] to raise concerns of violations of this handbook and [companySchool](#) policies and encourages me to do so promptly so that AMPS may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook.

Unless specified otherwise in an agreement between me and AMPS, I agree that AMPS and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of AMPS. Unless specified otherwise in an agreement between me and AMPS, I understand that I am an at-will employee. I understand that the at-will nature of my employment may not be modified orally and may only be modified in a writing signed by the CEO of AMPS and me, and approved in writing by AMPS' Board of Directors.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and AMPS' right to terminate the employment relationship at any time, with or without notice, and with or without cause, or AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that AMPS reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act. The foregoing constitutes the entire terms of the agreement between me and AMPS regarding the duration and at-will nature of my employment and AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Employee Printed Name: _____

Employee Signature: _____

Date: _____ Site: _____

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the CEO or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

AMPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant Date:

Print Name

Received by: Date:

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APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant _____ Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____

Coversheet

Approval of Amethod Public Schools Board Meeting Calendar 2023-2024

Section:	II. Consent
Item: 2024	E. Approval of Amethod Public Schools Board Meeting Calendar 2023-
Purpose:	Vote
Submitted by:	
Related Material:	AMPS Board Calendar 2023-2024.docx.pdf



HONOR HARD WORK

2023-2024 Board Meeting Calendar

DATE	LOCATION	TIME
August 16, 2023	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
September 20, 2023	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
October 18, 2023	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
November 15, 2023	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
December 13, 2023	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
January 17, 2024	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
February 21, 2024	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
March 20, 2024	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
April 17, 2024	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
May 15, 2024	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.
June 12, 2024	1450 Marina Way South Richmond, CA. 94804	6:00 P.M.

Note:

- All meetings are held in accordance with the Brown Act
- All meetings are accessible for remote viewing online via our school website
- Meeting times and locations are subject to change - changes will be posted in accordance with the Brown Act
- Board Trainings and Conferences are held throughout the year and are not reflected on this schedule

Amethod Public Schools

1450 Marina Way South Suite 300, Richmond, CA 94804 • Office 510.436.0172 • Fax 510.436.0173 •
amethodschools.org



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amethodschools.org

Coversheet

NWEA Spring Testing Update

Section:	III. Business
Item:	A. NWEA Spring Testing Update
Purpose:	FYI
Submitted by:	
Related Material:	AMPS_2022-23_3Spring_NWEA_presentation-20230606.pptx BJE_2022-23_3Spring_NWEA_presentation-20230606.pptx JHHS_2022-23_3Spring_NWEA_presentation-20230606.pptx DCA_2022-23_3Spring_NWEA_presentation-20230606.pptx OCA_2022-23_3Spring_NWEA_presentation-20230606.pptx RCA_2022-23_3Spring_NWEA_presentation-20230606.pptx OCHS_2022-23_3Spring_NWEA_presentation-20230606.pptx

2022-2023 NWEA MAP Overview

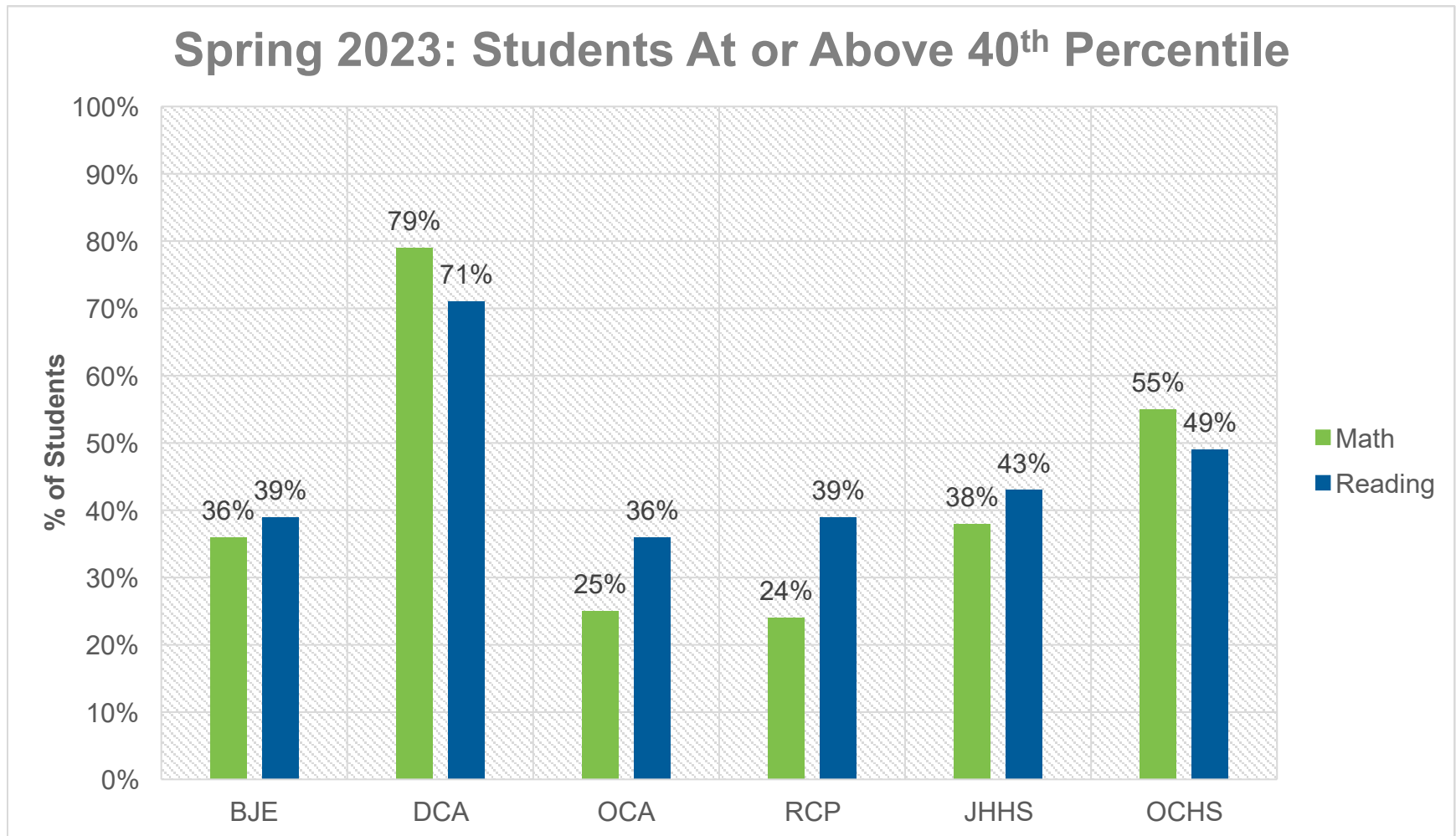
AMETHOD PUBLIC SCHOOLS



Spring 2023 Amethod Public Schools: Students Performing Average or Above Average



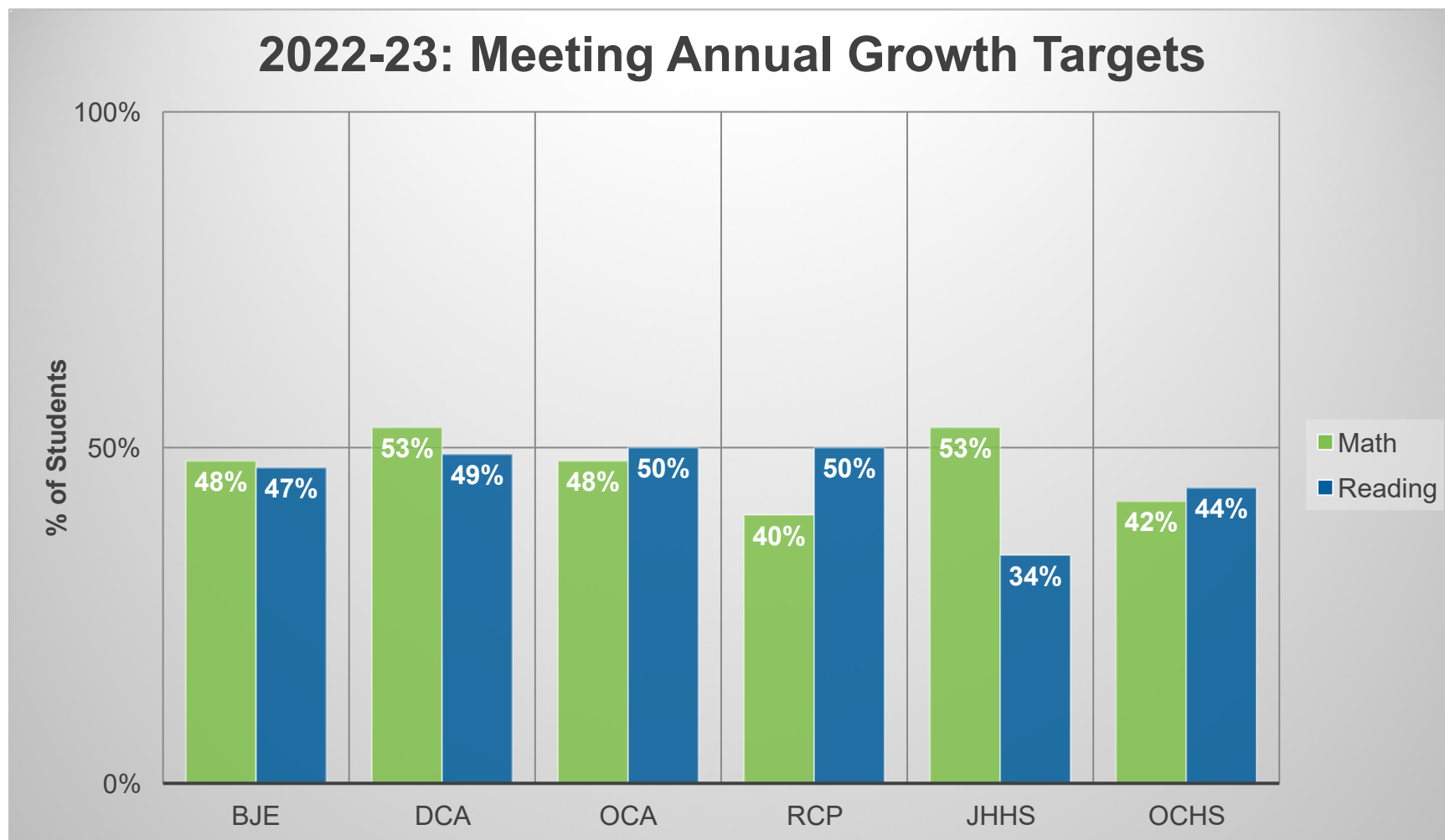
Students above the 40th percentile are considered Average or Above



2022-23 Amethod Public Schools: Meeting Annual Growth Targets Across Schools



The goal is for at least 50% of students to meet their annual growth targets each year.



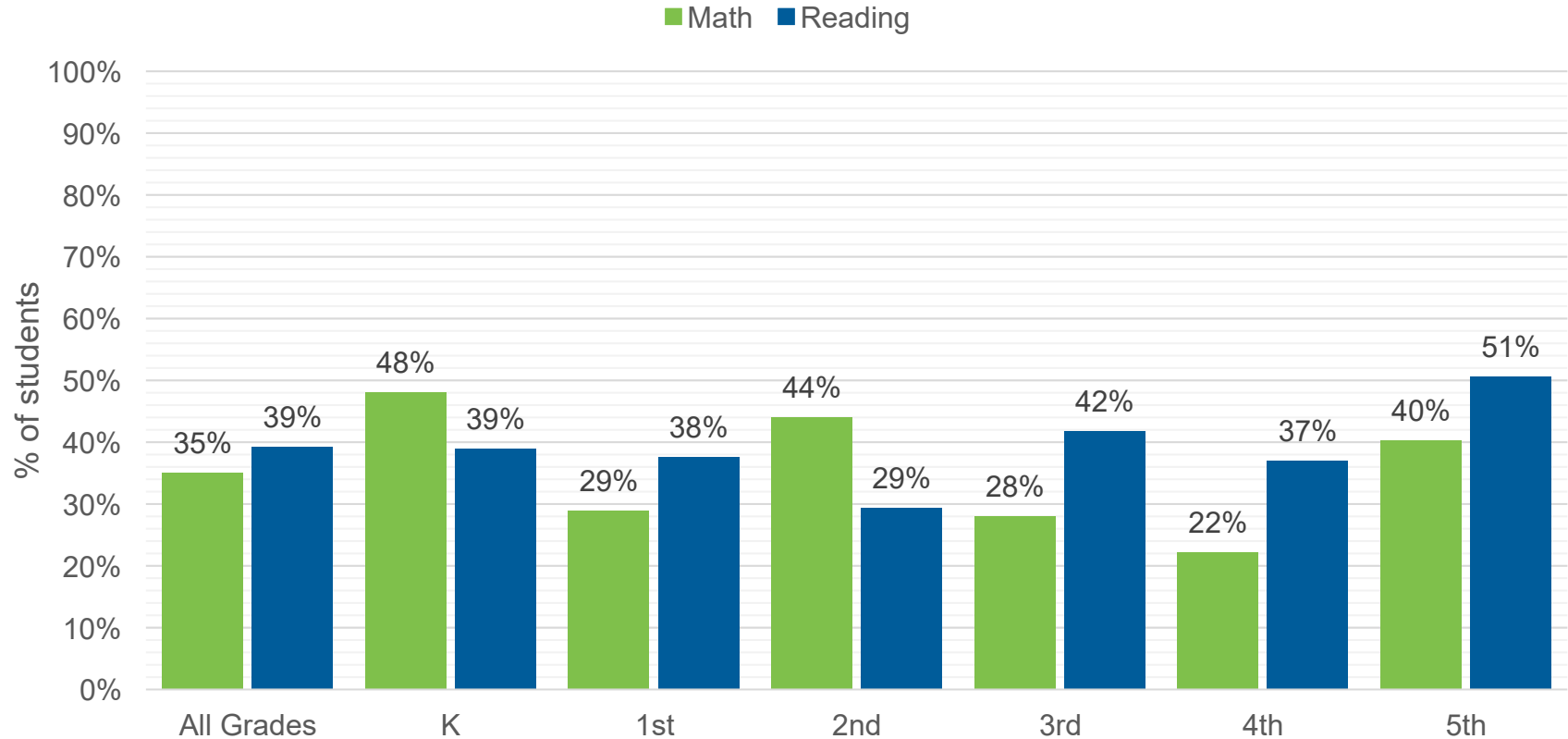
BJE Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



Students in grades K and 2 have the greatest percentage of students on grade level in Math, and students in grades 3 and 5 have the highest percentage of students on grade level in Reading



Benito Juarez: Students Above 40th Percentile by Grade Level



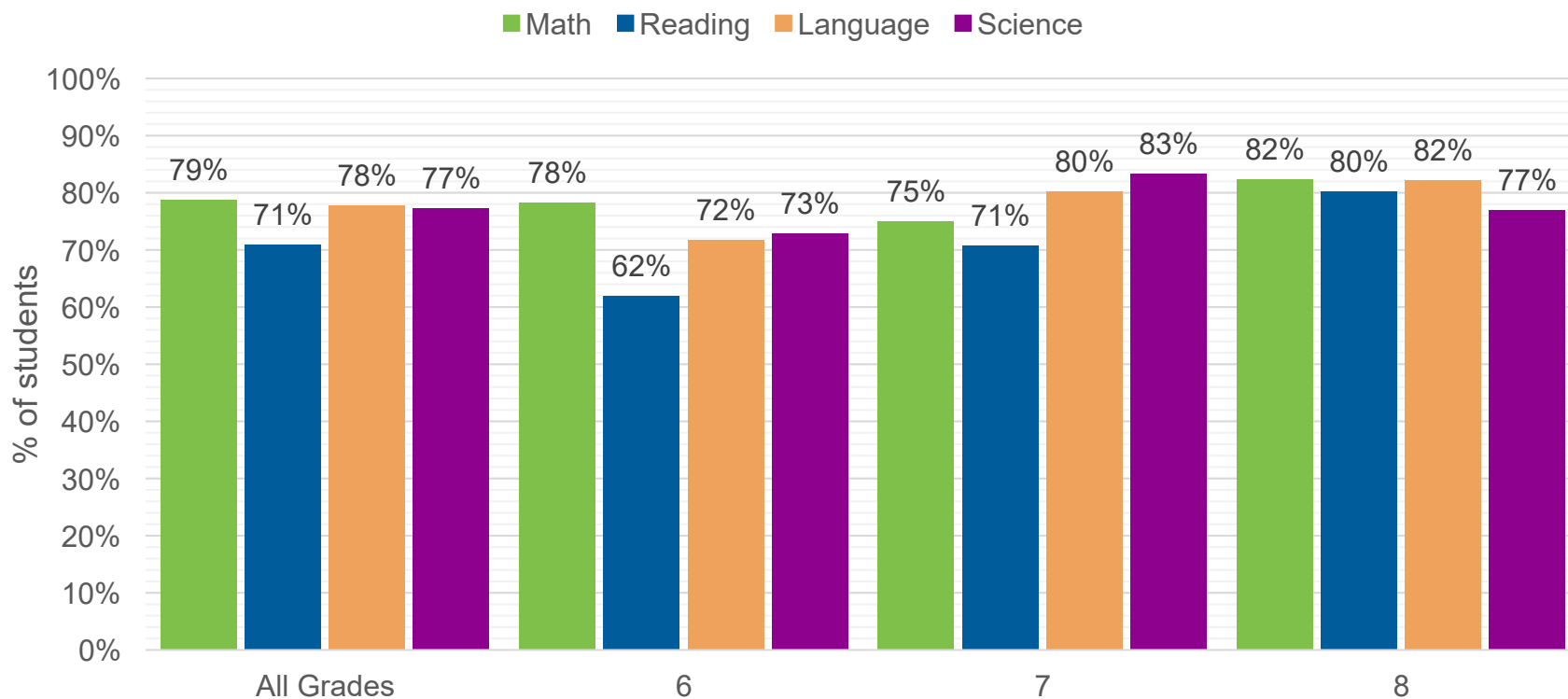
DCA Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



A very high percentage of students are performing Average or Above Average across grades and subjects



Downtown Charter: Students Above 40th Percentile by Grade Level



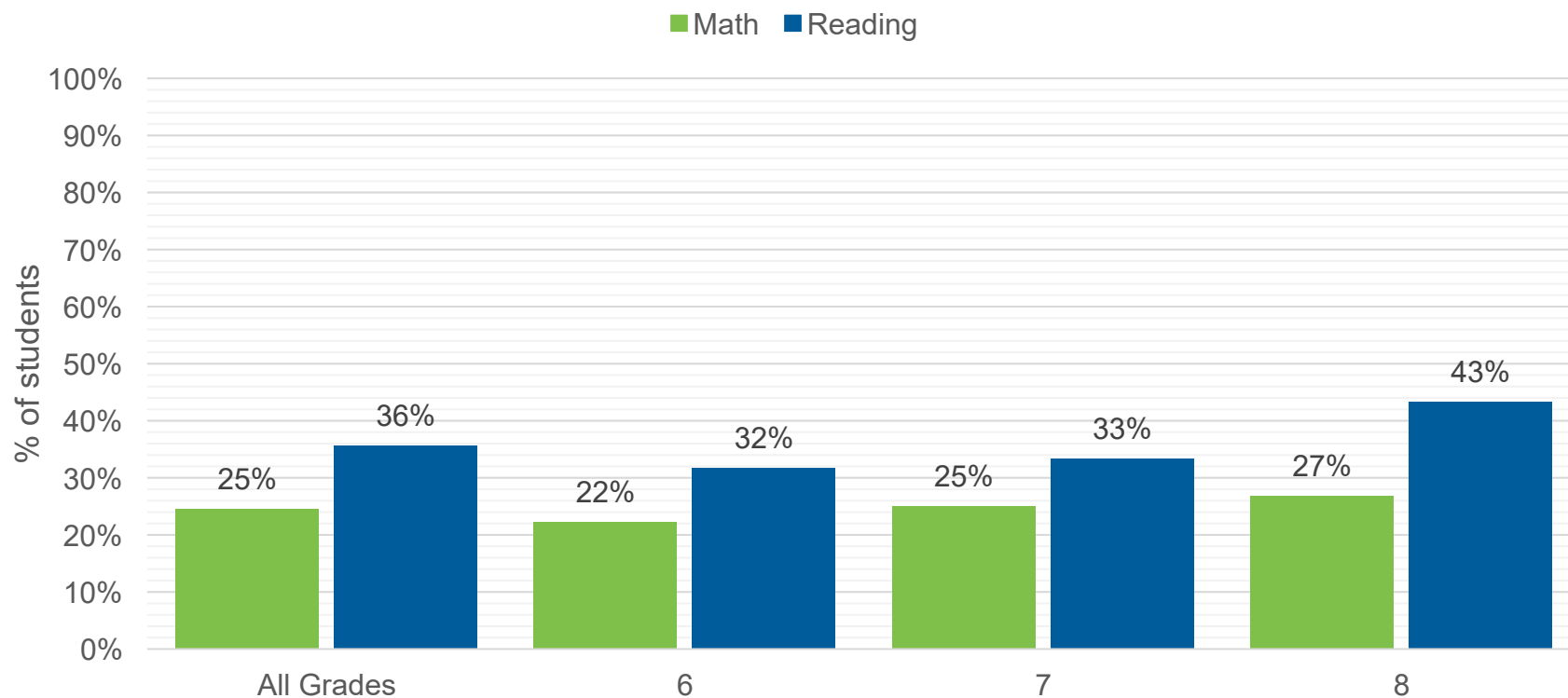
OCA Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



Students in grade 8 have the highest percentage of students performing on or above grade level in both math and reading.



Oakland Charter Academy: Students Above 40th Percentile by Grade Level



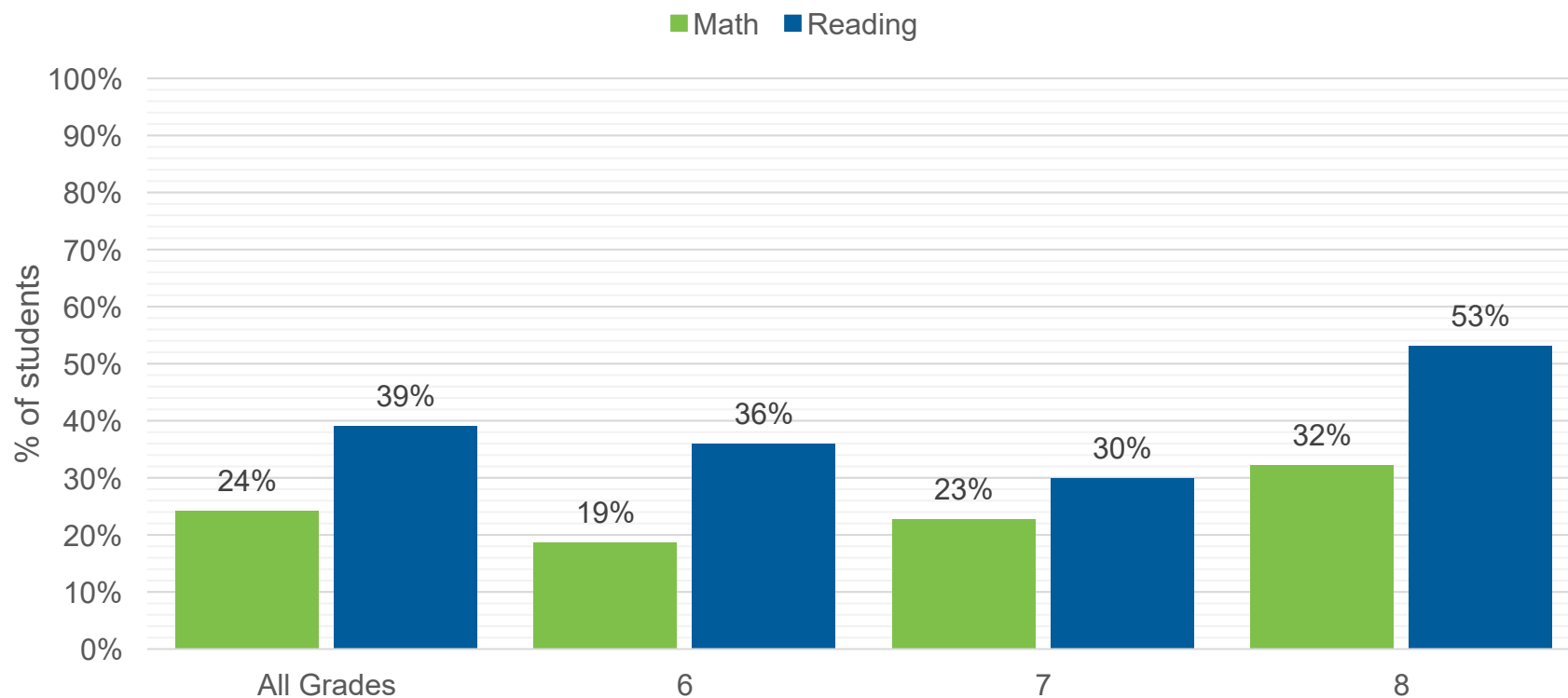
RCA Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



Students in grade 8 have the highest percentage of students performing on or above grade level in both math and reading.



Richmond Charter: Students Above 40th Percentile by Grade Level



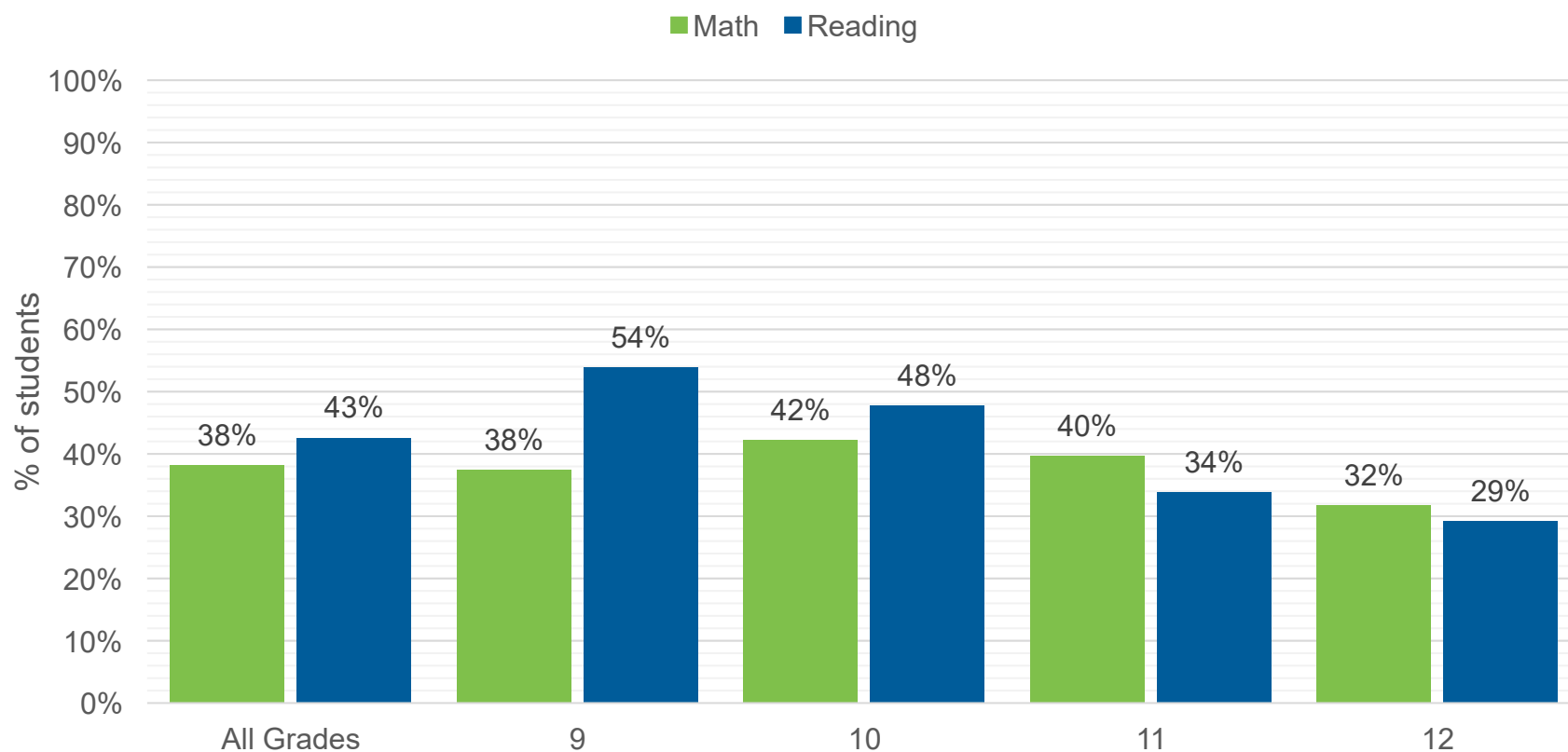
JHHS Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



In both math and reading, under 50% of students are performing on or above grade level



John Henry: Students Above 40th Percentile by Grade Level



OCHS Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level

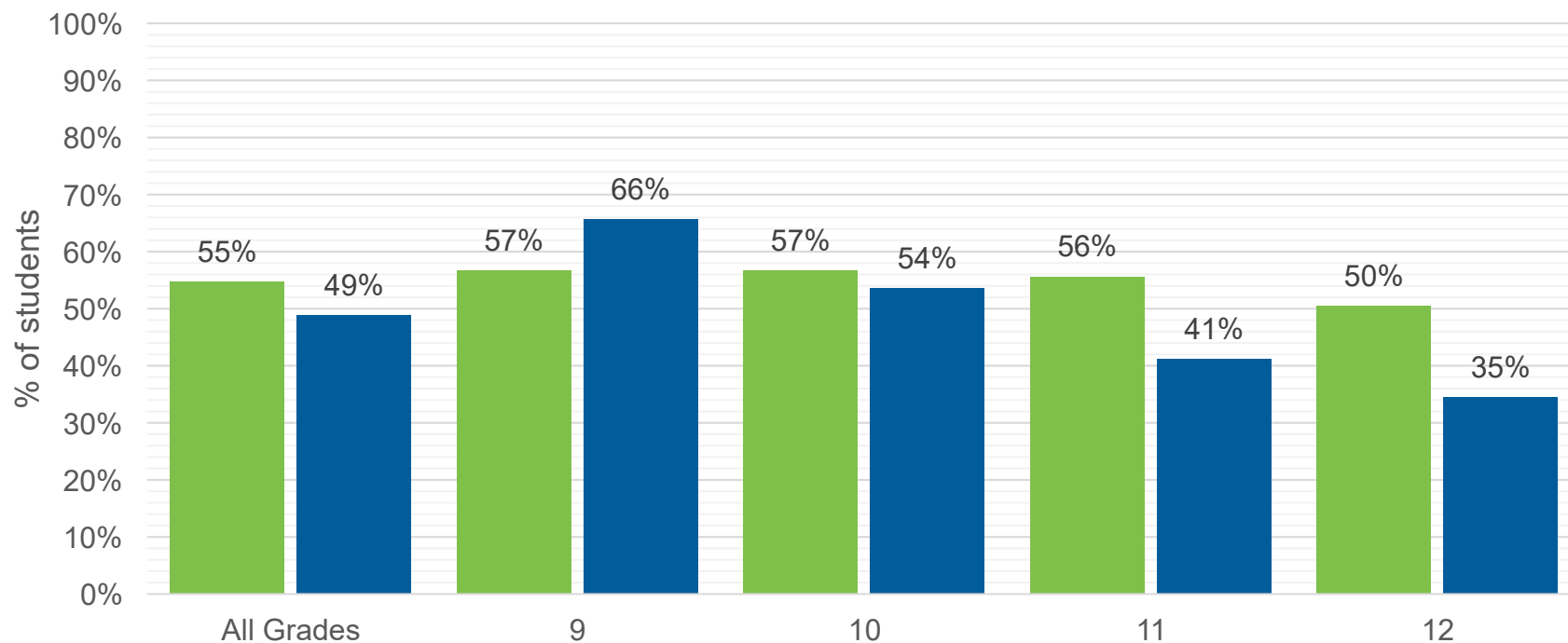


In both math and reading, approximately 50% of students are performing on or above grade level



Oakland Charter High: Students Above 40th Percentile by Grade Level

■ Math ■ Reading



BJE Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

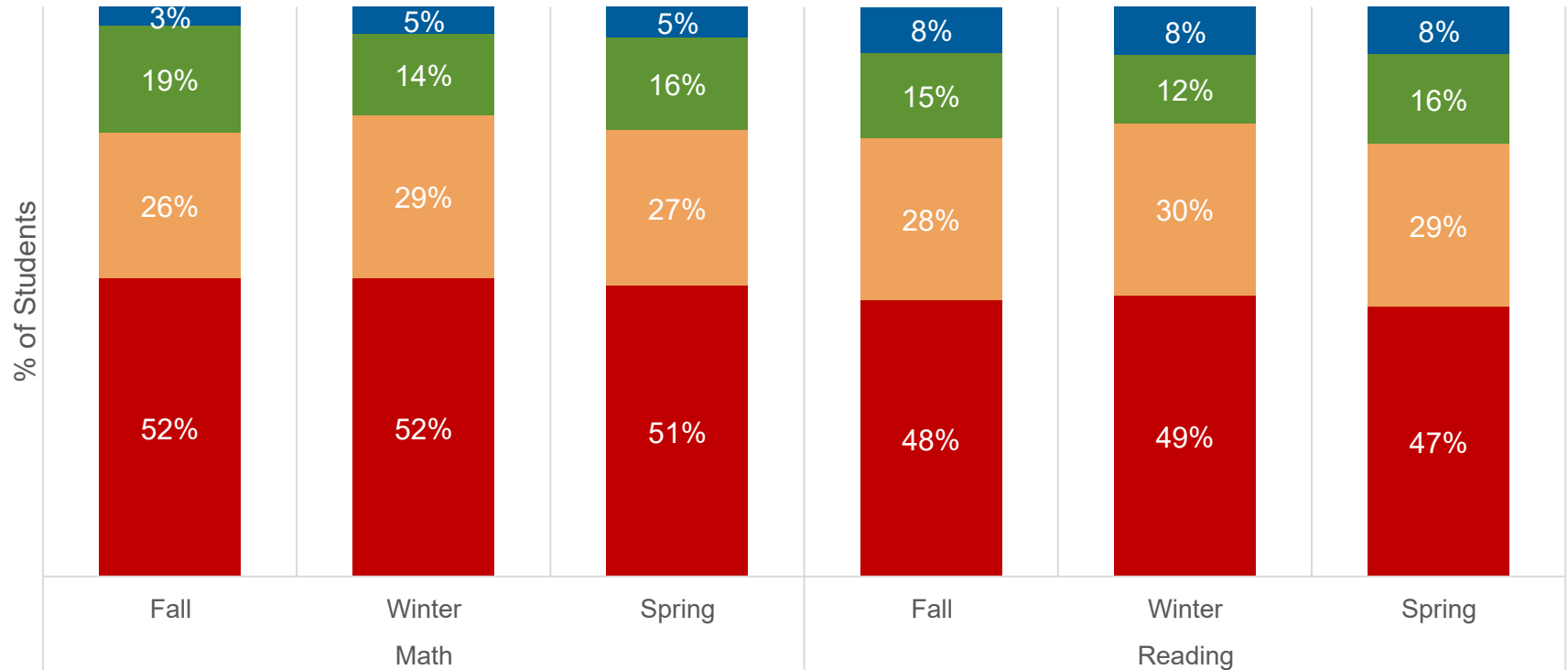


Projected SBAC proficiency is calculated by NWEA for Grades 3-5



Benito Juarez Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



DCA Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

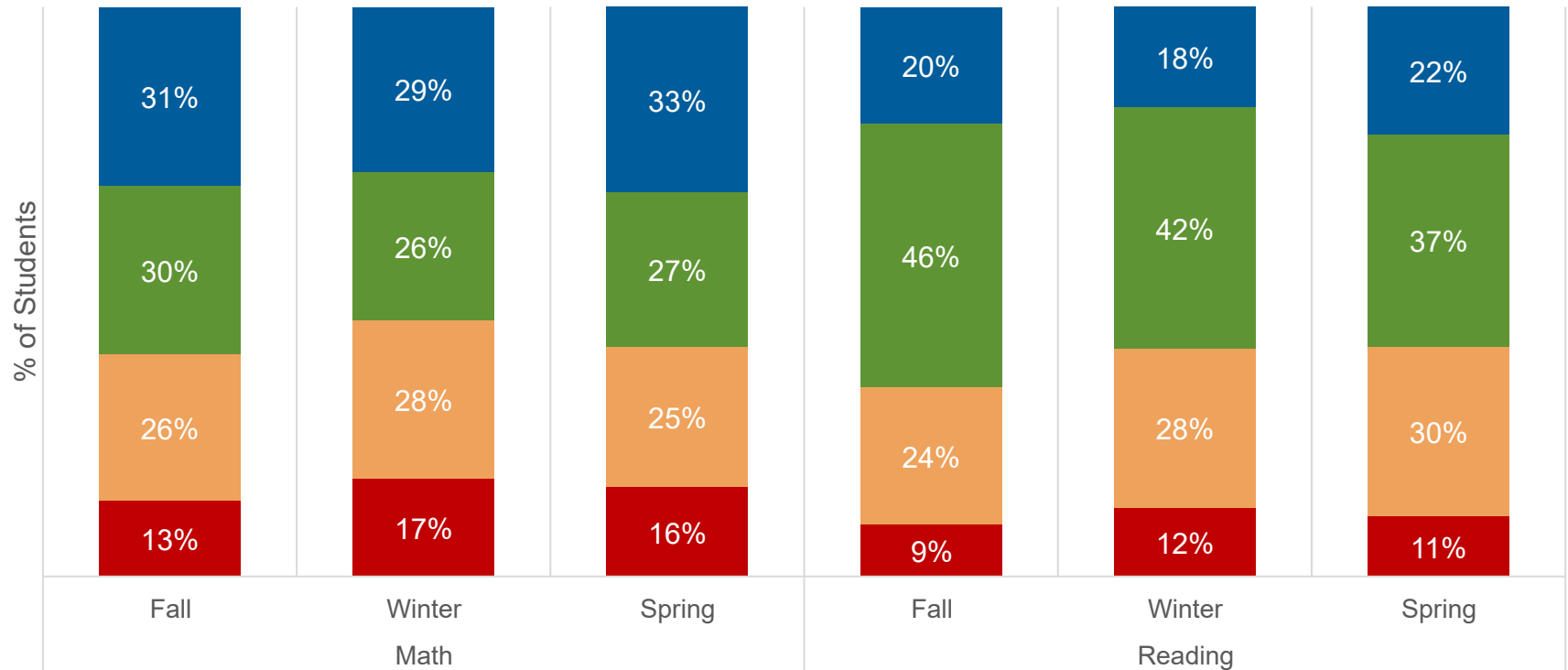


Projected SBAC proficiency is calculated by NWEA



Downtown Charter Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded

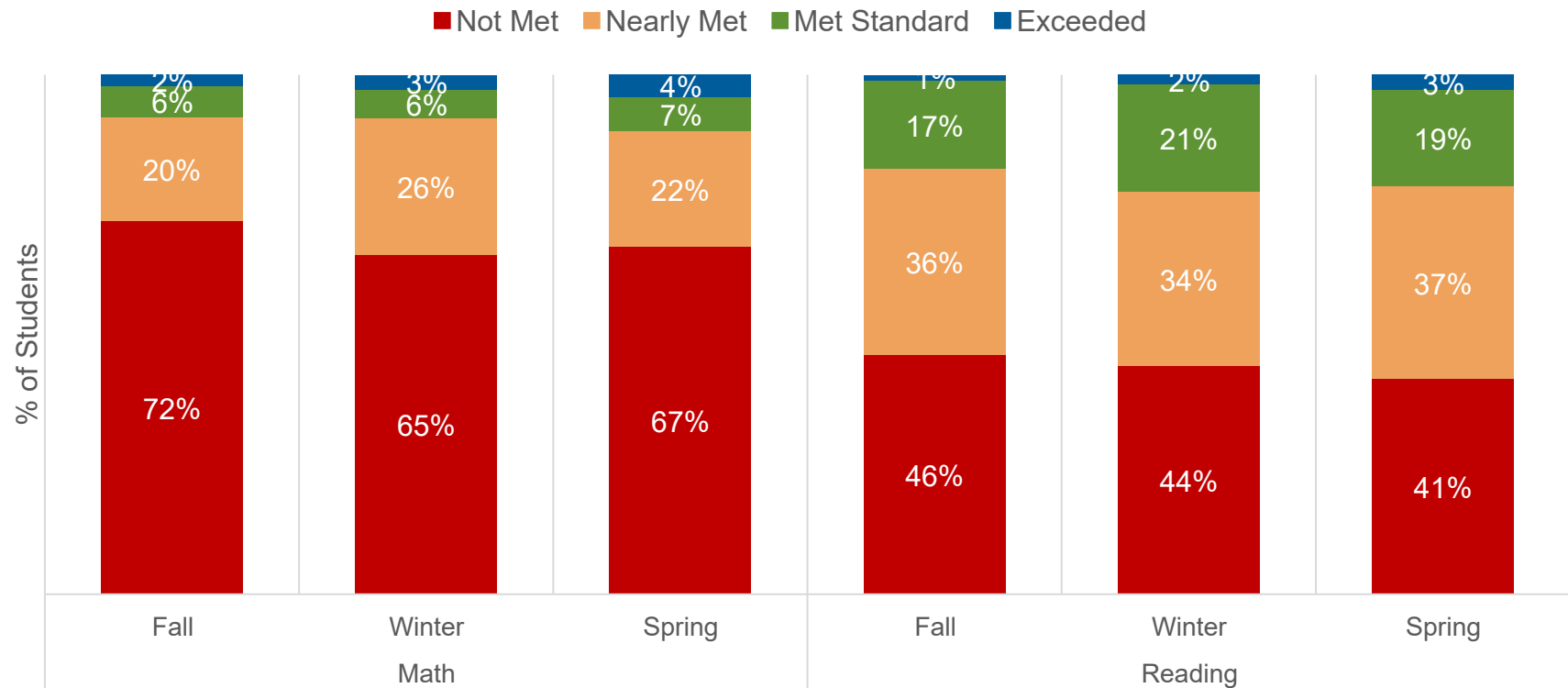


OCA Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

Projected SBAC proficiency is calculated by NWEA



Oakland Charter Academy Annual Projected SBAC Based on NWEA



RCA Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

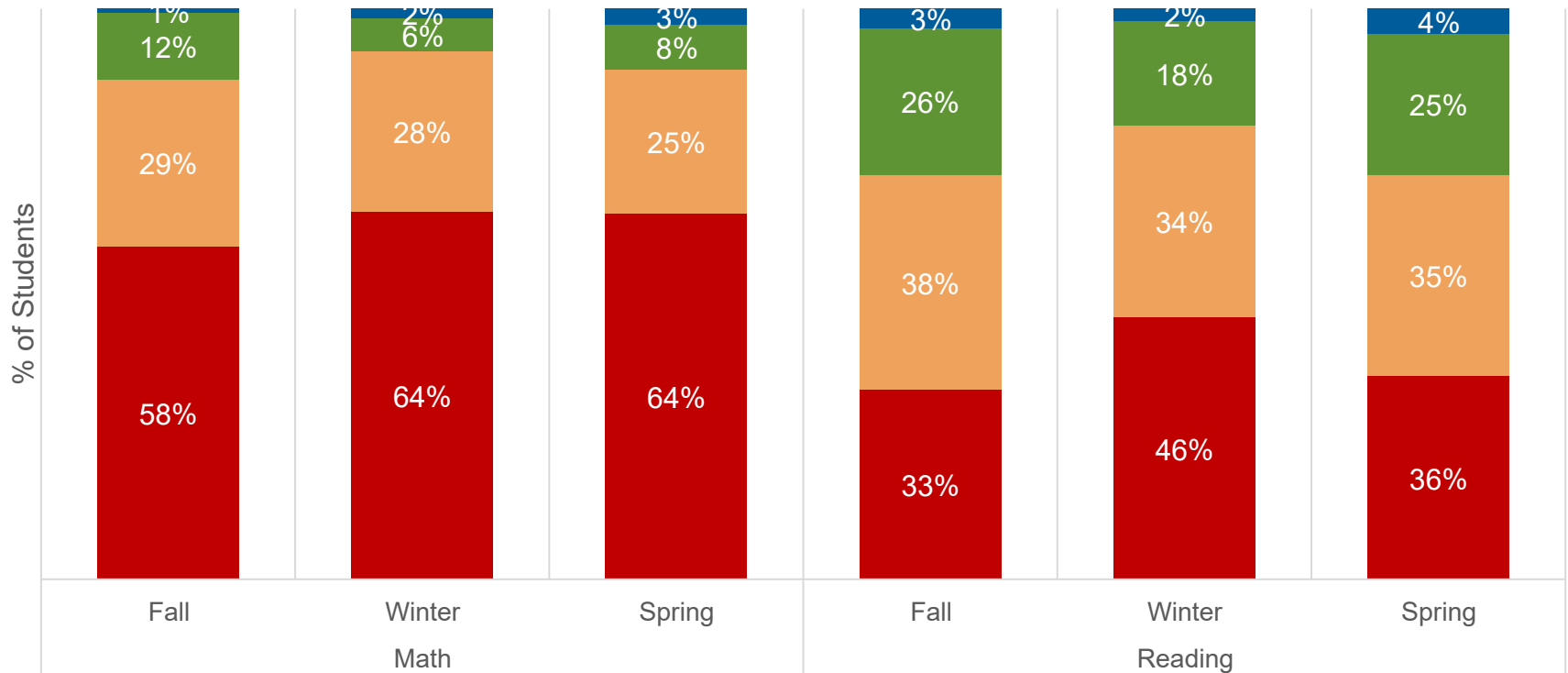


Projected SBAC proficiency is calculated by NWEA



Richmond Charter Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



JHHS Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

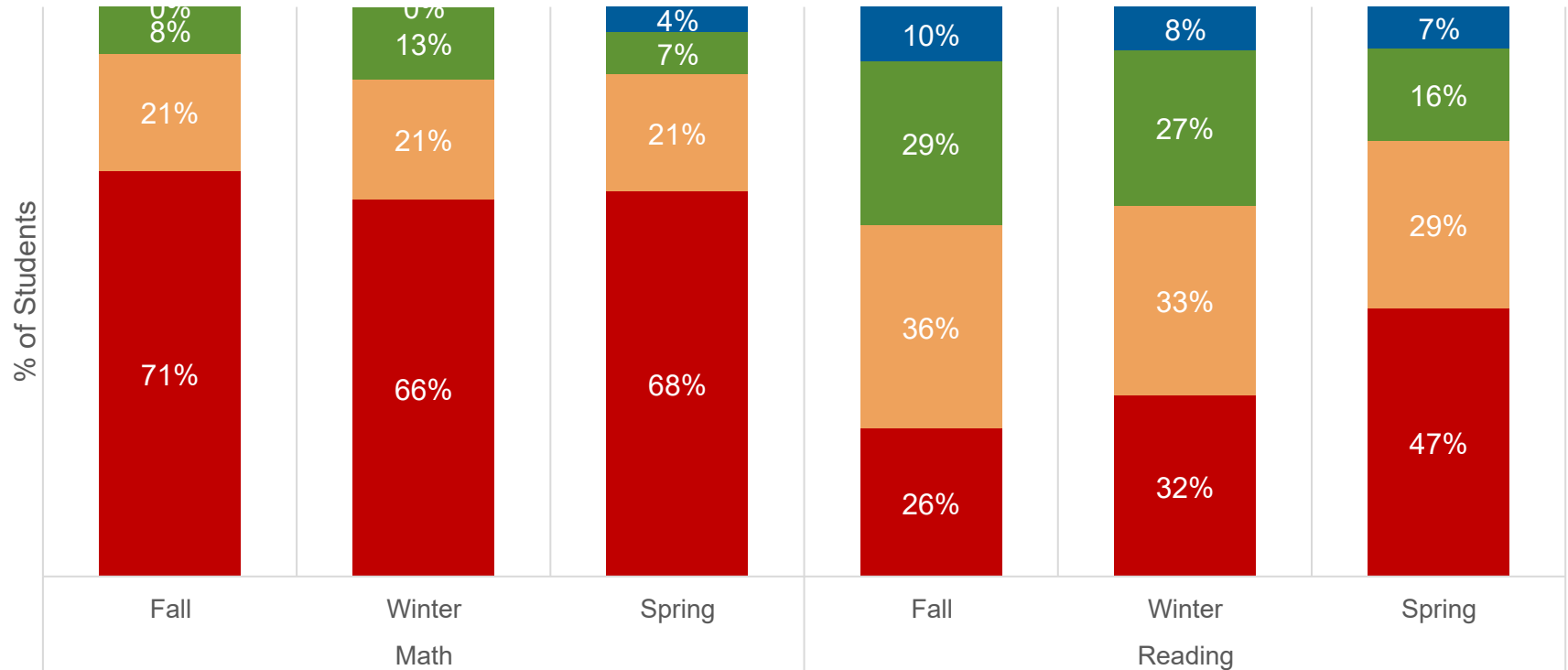


Projected SBAC proficiency is calculated by NWEA for Grade 11



John Henry Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



OCHS Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

Amethod Public Schools - Regular Meeting of the AMPS Board of Directors - Agenda - Wednesday June 21, 2023 at 6:00 PM

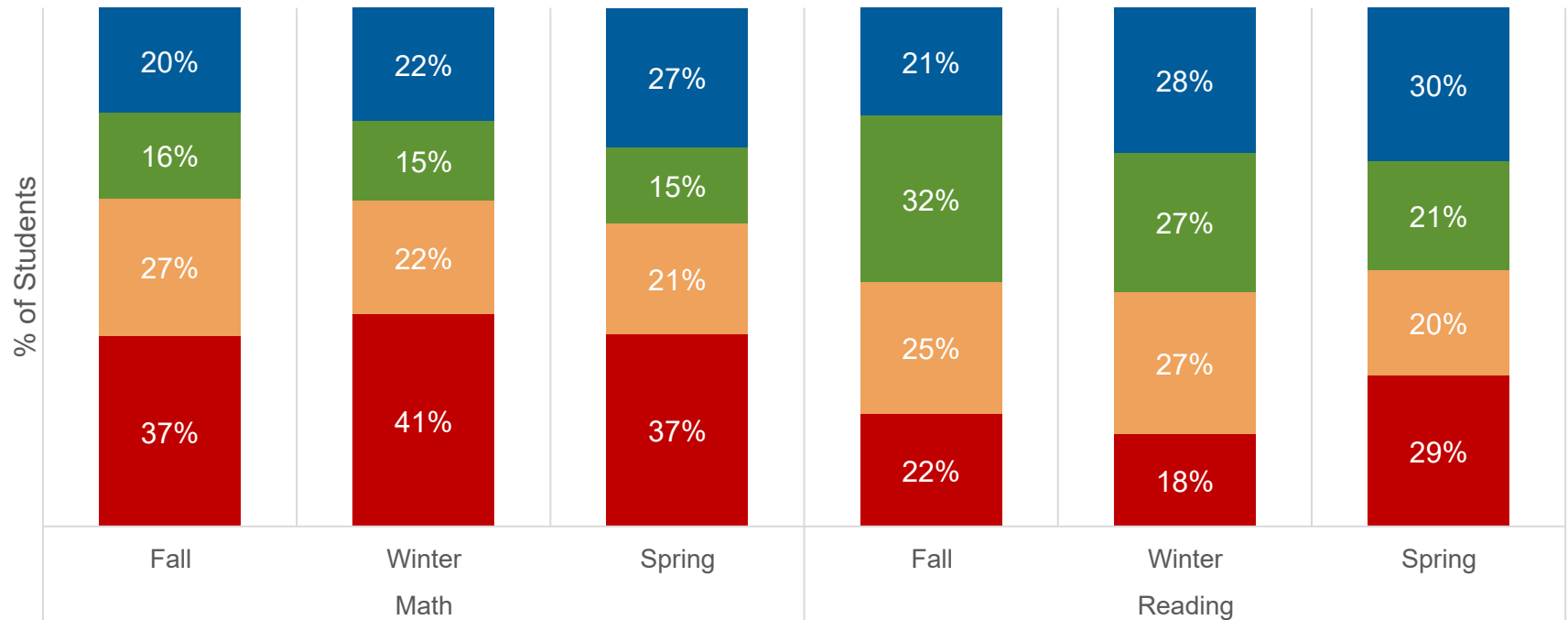


Projected SBAC proficiency is calculated by NWEA for Grade 11



Oakland Charter High Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



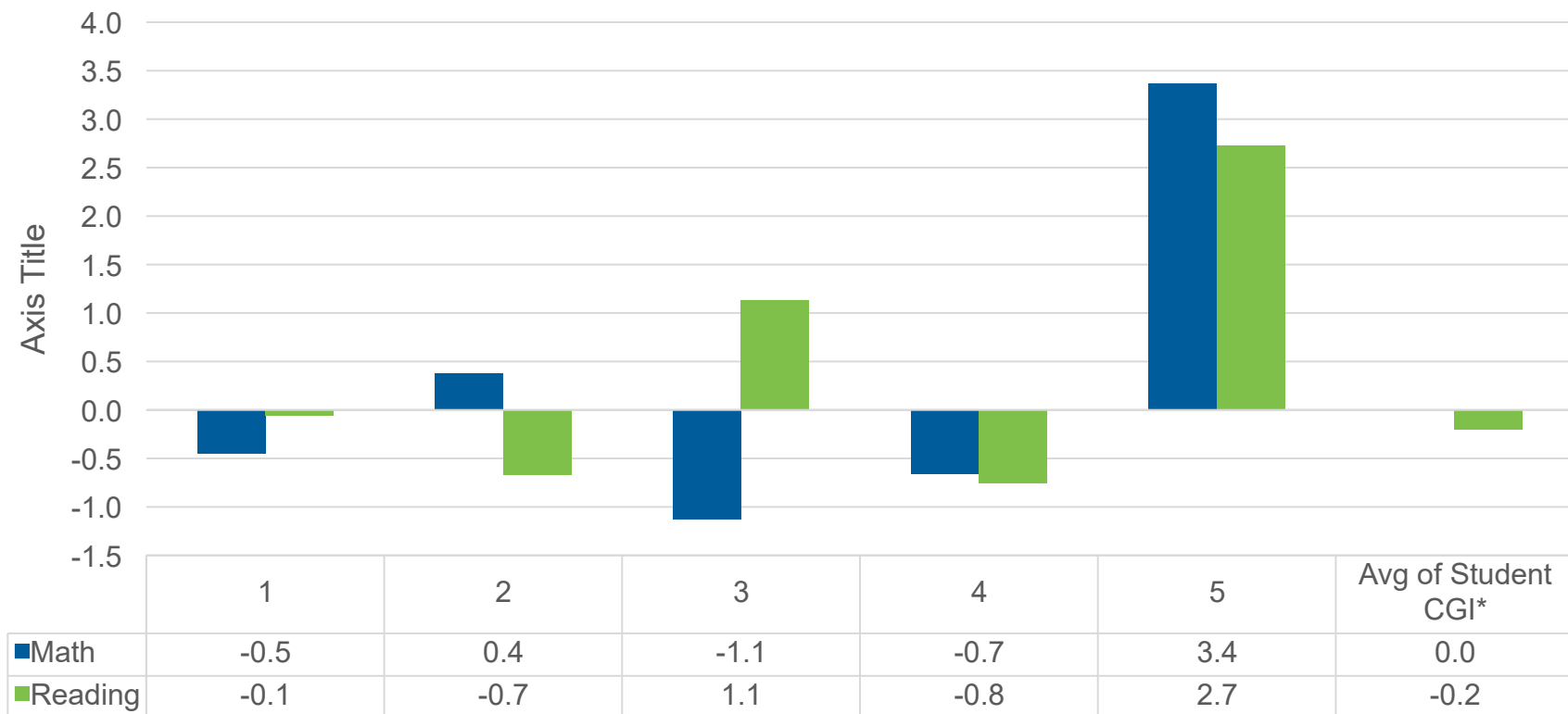
BJE NWEA Conditional Growth Index

Fall to Spring in 2022-2023

AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



Benito Juarez 2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

DCA NWEA Conditional Growth Index

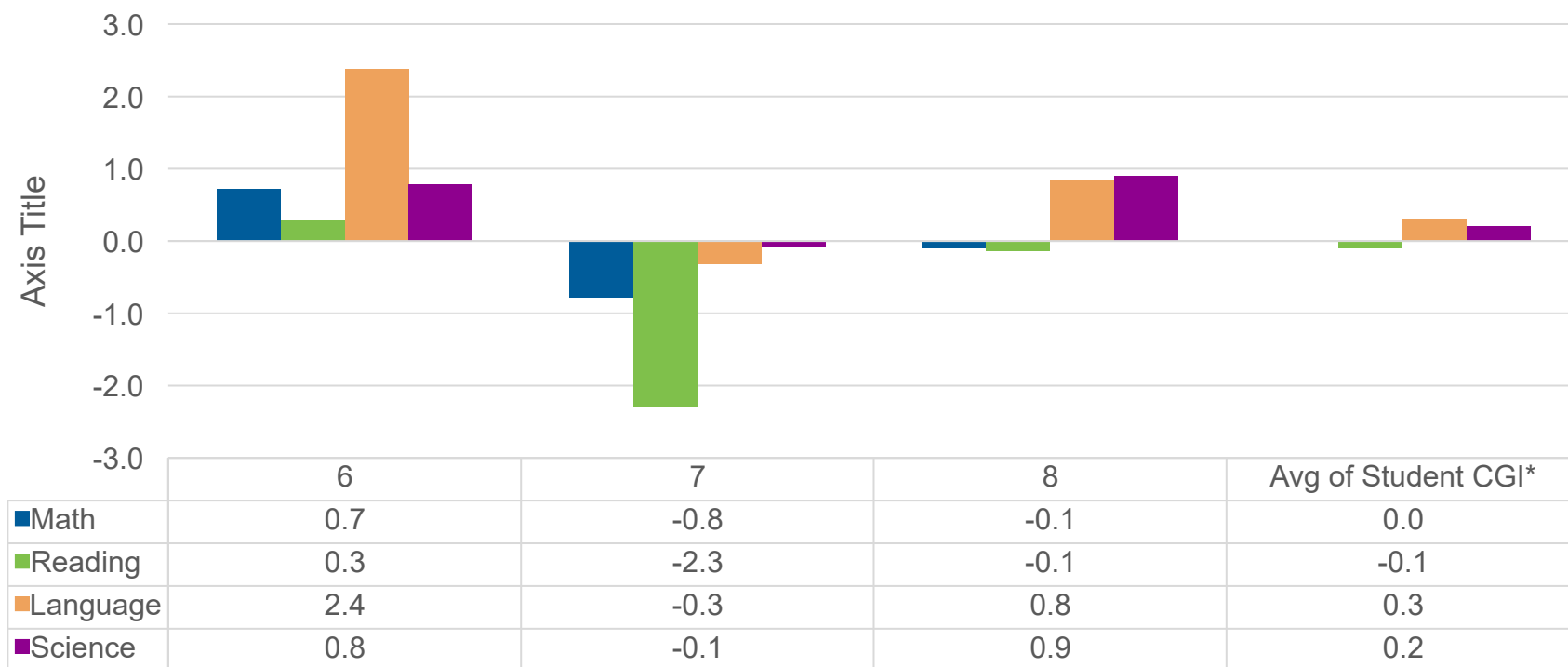
Fall to Spring in 2022-2023

17

AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



Downtown Charter 2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

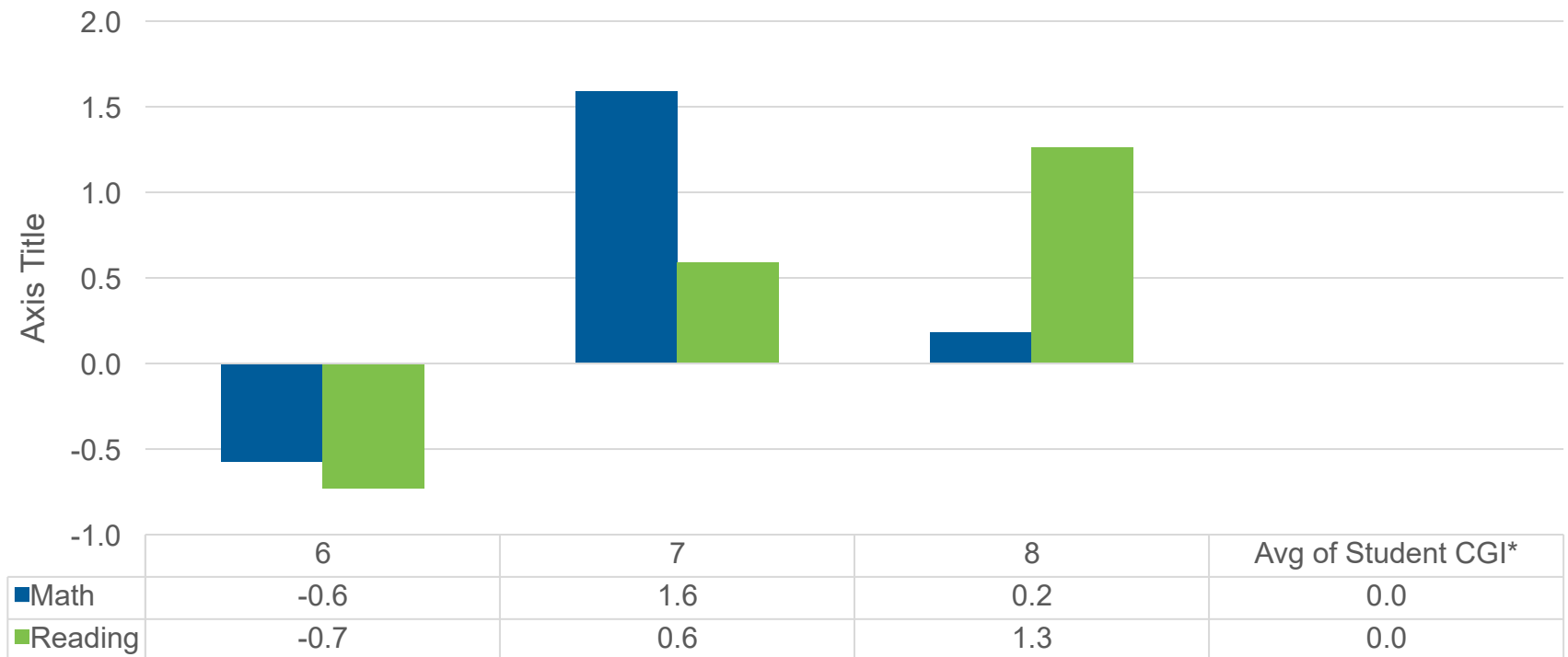
OCA NWEA Conditional Growth Index

Fall to Spring in 2022-2023

AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



Oakland Charter Academy 2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

RCA NWEA Conditional Growth Index

Fall to Spring in 2022-2023



AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



Richmond Charter 2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

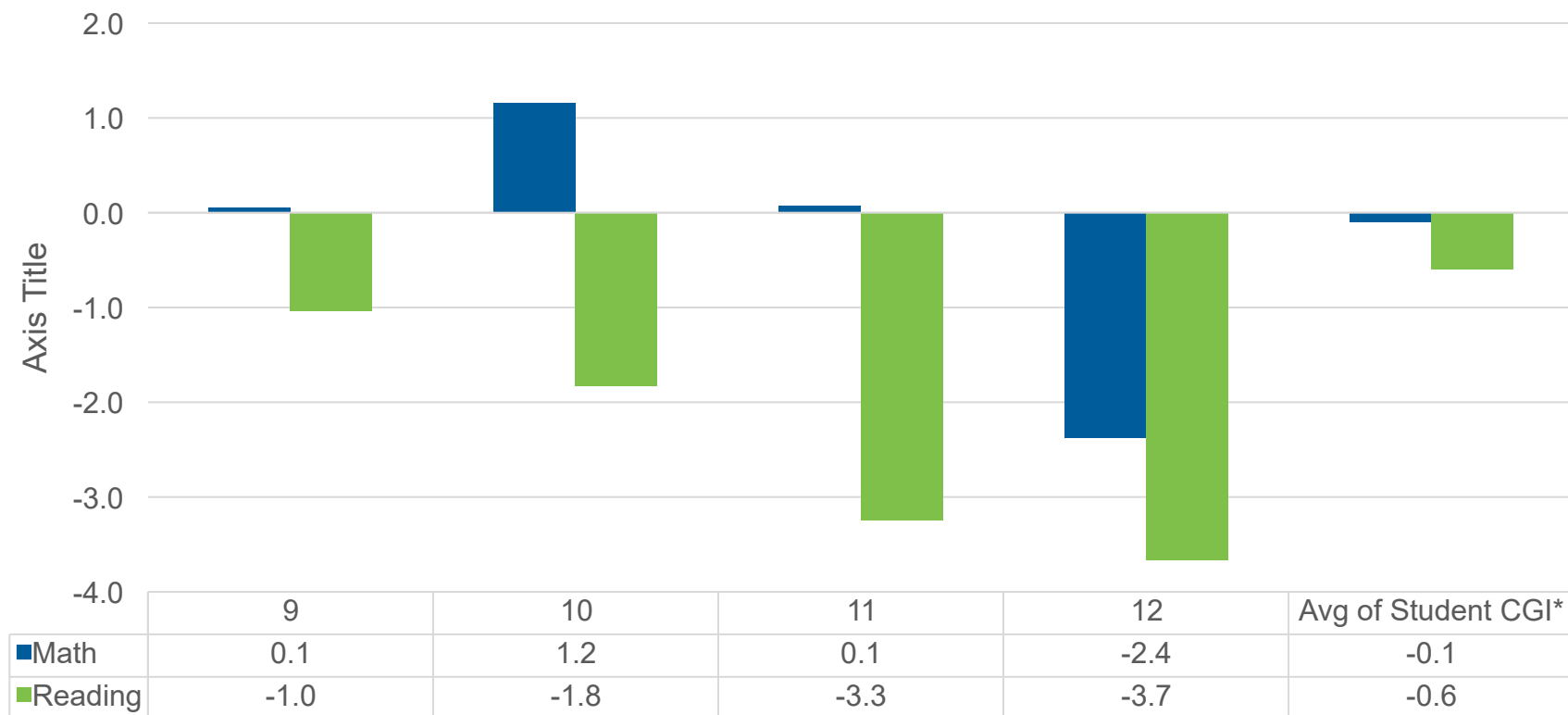
JHHS NWEA Conditional Growth Index

Fall to Spring in 2022-2023

AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



John Henry 2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

OCHS NWEA Conditional Growth Index

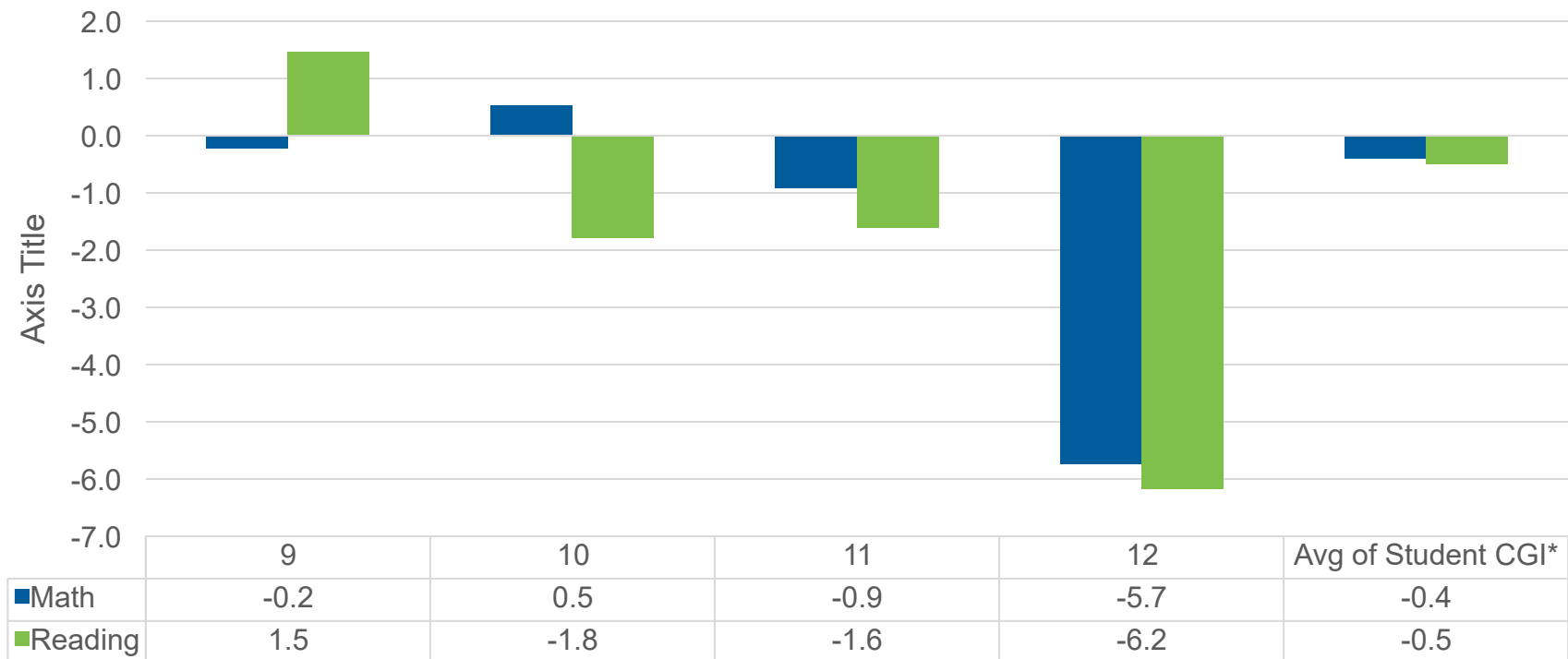
Fall to Spring in 2022-2023



AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



Oakland Charter High 2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

Benito Juarez NWEA MAP Overview



BJE NWEA MAP Participation Rate



Test participation rate based on students enrolled continuously from Census Day (10/5) to the end of the school year.

Student Group	Math Spring	Reading Spring	Math Pre-Post	Reading Pre-Post
All Students	99%	99%	99%	100%
Socioeconomically Disadvantaged	99%	99%	100%	100%
SPED	98%	100%	98%	100%
English Learners	99%	99%	99%	100%
Hisp/Latino	99%	99%	99%	100%

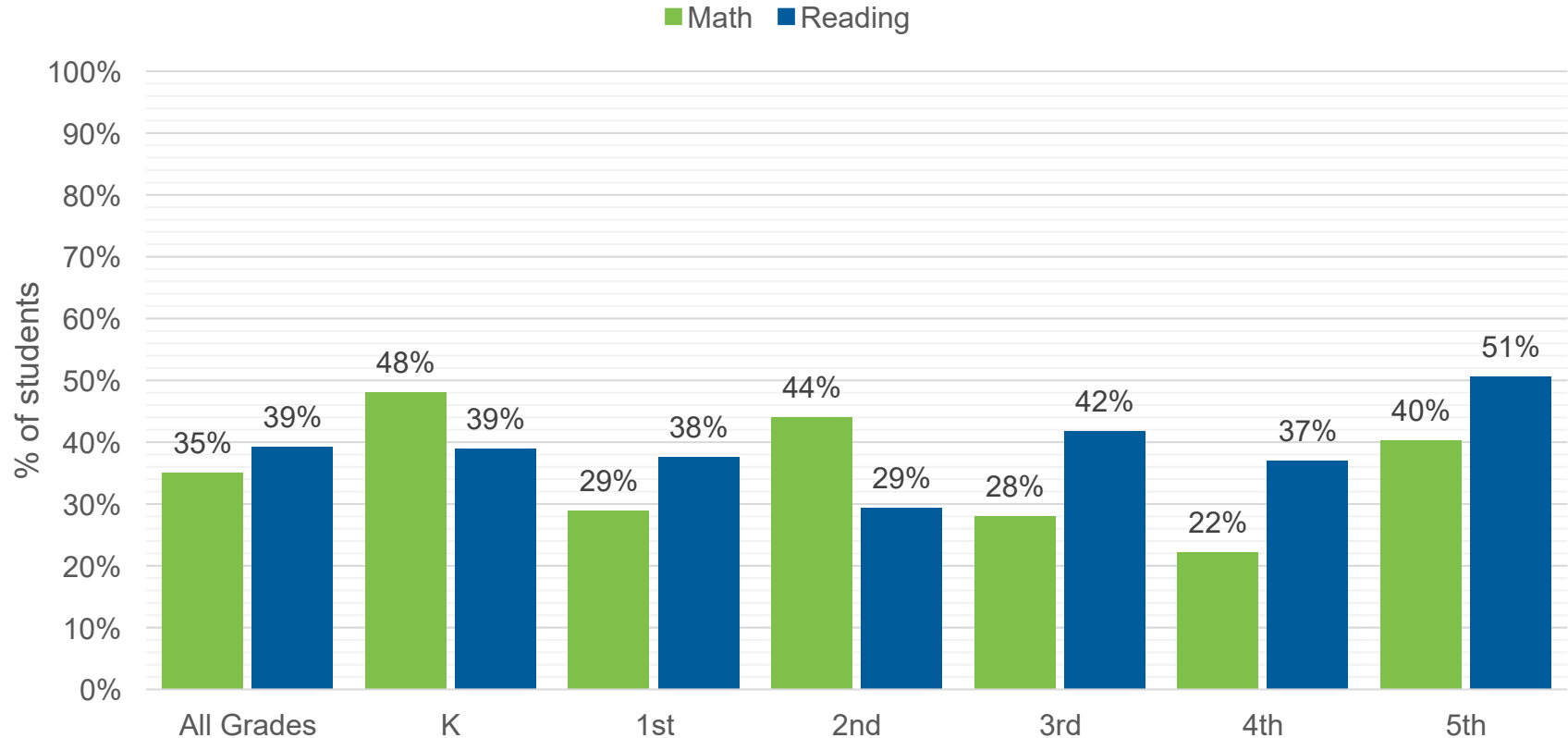
BJE Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



Students in grades K and 2 have the greatest percentage of students on grade level in Math, and students in grades 3 and 5 have the highest percentage of students on grade level in Reading



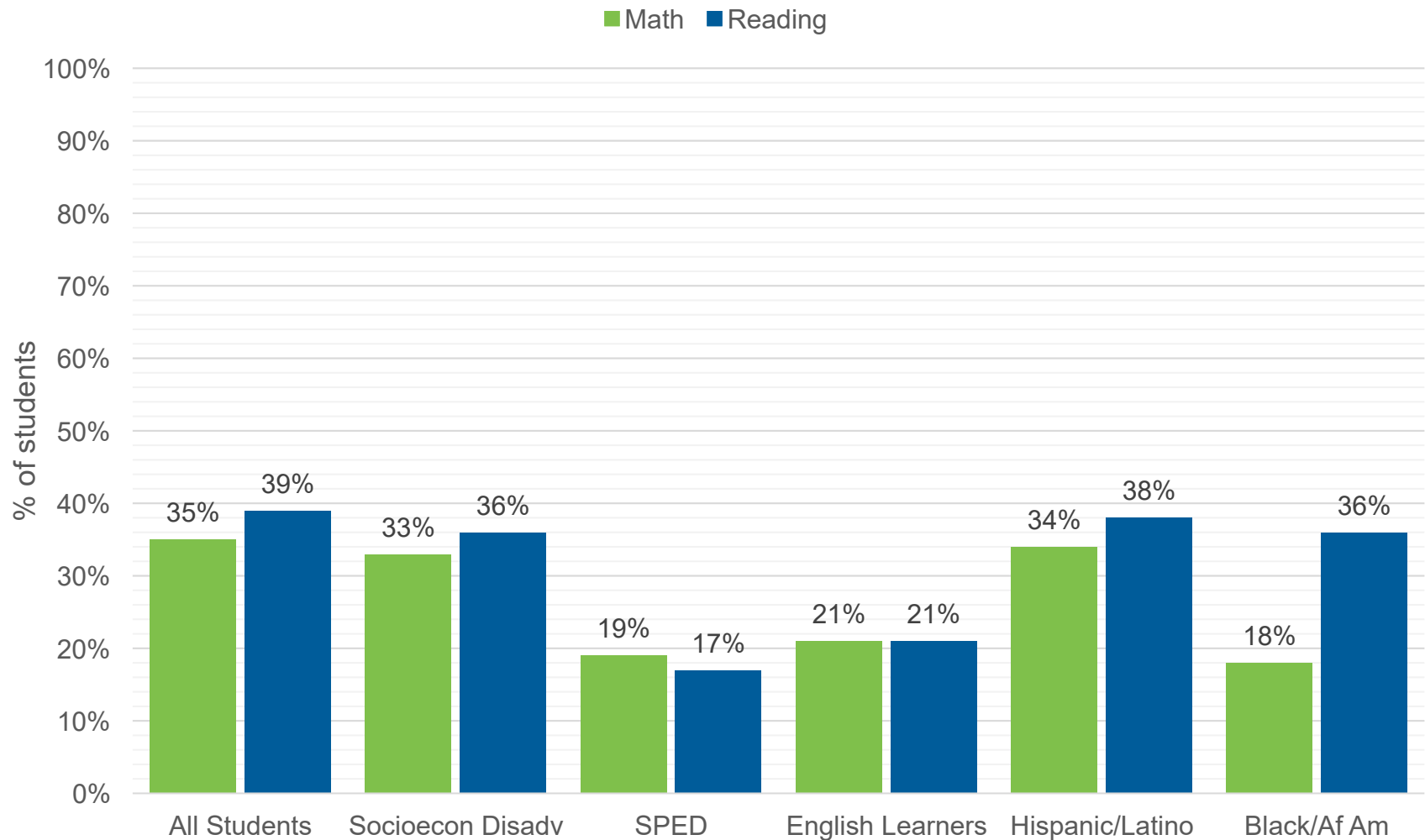
Spring 2023: Students Above 40th Percentile by Grade Level



BJE Students Performing At or Above Grade Level Expectations Spring 2023 – by Student Group



Spring 2023: Students Above 40th Percentile by Student Group



BJE Spring Performance Across Years

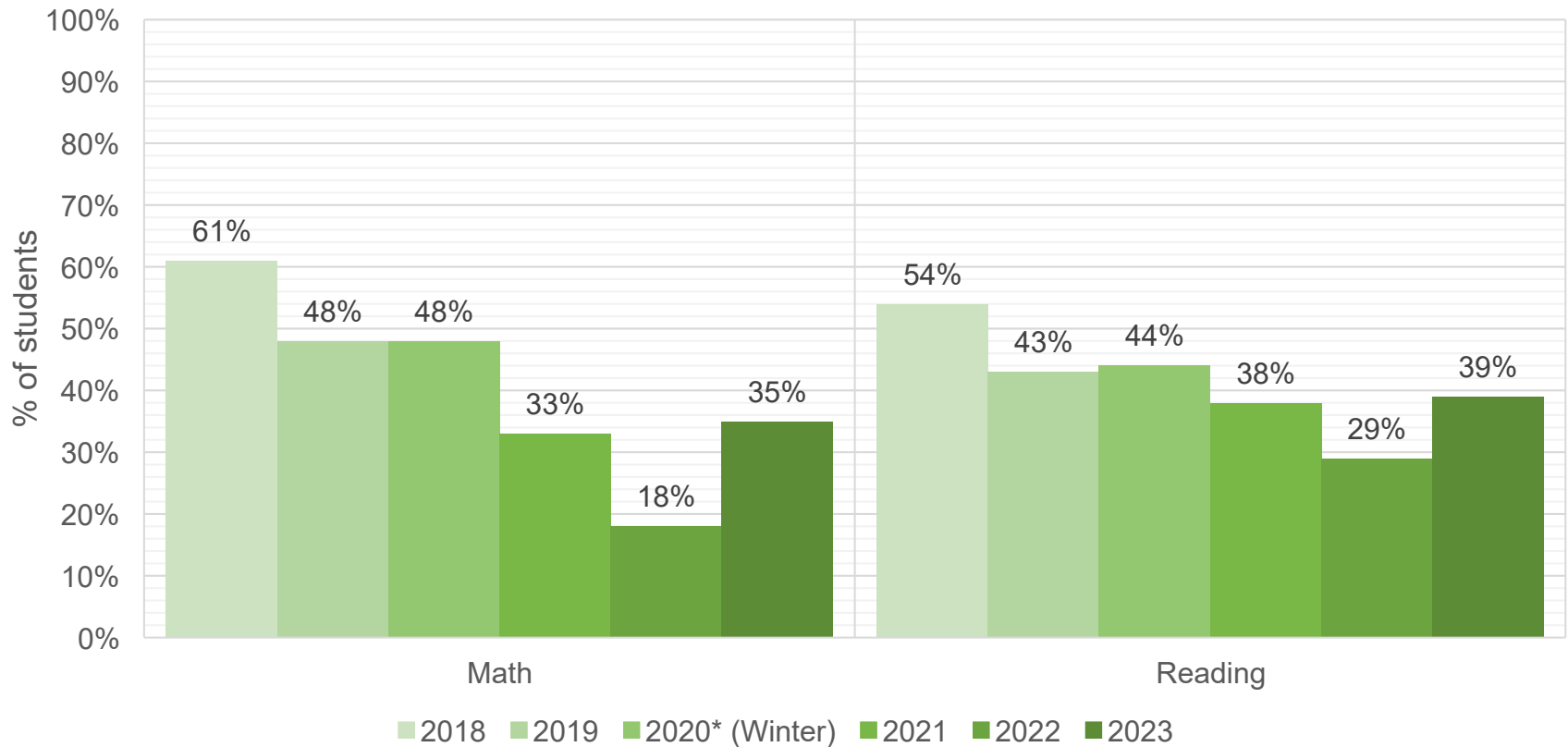
Students At or Above Grade Level Expectations



Performance at BJE has improved the from 2022 to 2023



Schoolwide Across Years: Students Above 40th Percentile



BJE RIT Performance compared to National RIT Norm Spring 2023

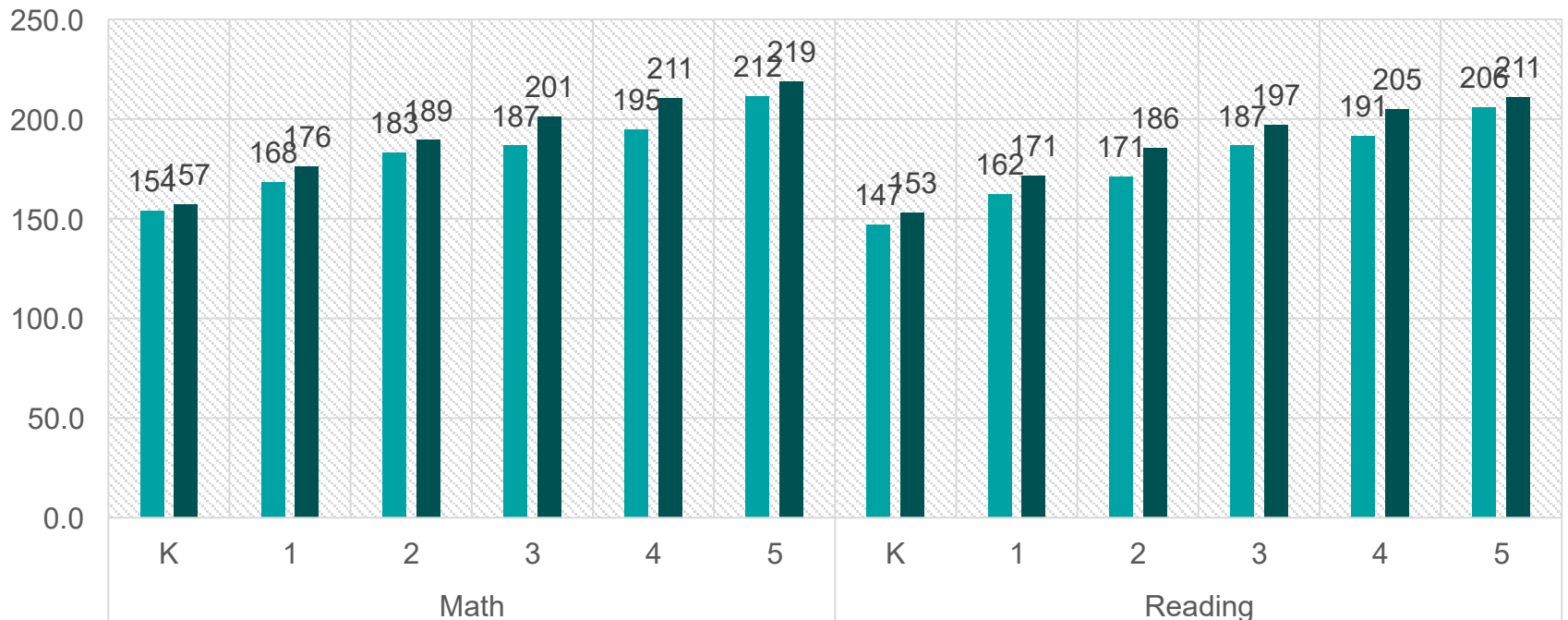


NWEA National Norms are based on a pre-pandemic study.



School Average RIT in Spring 22-23 Compared to National Norms by Grade Level

■ School Avg RIT ■ National RIT Norm



BJE Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

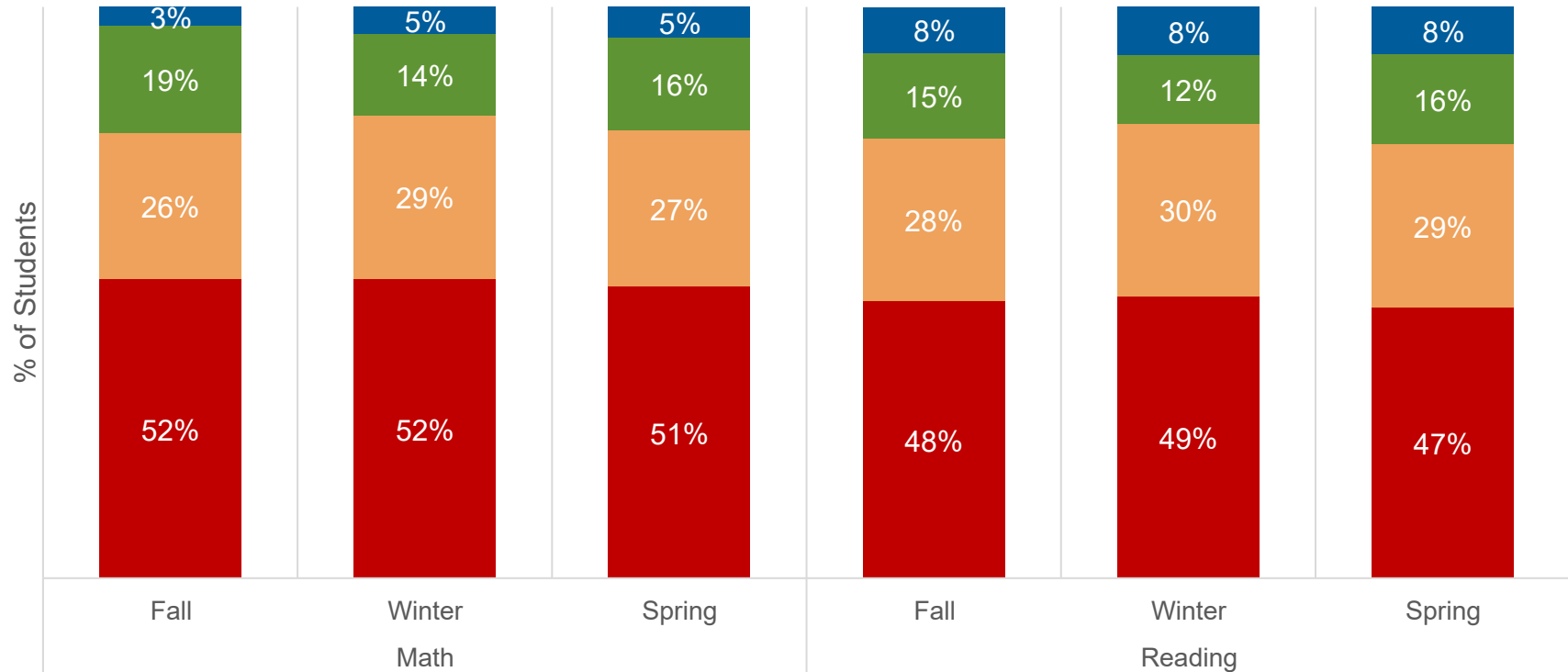


Projected SBAC proficiency is calculated by NWEA for Grades 3-5



Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



Meeting Annual Growth Targets

Benito Juarez Elementary



BJE NWEA Conditional Growth Index

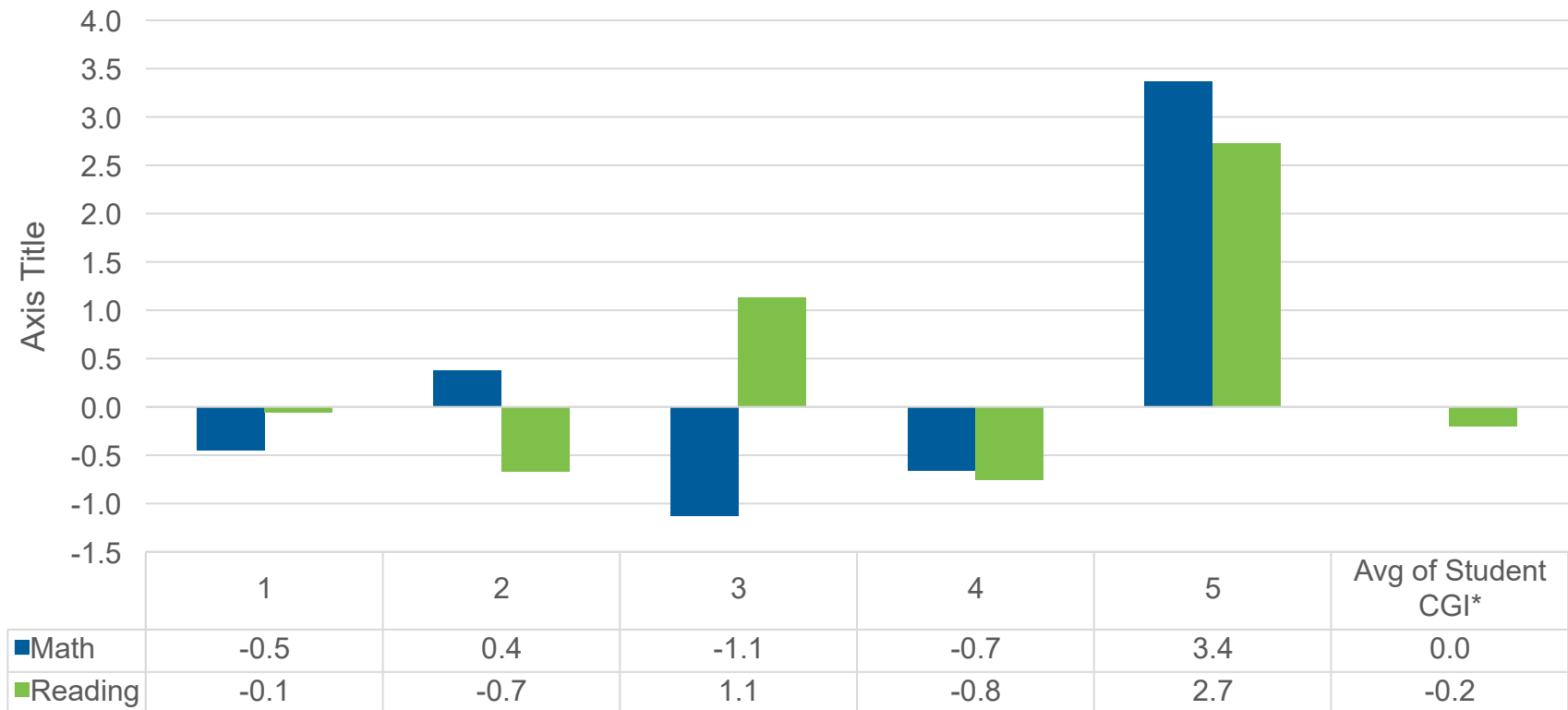
Fall to Spring in 2022-2023



AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



2022-23 Fall to Spring Conditional Growth Index



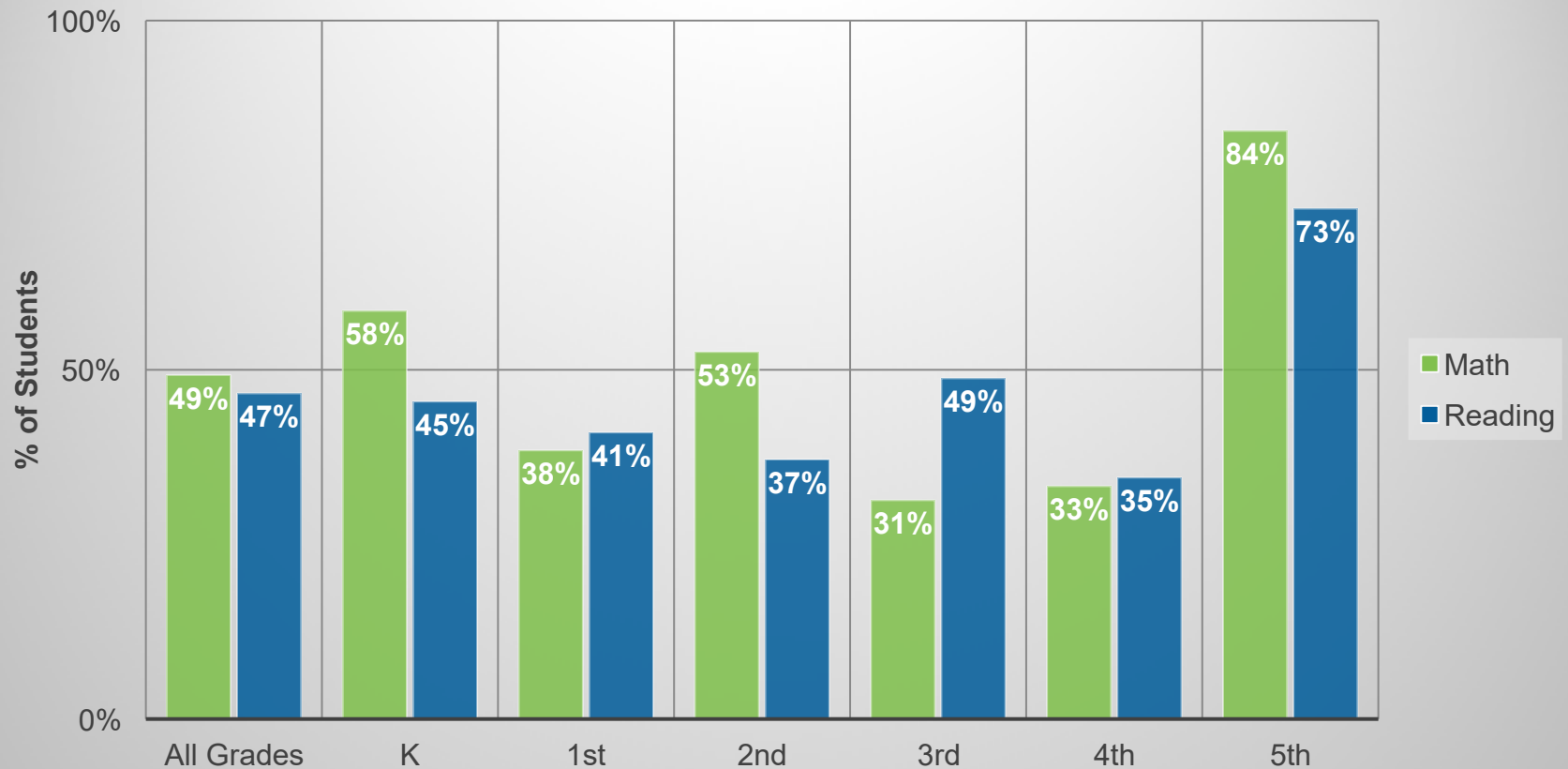
**Average of Student CGI is a different calculation than School CGI*

BJE Students Meeting Annual Growth Target 2022-2023 – by Grade Level

Nearly 50% of students schoolwide met their annual growth targets, with the highest percentage of students meeting growth in Grade 5



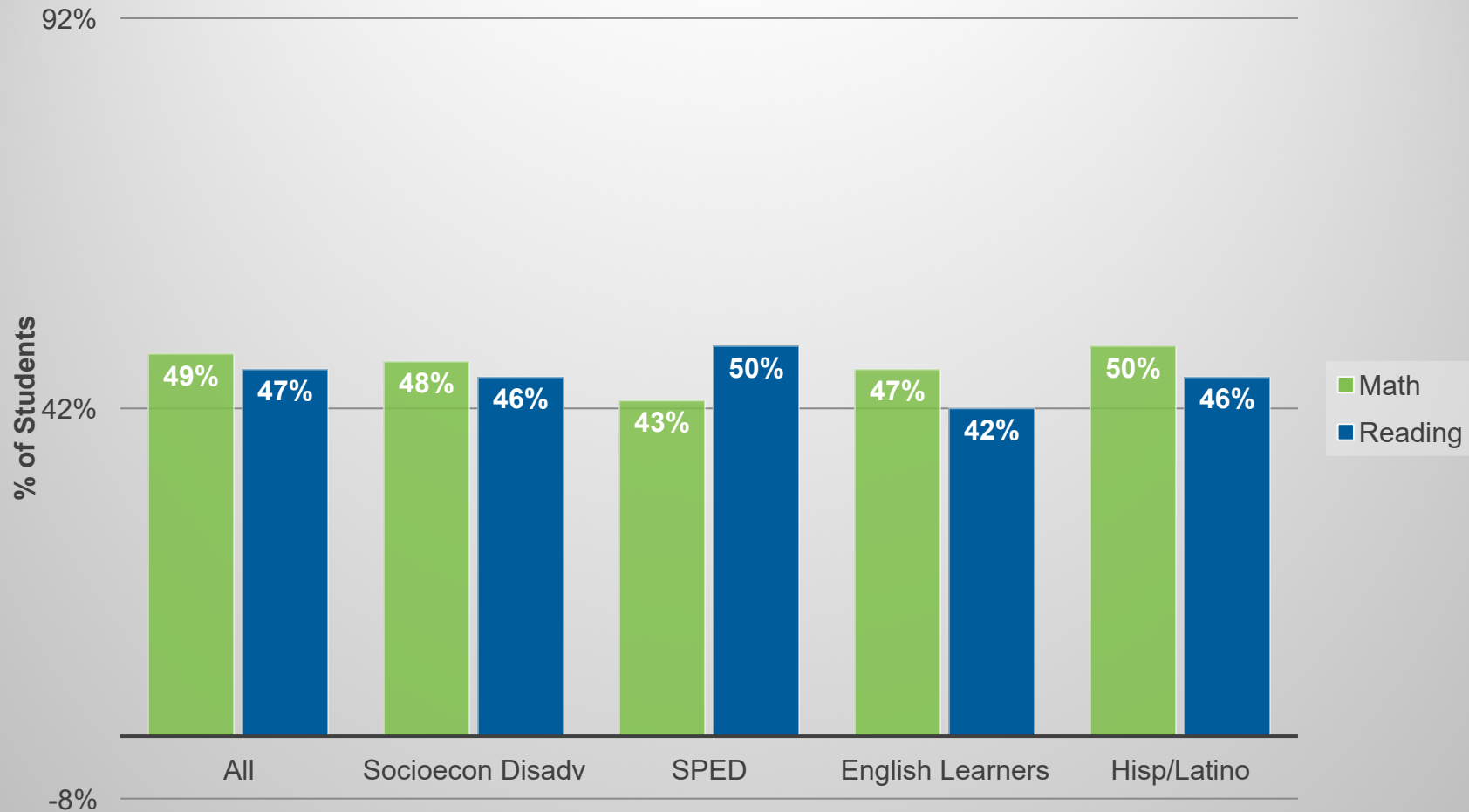
2022-23 Met Annual Growth Target



BJE Meeting Annual Growth Targets 2022-2023 – by Student Group



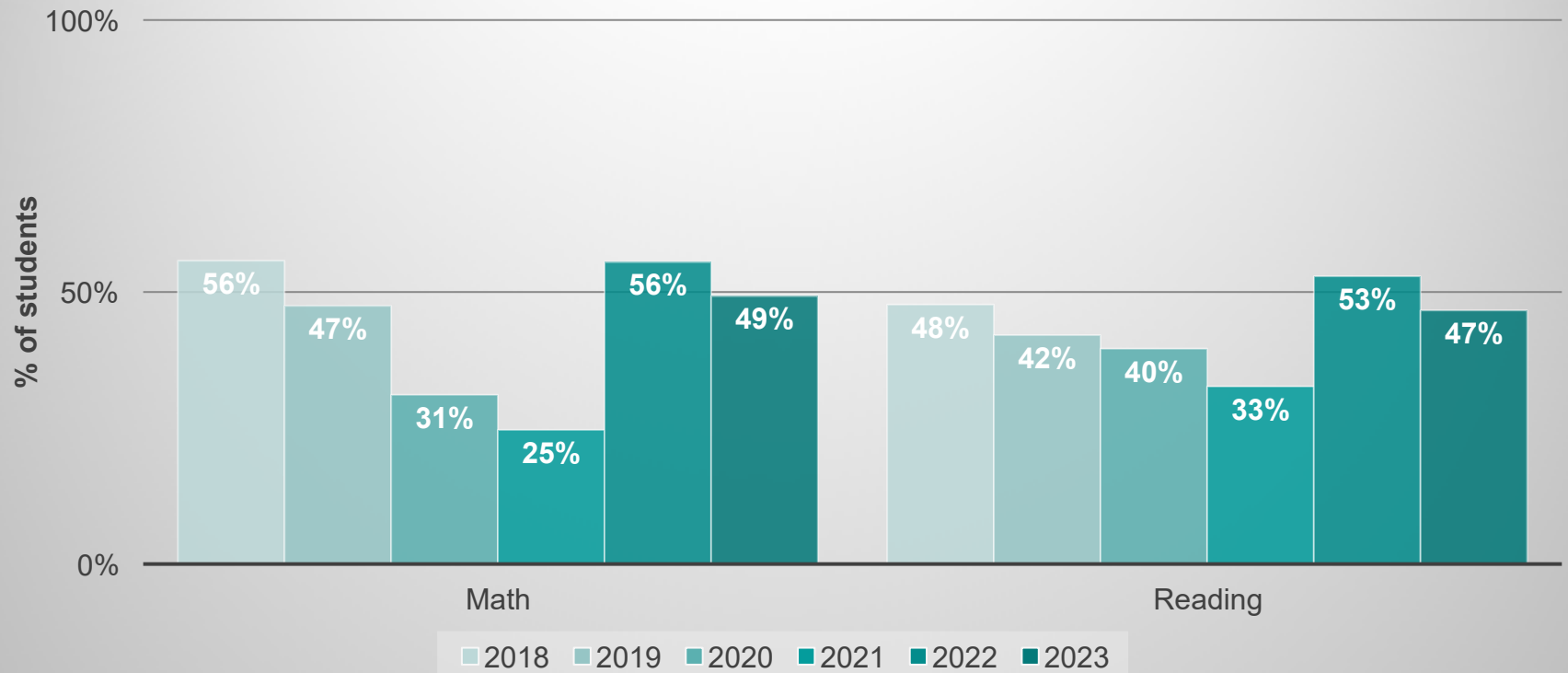
2022-23 Met Annual Growth Target by Student Group



The percent of students meeting their growth target has slightly declined from 2022 to 2023



Schoolwide Across Years: Met Annual Growth Target



John Henry High School NWEA MAP Overview





Test participation rate based on students enrolled continuously from Census Day (10/5) to the end of the school year.

Student Group	Math Spring	Reading Spring	Math Pre-Post	Reading Pre-Post
All Students	93%	93%	96%	95%
Socioeconomically Disadvantaged	93%	93%	96%	95%
SPED	87%	87%	90%	90%
English Learners	93%	92%	98%	96%
Black/African American	62%	62%	62%	62%
Hispanic/Latino	95%	95%	98%	97%

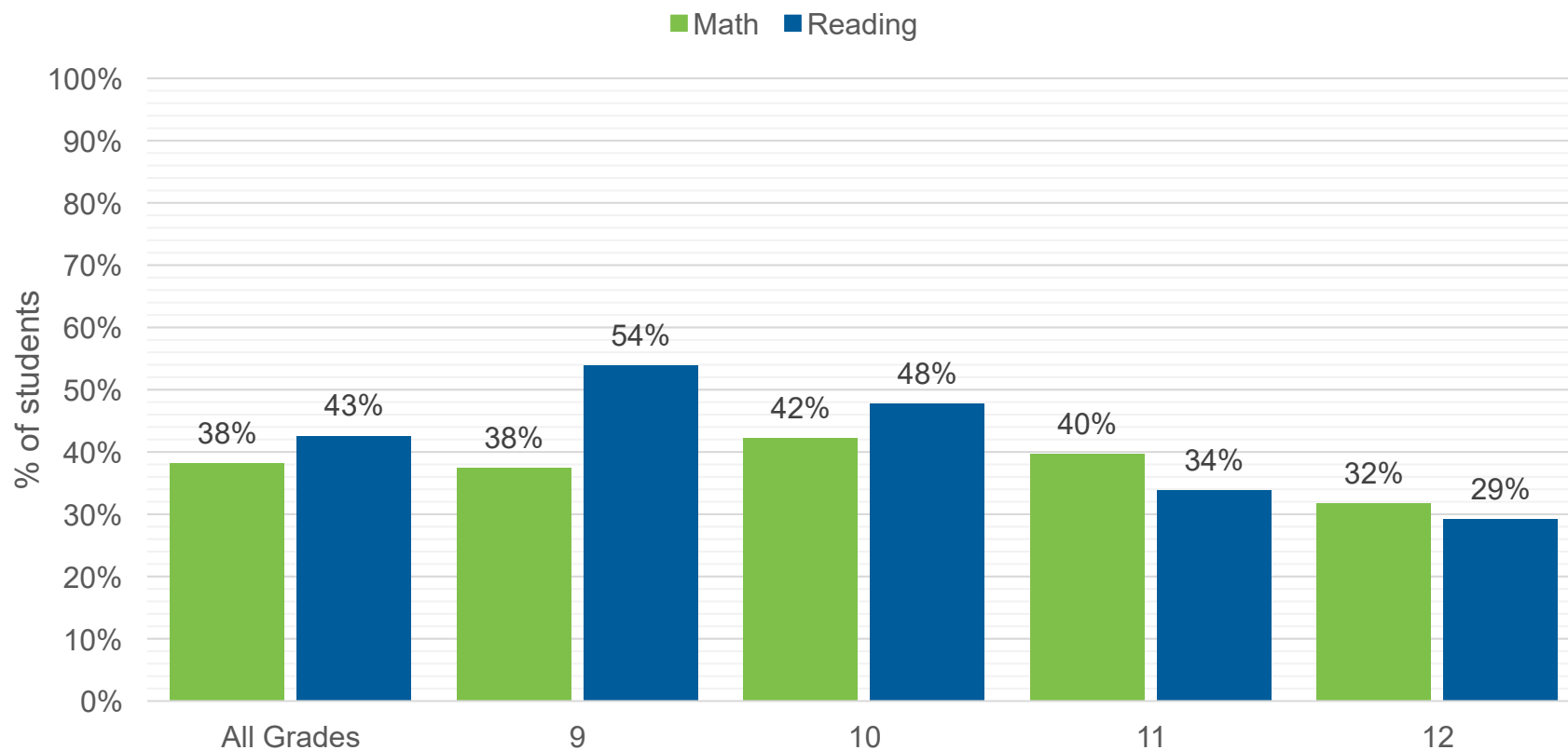
JHHS Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



In both math and reading, under 50% of students are performing on or above grade level



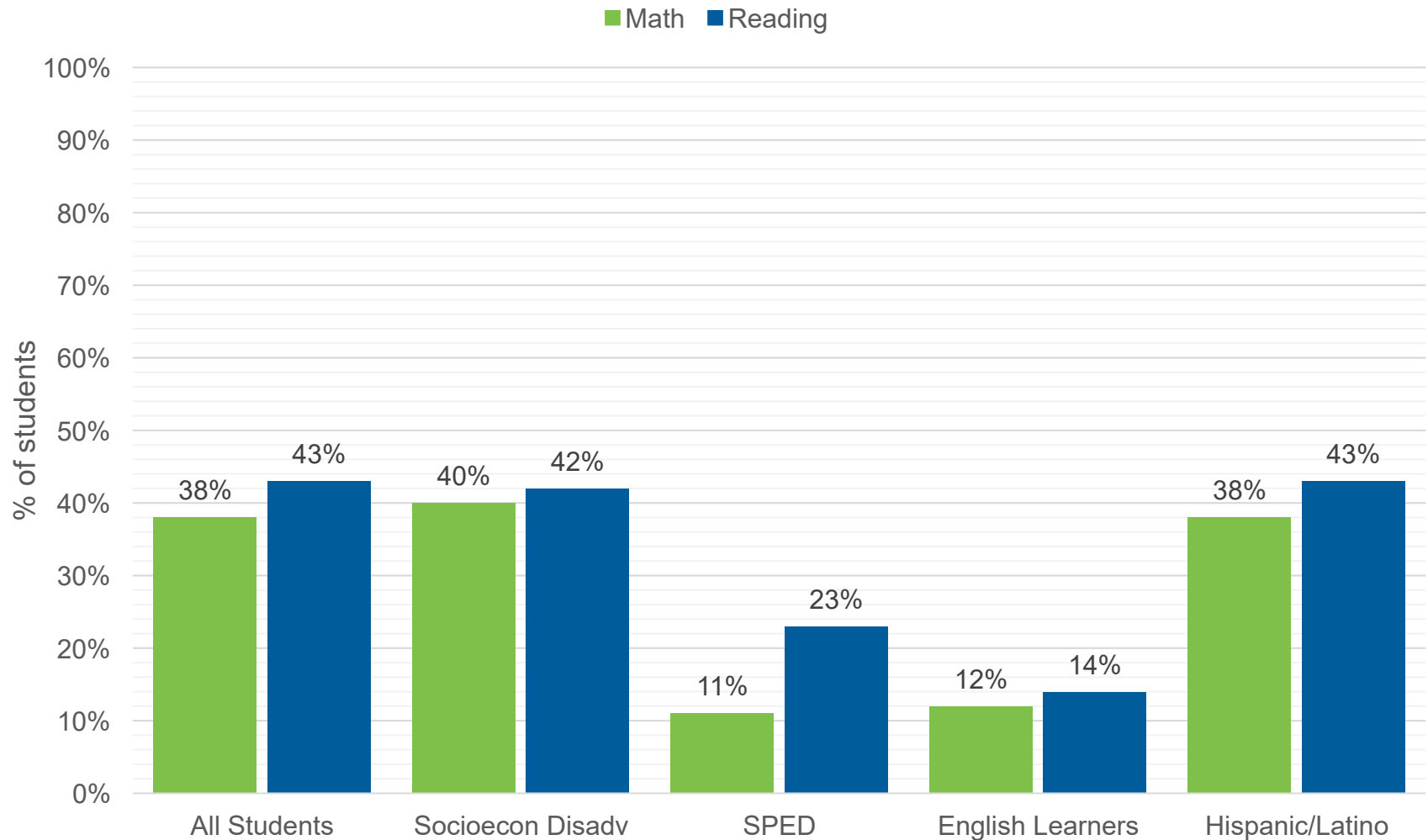
Spring 2023: Students Above 40th Percentile by Grade Level



JHHS Students Performing At or Above Grade Level Expectations Spring 2023 – by Student Group



Spring 2023: Students Above 40th Percentile by Student Group



JHHS Spring Performance Across Years

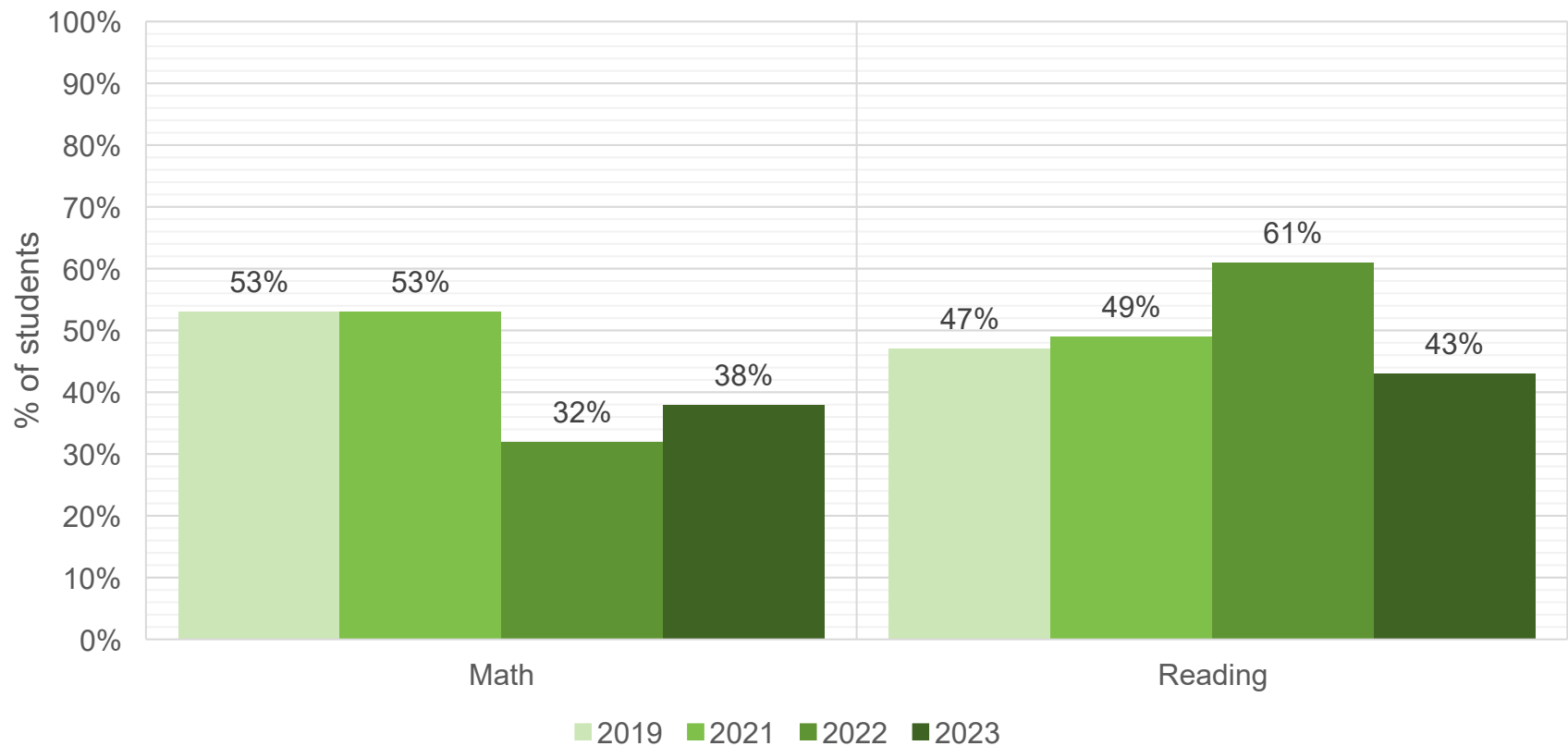
Students At or Above Grade Level Expectations



Performance at JHHS has improved in Math from 2022 to 2023, and declined in Reading



Schoolwide Across Years: Students Above 40th Percentile



JHHS RIT Performance compared to National RIT Norm

Spring 2023

Amethod Public Schools - Regular Meeting of the AMPS Board of Directors - Agenda - Wednesday June 21, 2023 at 6:00 PM

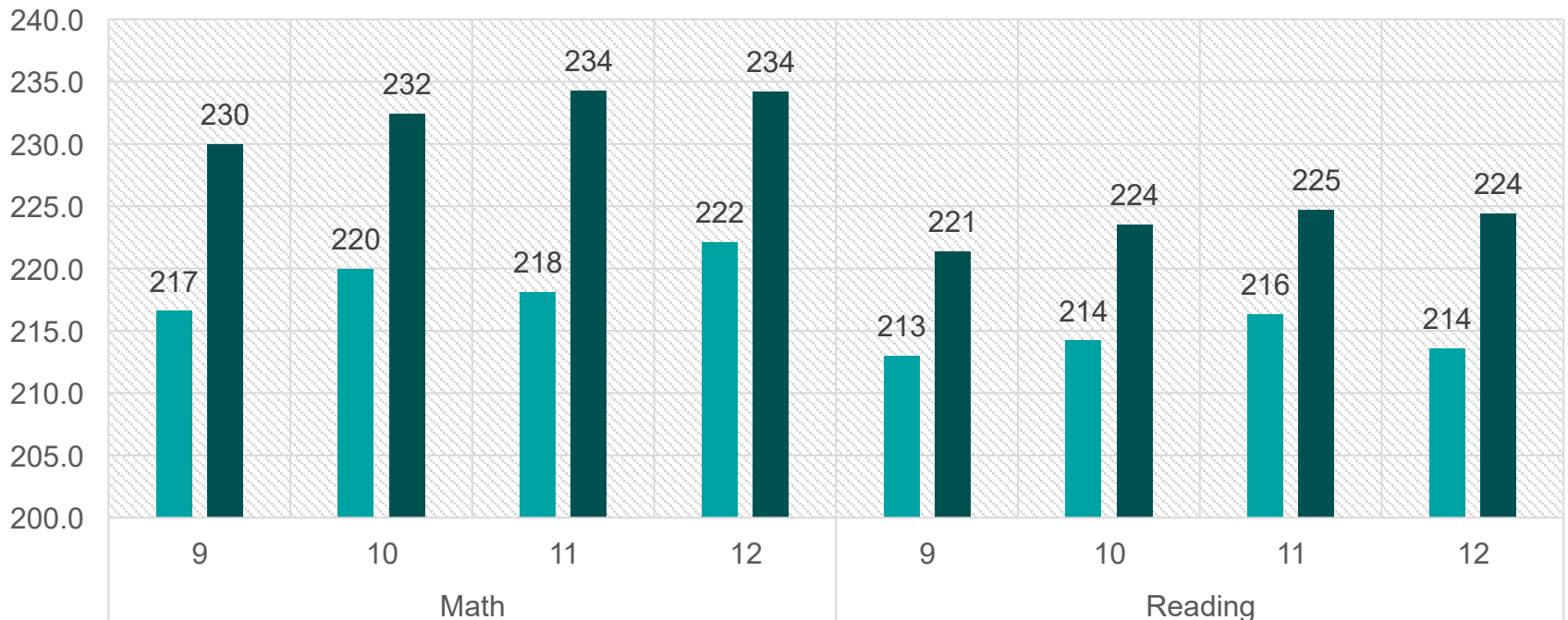


NWEA National Norms are based on a pre-pandemic study.



School Average RIT in Spring 22-23 Compared to National Norms by Grade Level

■ School Avg RIT ■ National RIT Norm



JHHS Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

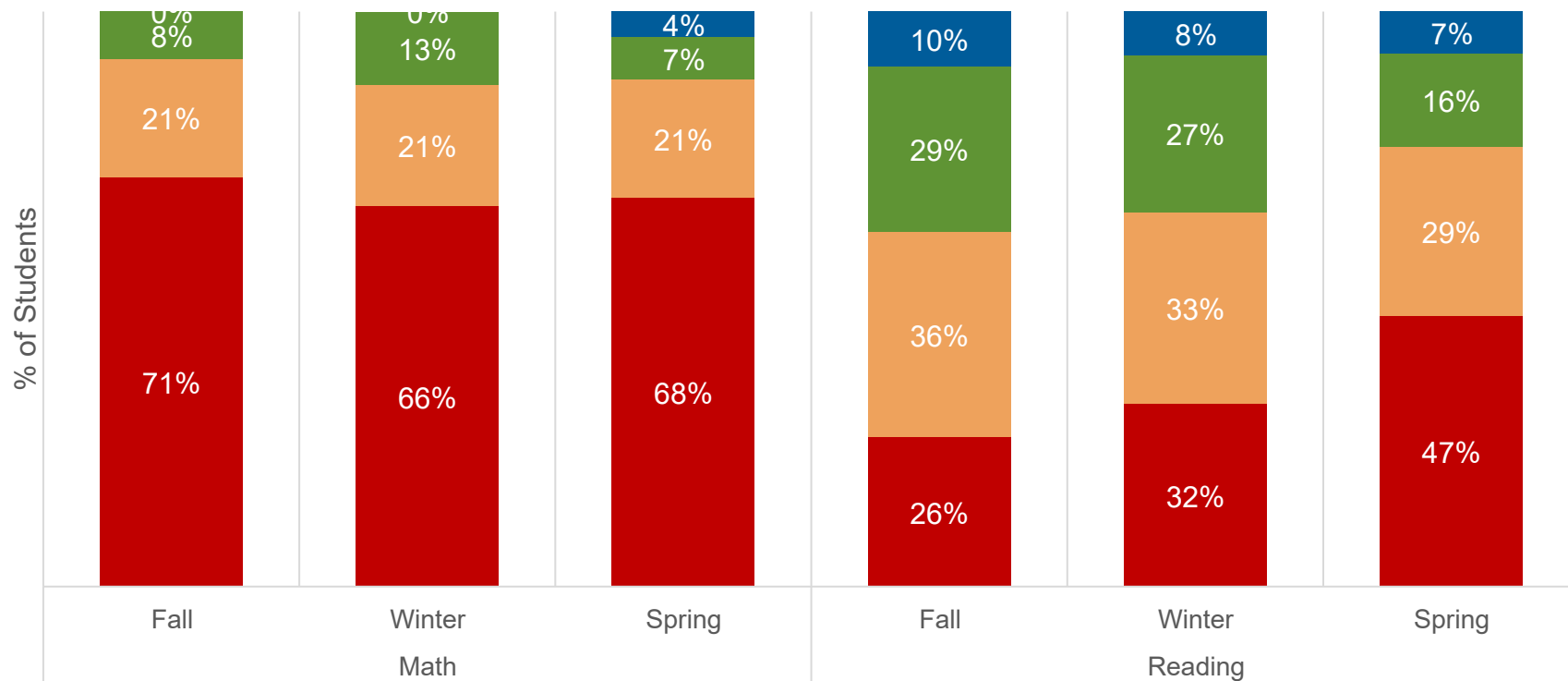


Projected SBAC proficiency is calculated by NWEA for Grade 11



Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



Meeting Annual Growth Targets

John Henry High School



JHHS NWEA Conditional Growth Index

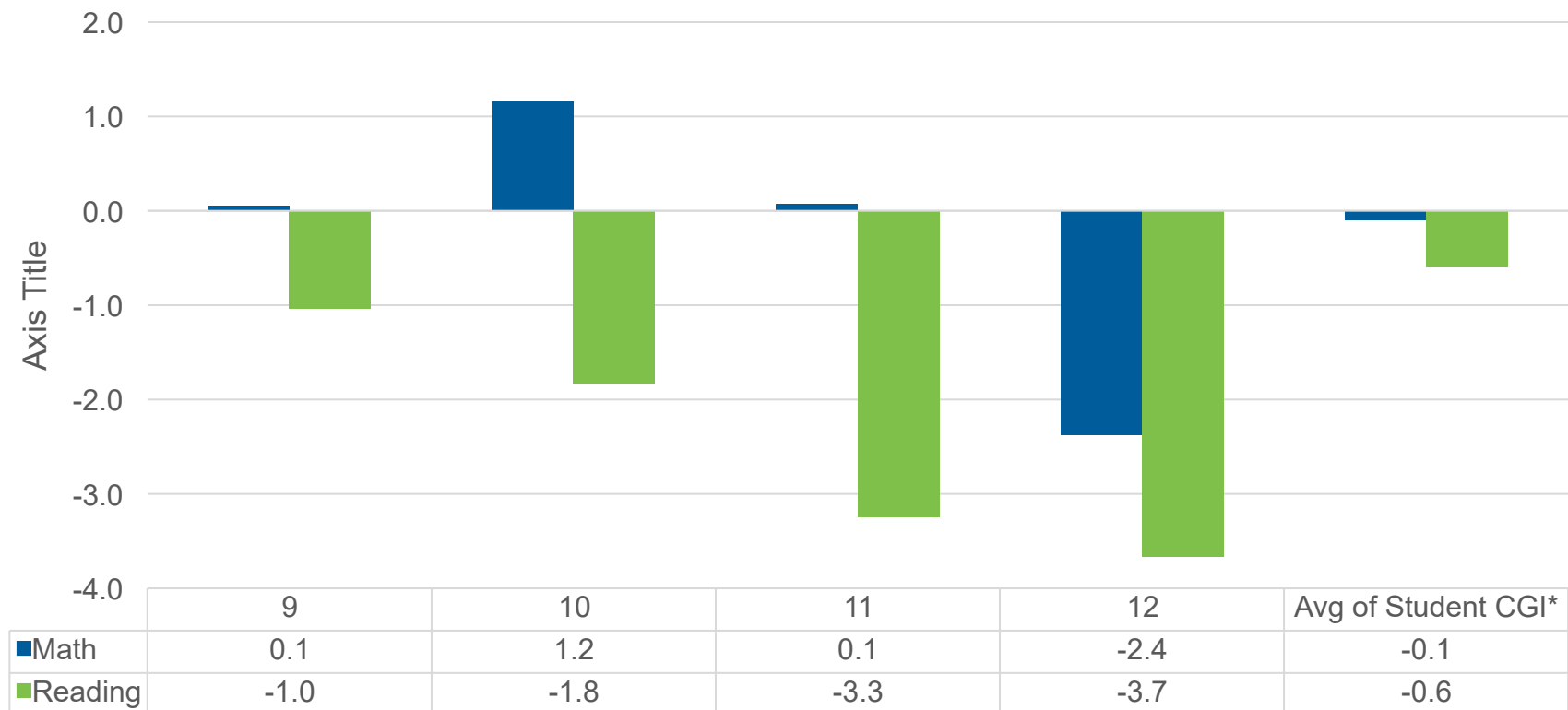
Fall to Spring in 2022-2023



AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

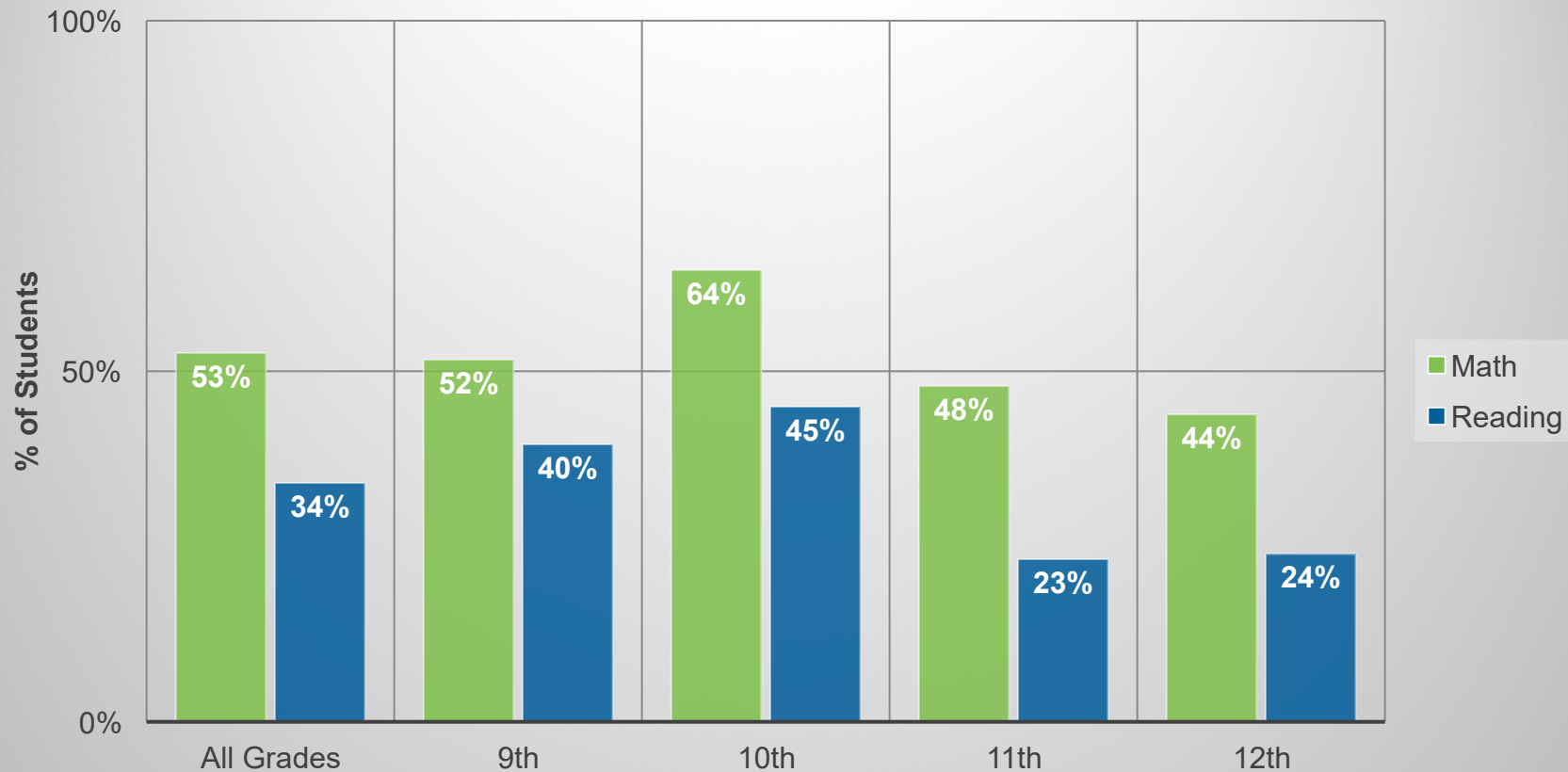
JHHS Students Meeting Annual Growth Target 2022-2023 – by Grade Level



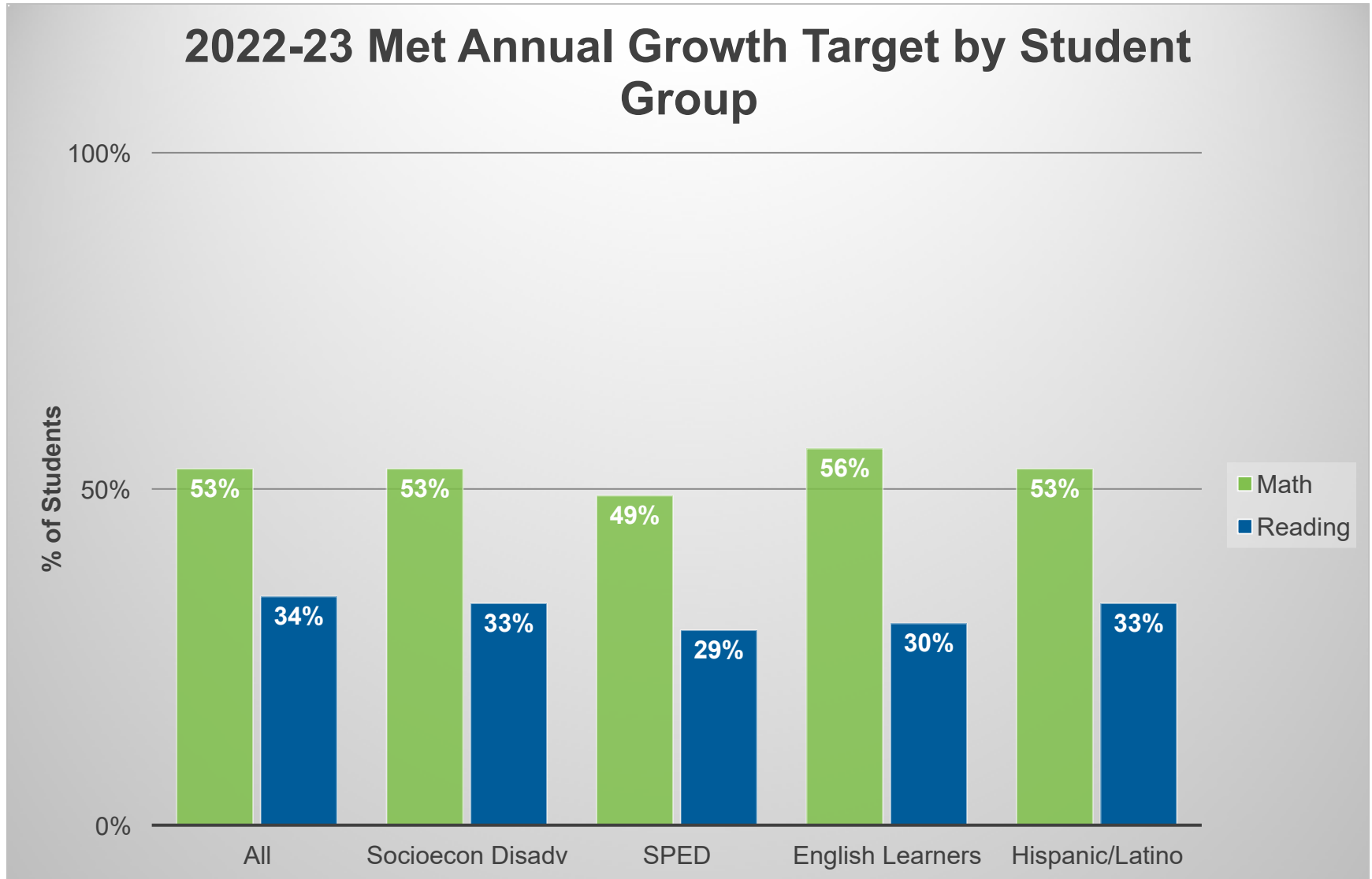
2023 growth was much stronger in Math than Reading, with over 50% of students meeting their growth target in Math, compared to 34% in Reading.



2022-23 Met Annual Growth Target



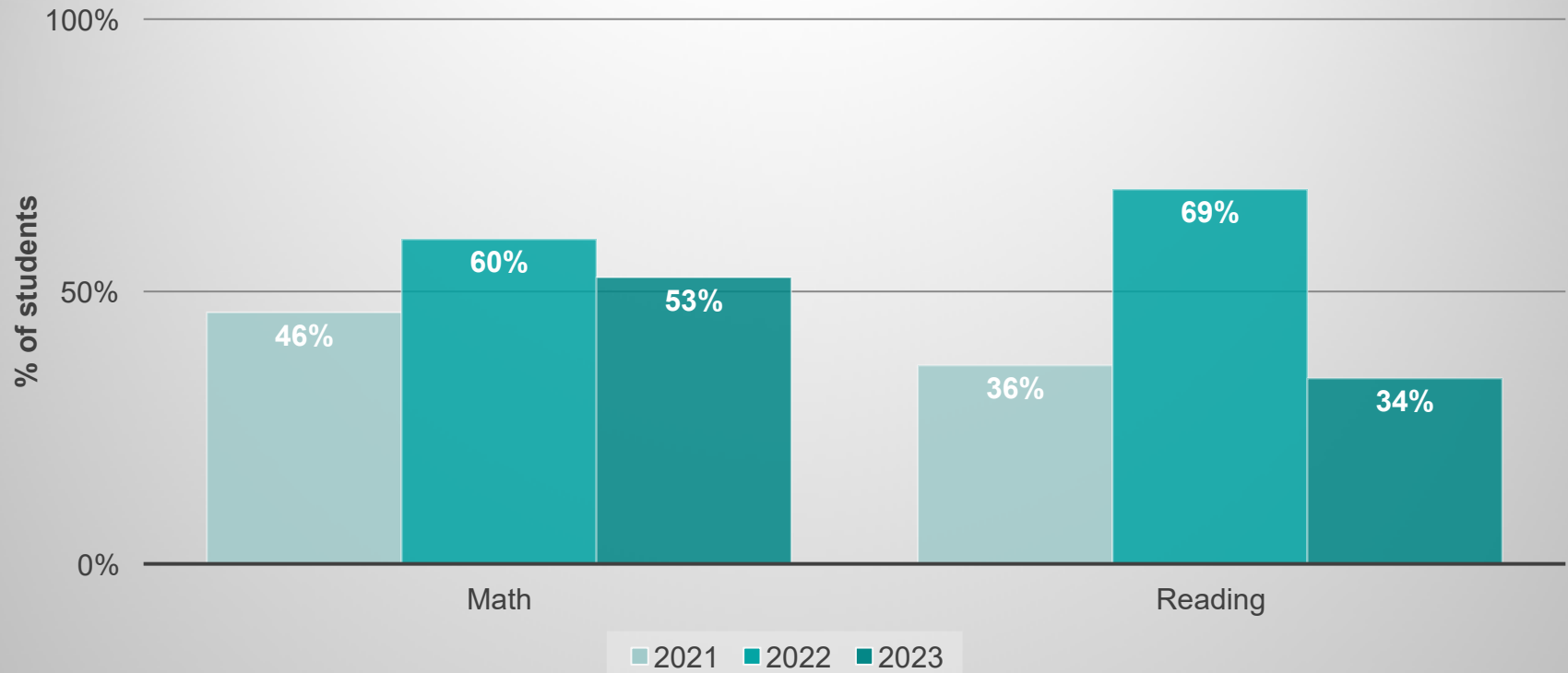
JHHS Meeting Annual Growth Targets 2022-2023 – by Student Group



Growth has declined in 2023 from 2022



Schoolwide Across Years: Met Annual Growth Target



Downtown Charter Academy NWEA MAP Overview



DCA NWEA MAP Participation Rate

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Test participation rate based on students enrolled continuously from Census Day (10/5) to the end of the school year.

Student Group	Math Spring	Rdg Spring	Lang Spring	Sci Spring	Math Pre-Post	Rdg Pre-Post	Lang Pre-Post	Sci Pre-Post
All Students	99%	99%	98%	99%	99%	99%	98%	99%
Socioecon Disadv	99%	99%	98%	99%	99%	99%	98%	99%
SPED	94%	94%	91%	94%	91%	91%	88%	91%
English Learners	97%	97%	95%	97%	97%	97%	97%	97%
Asian	99%	99%	99%	99%	99%	99%	99%	99%
Hispanic/Latino	95%	95%	93%	95%	95%	95%	95%	95%

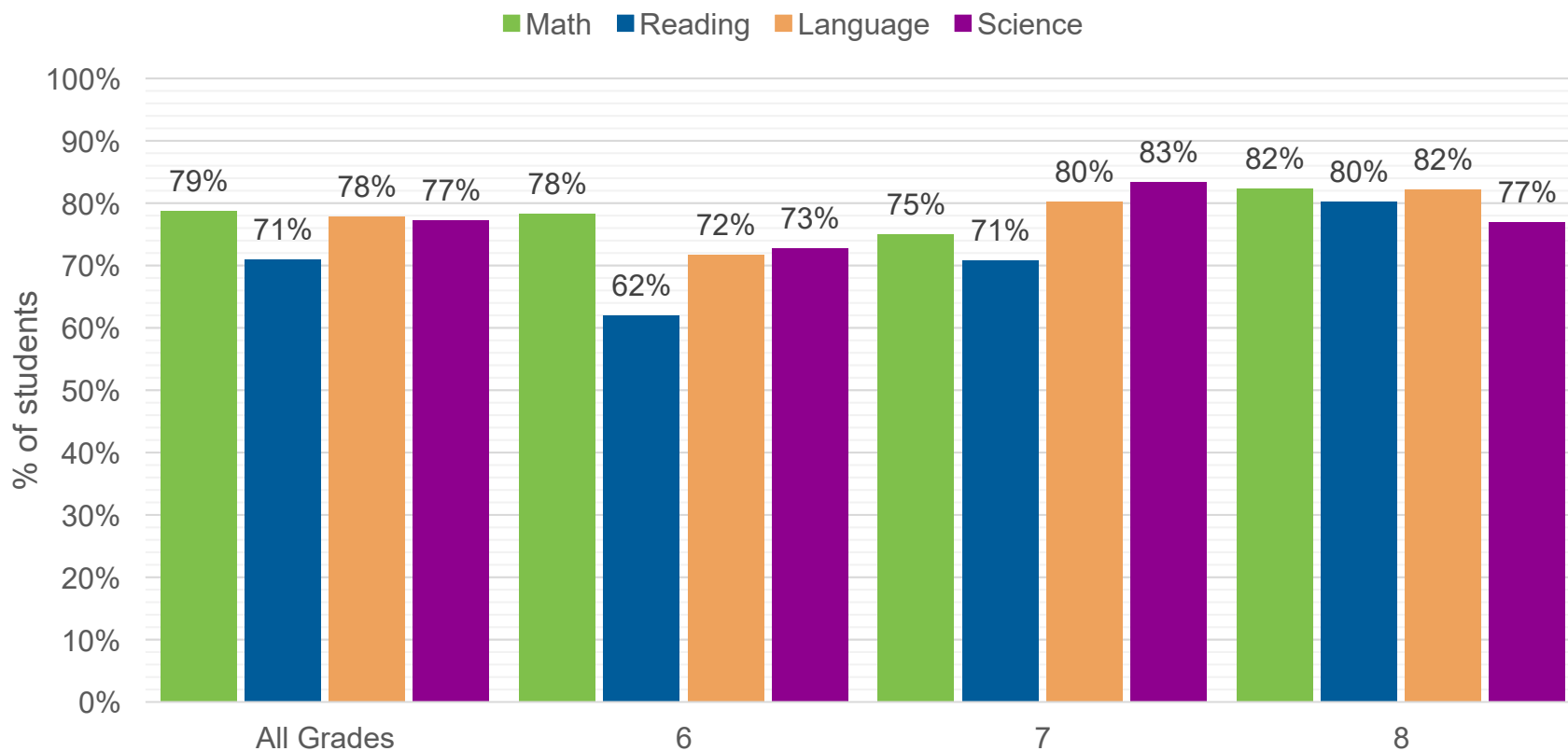
DCA Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



A very high percentage of students are performing Average or Above Average across grades and subjects



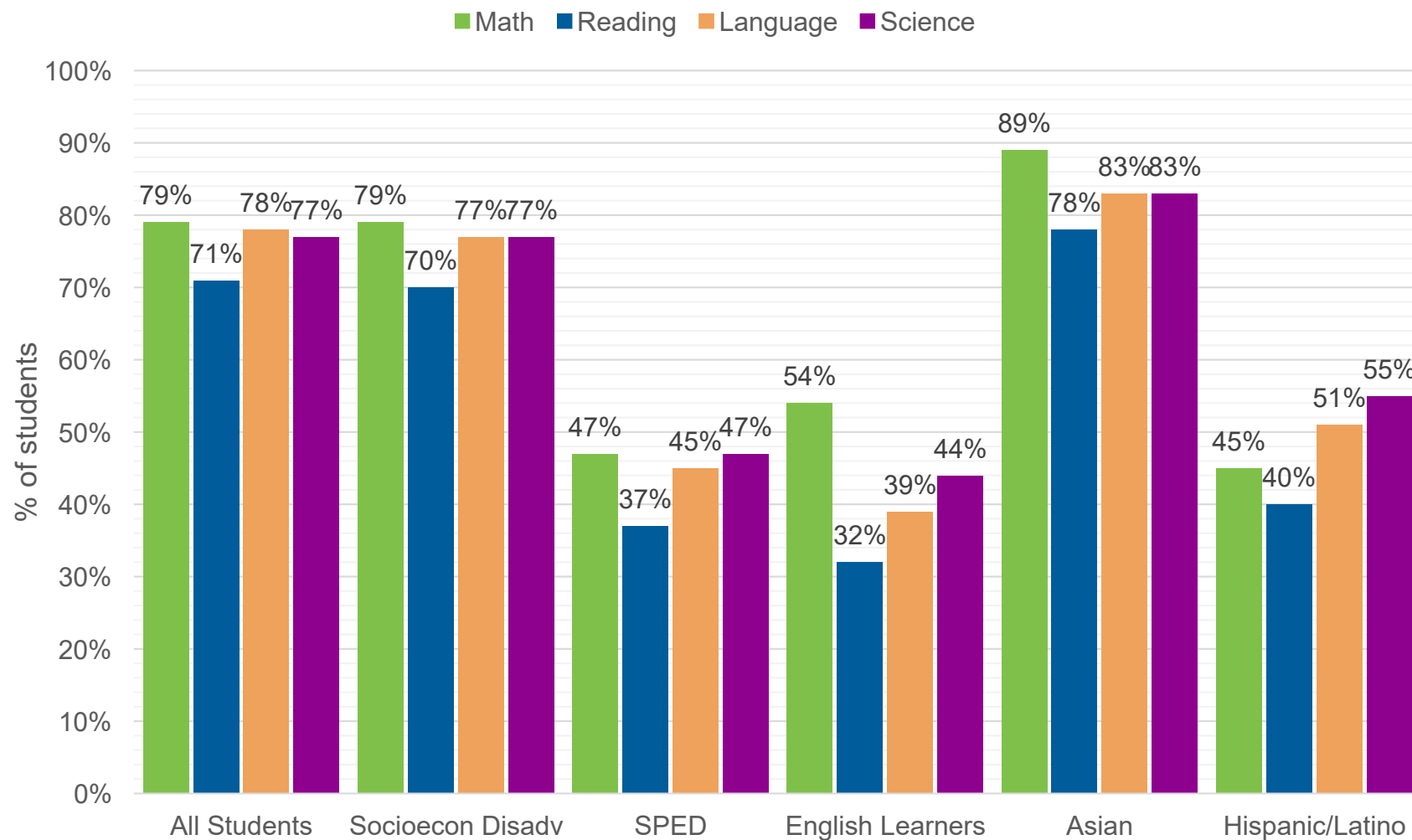
Spring 2023: Students Above 40th Percentile by Grade Level



DCA Students Performing At or Above Grade Level Expectations Spring 2023 – by Student Group



Spring 2023: Students Above 40th Percentile by Student Group



DCA Spring Performance Across Years

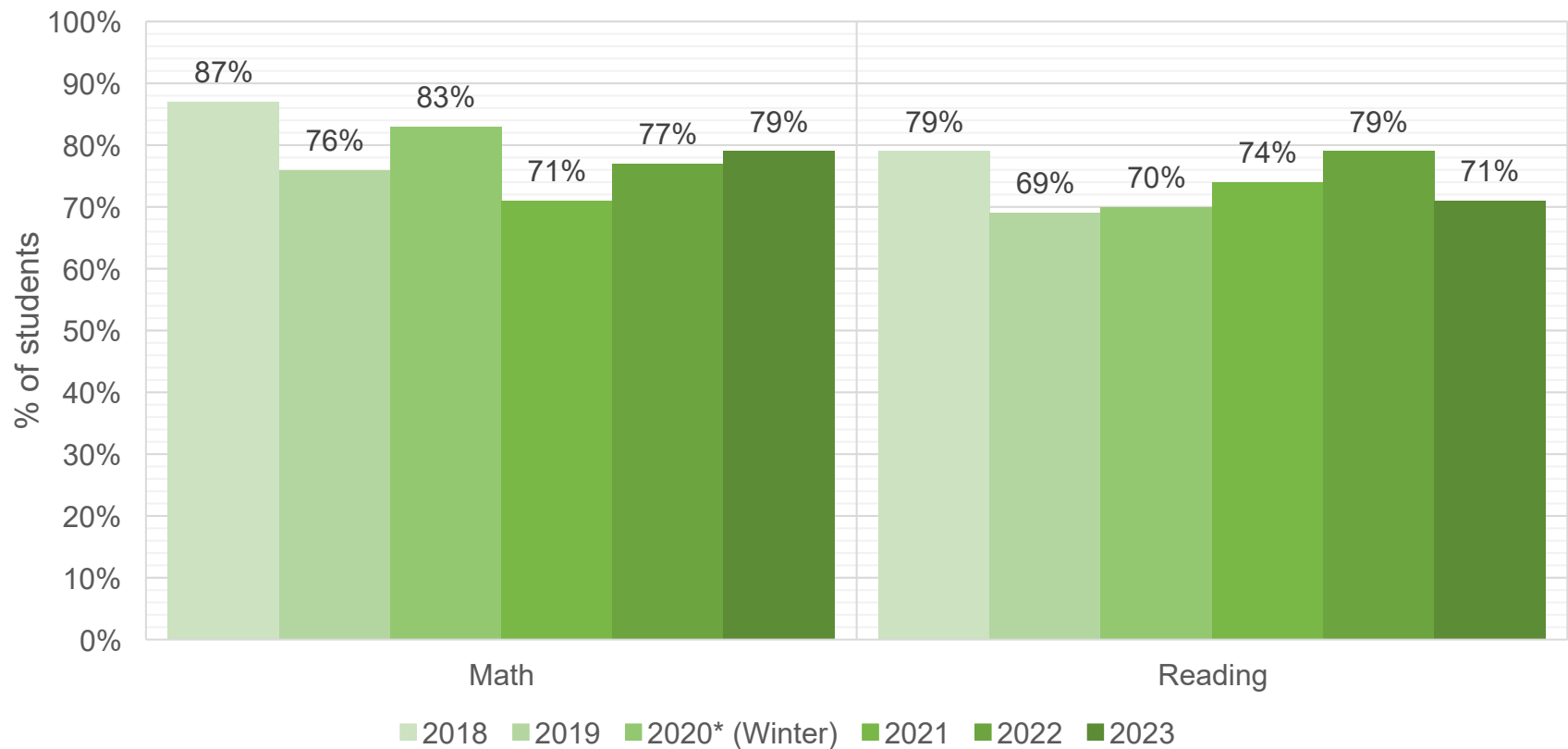
Students At or Above Grade Level Expectations



Performance at DCA has been consistently high over recent years.



Schoolwide Across Years: Students Above 40th Percentile



DCA RIT Performance compared to National RIT Norm Spring 2023

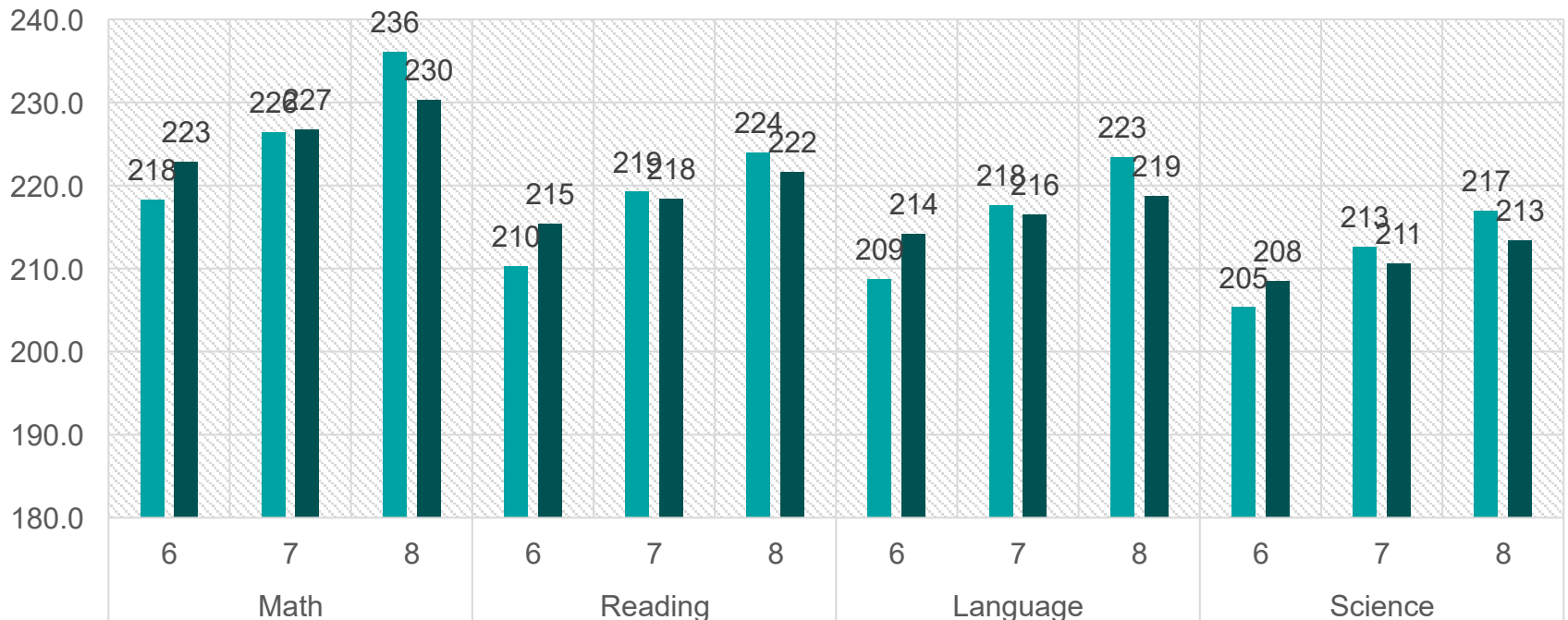


NWEA National Norms are based on a pre-pandemic study.



School Average RIT in Spring 22-23 Compared to National Norms by Grade Level

■ School Avg RIT ■ National RIT Norm



DCA Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

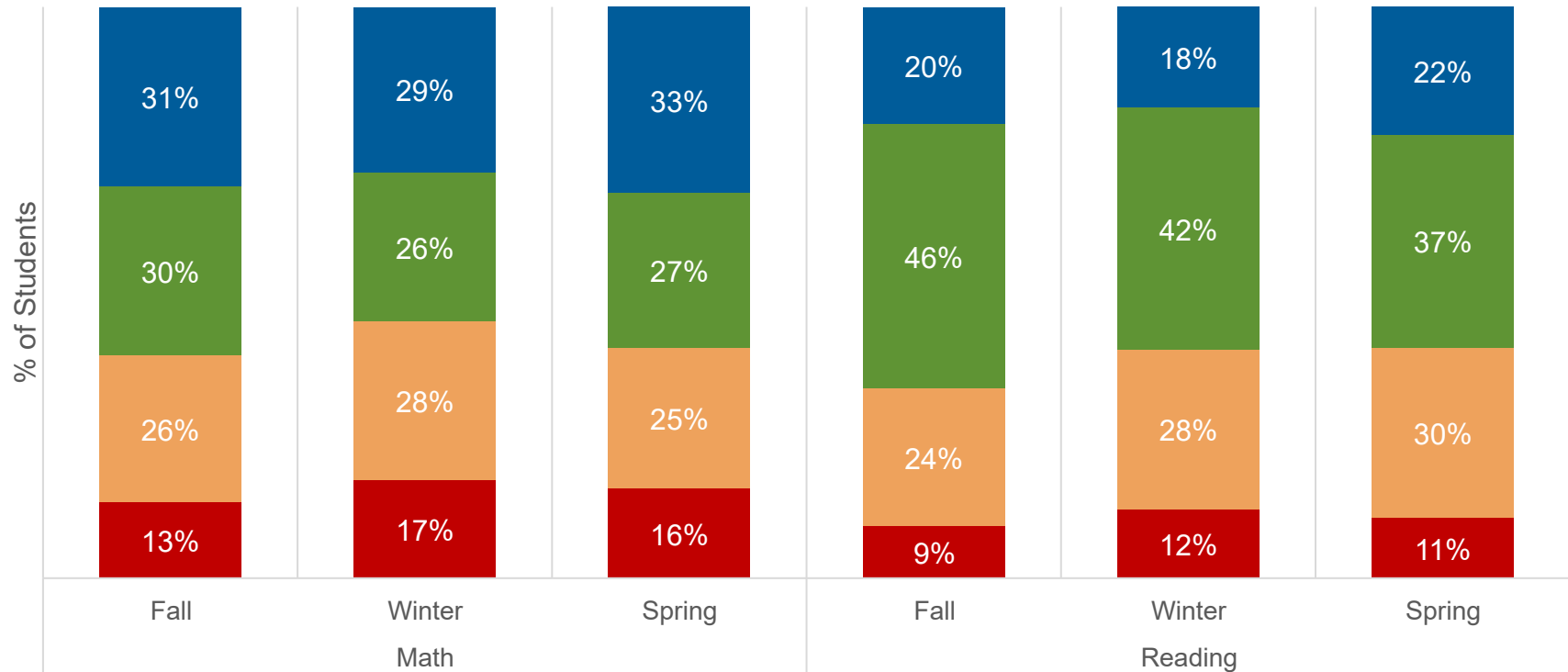


Projected SBAC proficiency is calculated by NWEA



Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



Meeting Annual Growth Targets

Downtown Charter Academy



DCA NWEA Conditional Growth Index

Fall to Spring in 2022-2023



AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



2022-23 Fall to Spring Conditional Growth Index



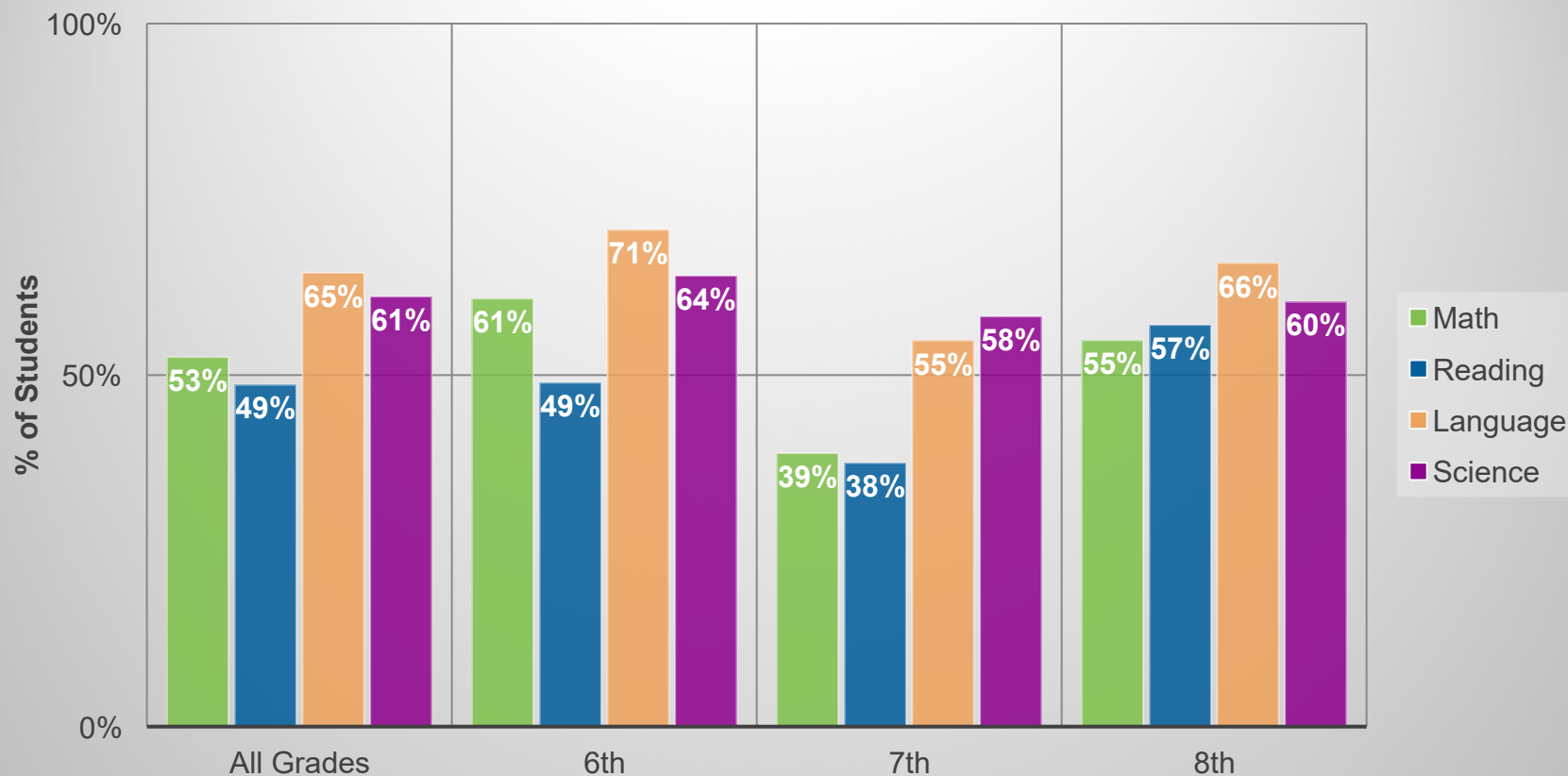
**Average of Student CGI is a different calculation than School CGI*

DCA Students Meeting Annual Growth Target 2022-2023 – by Grade Level

Around 50% of students or higher met their annual growth targets in all subjects, with the highest percent of students meeting growth shown in language usage and science



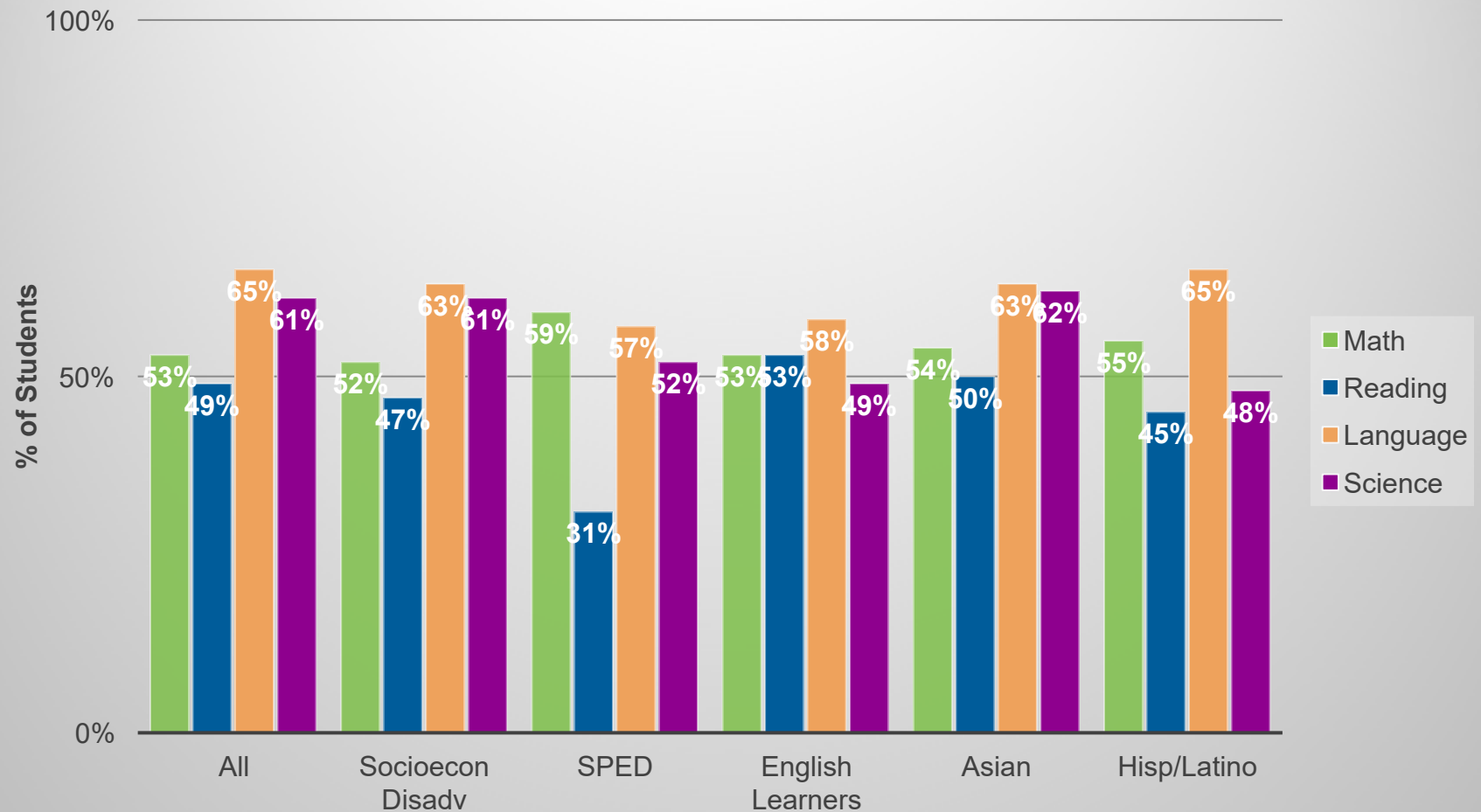
2022-23 Met Annual Growth Target



DCA Meeting Annual Growth Targets 2022-2023 – by Student Group



2022-23 Met Annual Growth Target by Student Group



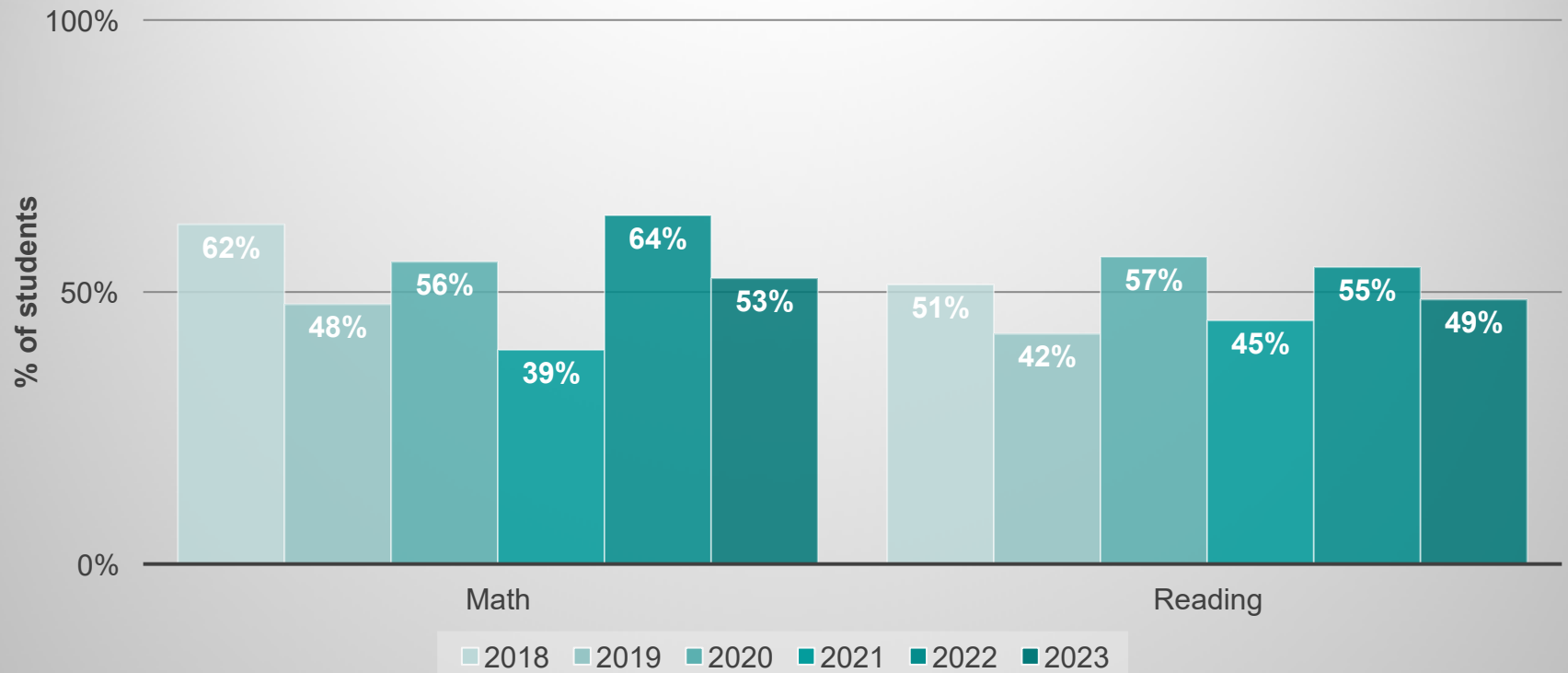
DCA Meeting Growth Target Across Years



The percent of students meeting their growth target has slightly declined from 2022 to 2023



Schoolwide Across Years: Met Annual Growth Target



Oakland Charter Academy NWEA MAP Overview



OCA NWEA MAP Participation Rate



Test participation rate based on students enrolled continuously from Census Day (10/5) to the end of the school year.

Student Group	Math Spring	Reading Spring	Math Pre-Post	Reading Pre-Post
All Students	98%	95%	98%	99%
Socioeconomically Disadvantaged	98%	95%	98%	99%
SPED	95%	100%	95%	100%
English Learners	98%	95%	97%	98%
Hispanic/Latino	98%	94%	99%	99%
White	100%	100%	100%	100%

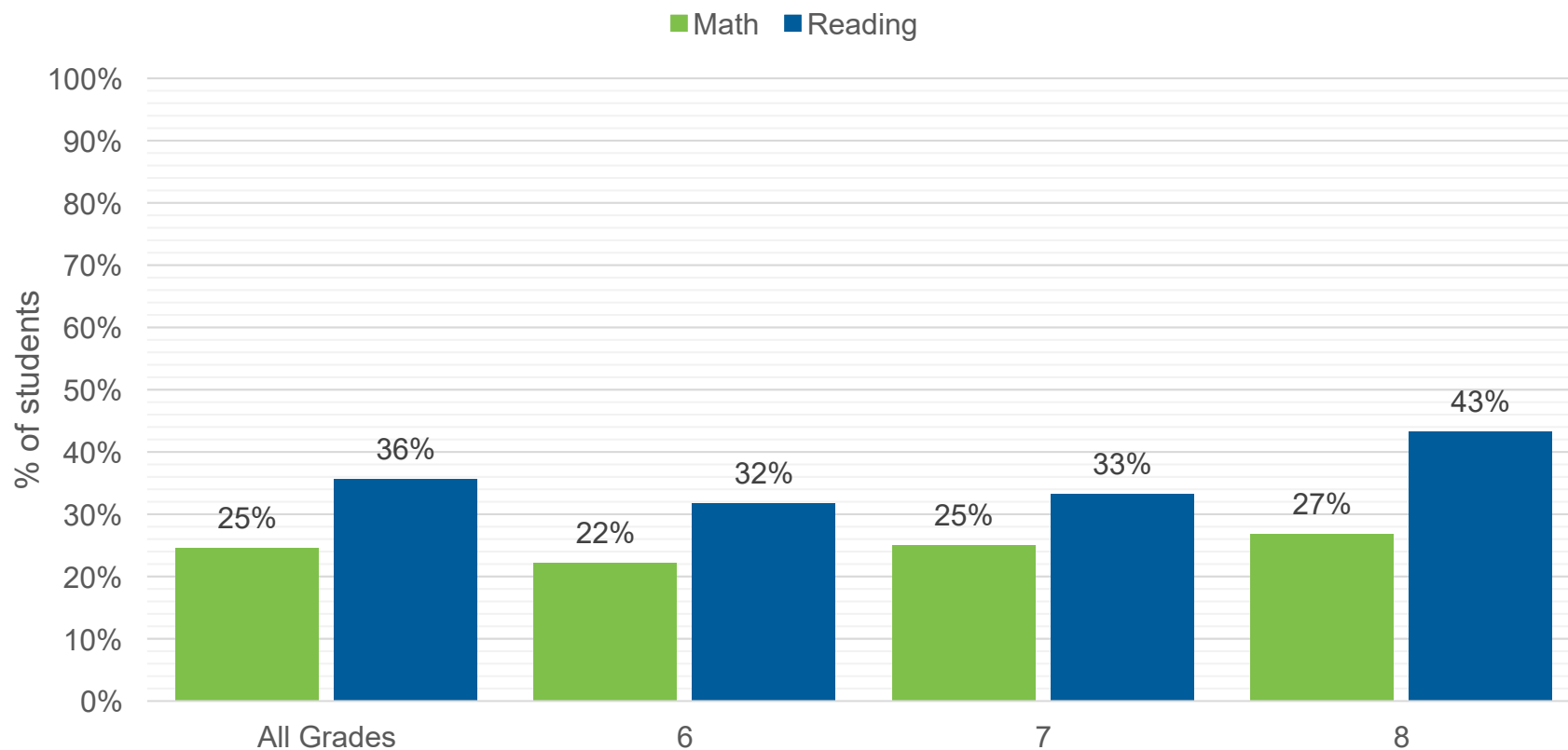
OCA Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



Students in grade 8 have the highest percentage of students performing on or above grade level in both math and reading.



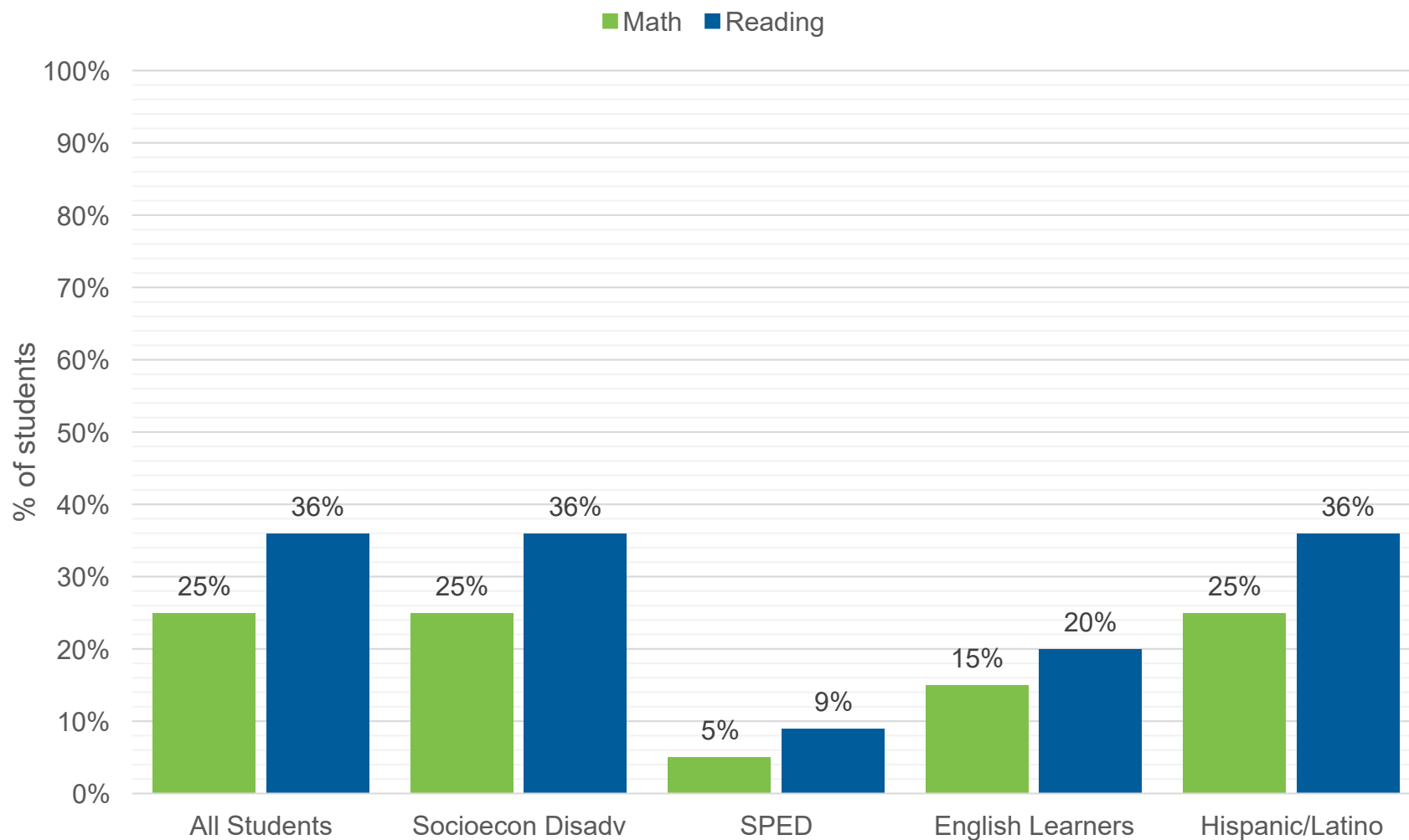
Spring 2023: Students Above 40th Percentile by Grade Level



OCA Students Performing At or Above Grade Level Expectations Spring 2023 – by Student Group



Spring 2023: Students Above 40th Percentile by Student Group



OCA Spring Performance Across Years

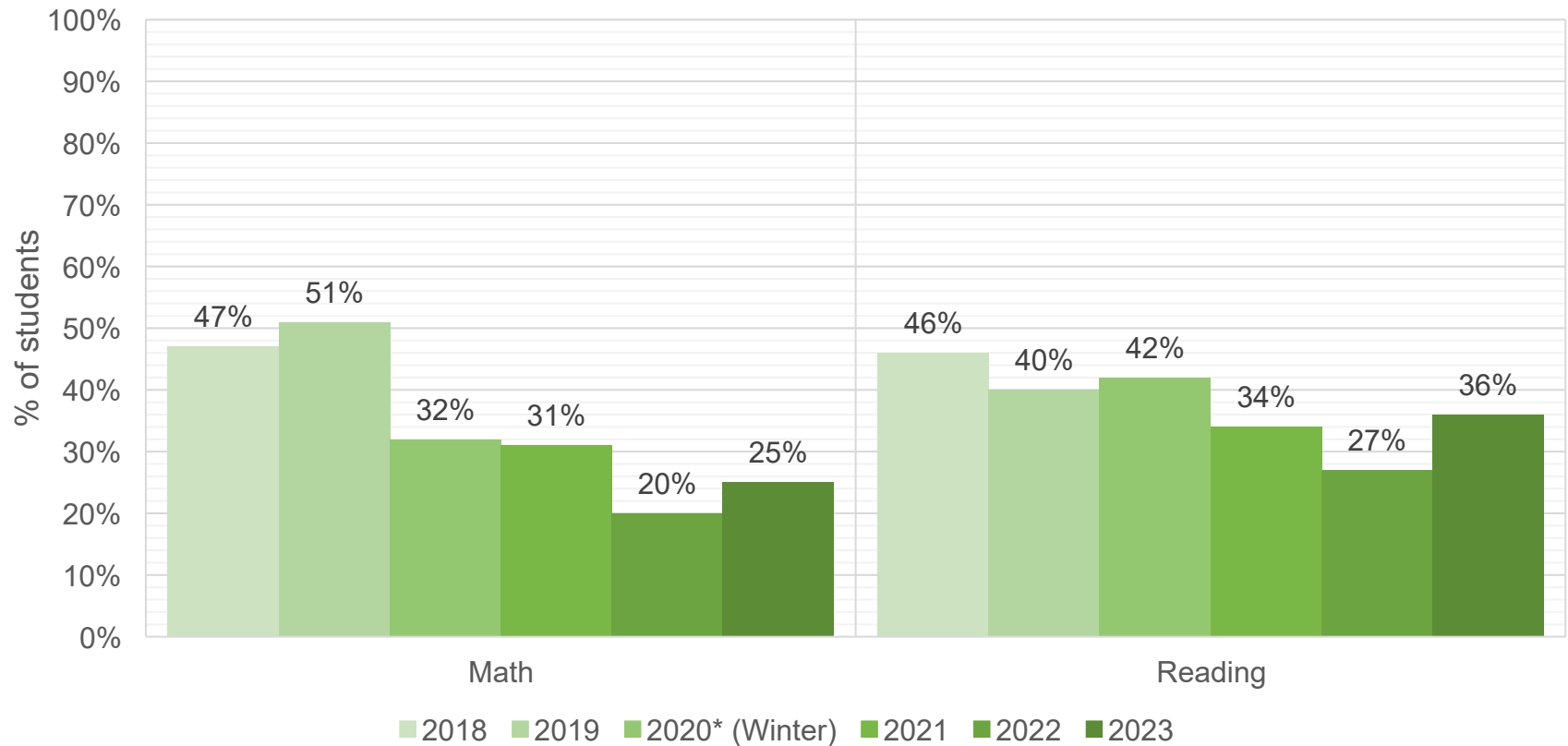
Students At or Above Grade Level Expectations



Performance at OCA has increased in 2023 from 2022



Schoolwide Across Years: Students Above 40th Percentile



OCA RIT Performance compared to National RIT Norm

Spring 2023

Amethod Public Schools - Regular Meeting of the AMPS Board of Directors - Agenda - Wednesday June 21, 2023 at 6:00 PM

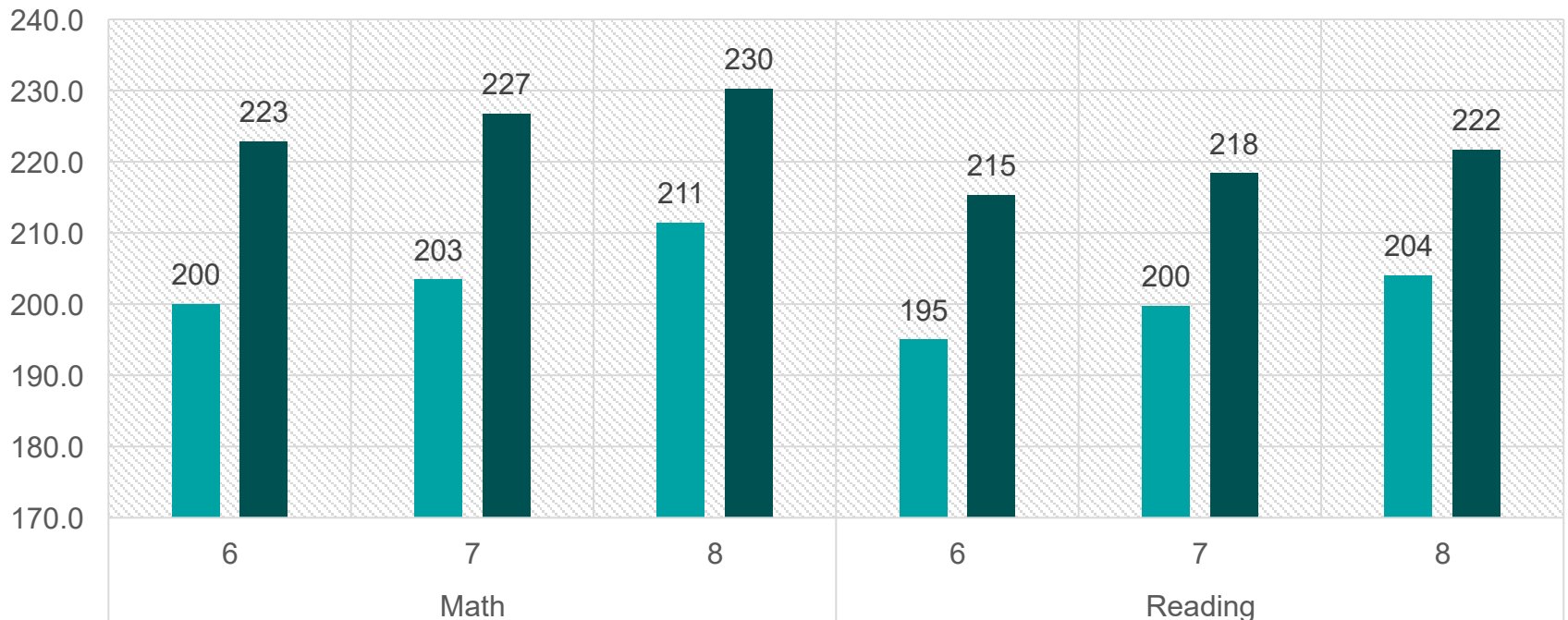


NWEA National Norms are based on a pre-pandemic study.



School Average RIT in Spring 22-23 Compared to National Norms by Grade Level

■ School Avg RIT ■ National RIT Norm



OCA Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

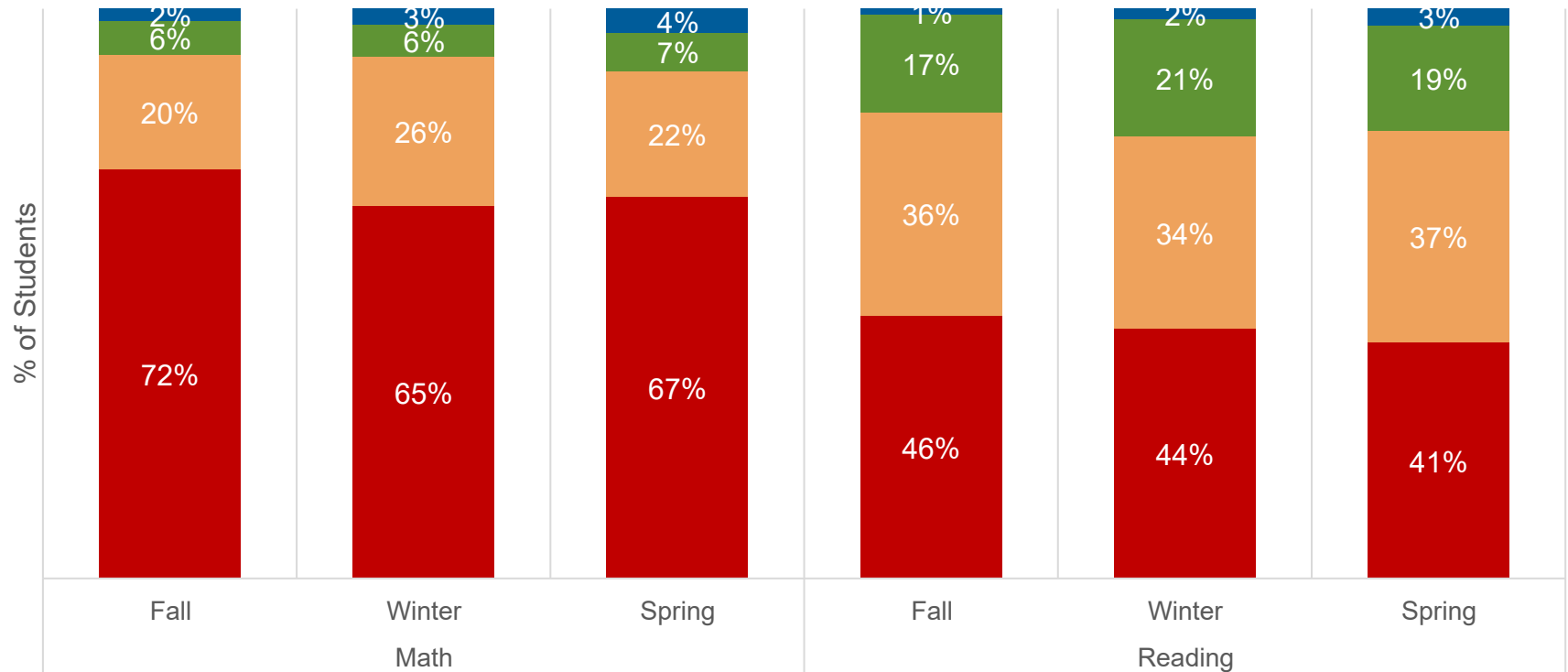


Projected SBAC proficiency is calculated by NWEA



Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



Meeting Annual Growth Targets

Oakland Charter Academy



OCA NWEA Conditional Growth Index

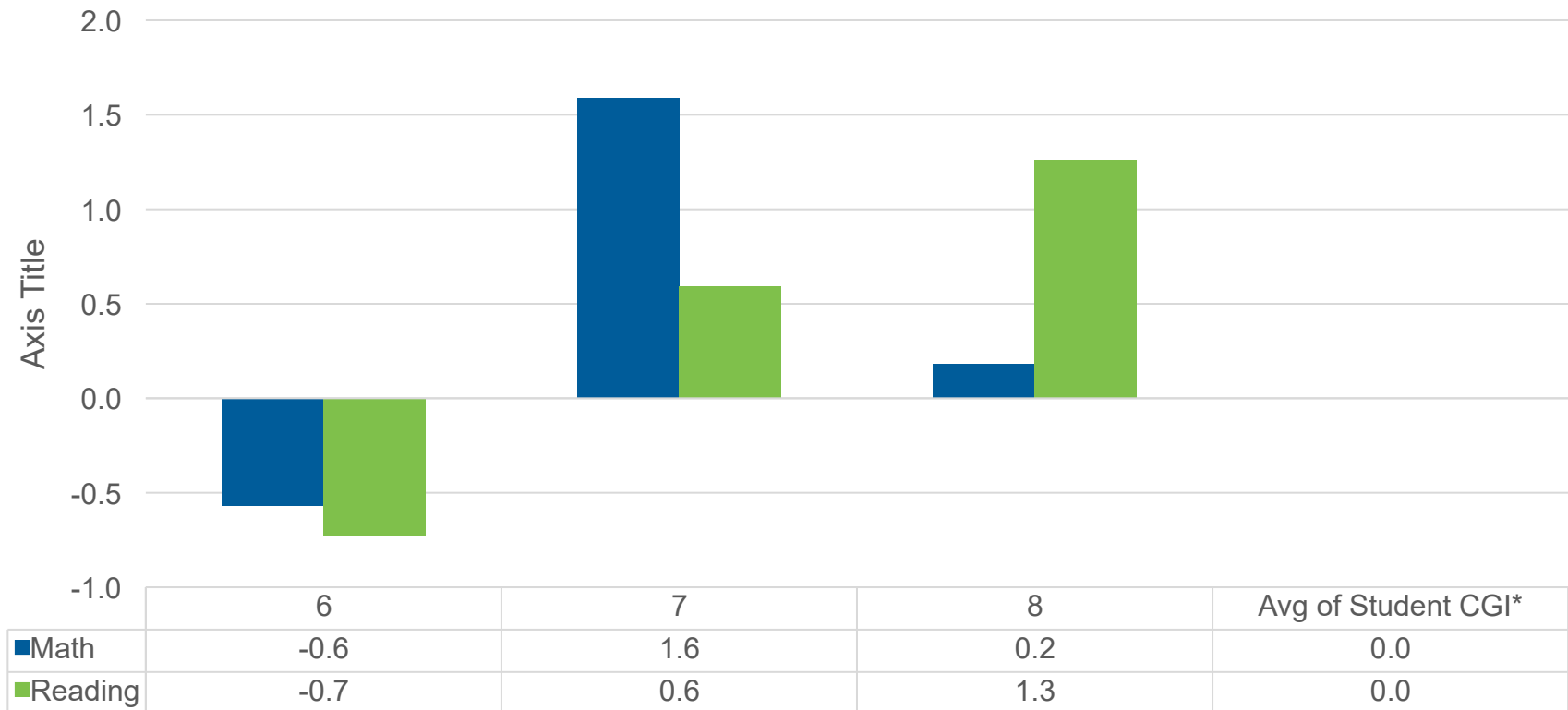
Fall to Spring in 2022-2023



AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

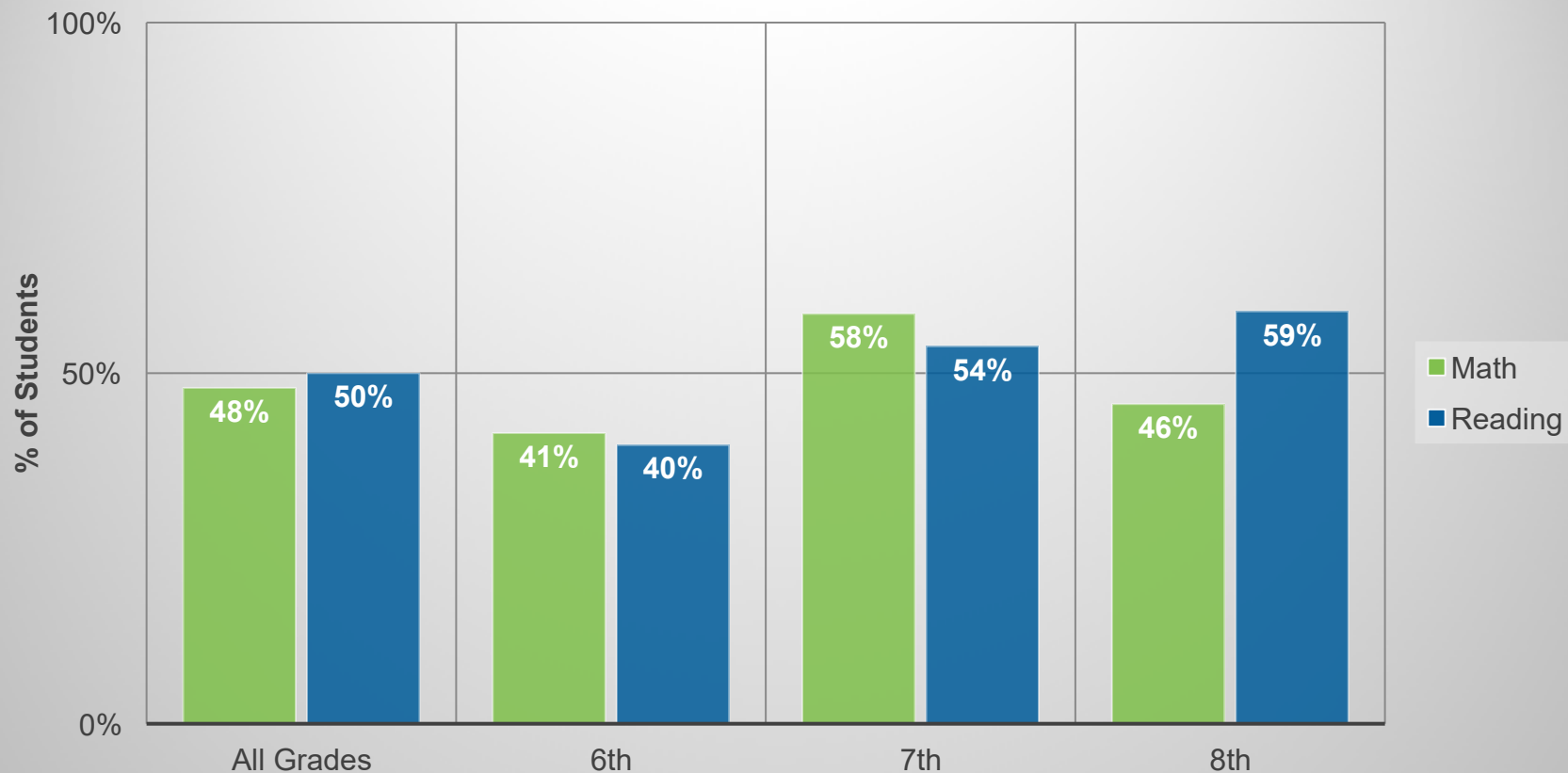
OCA Students Meeting Annual Growth Target 2022-2023 – by Grade Level



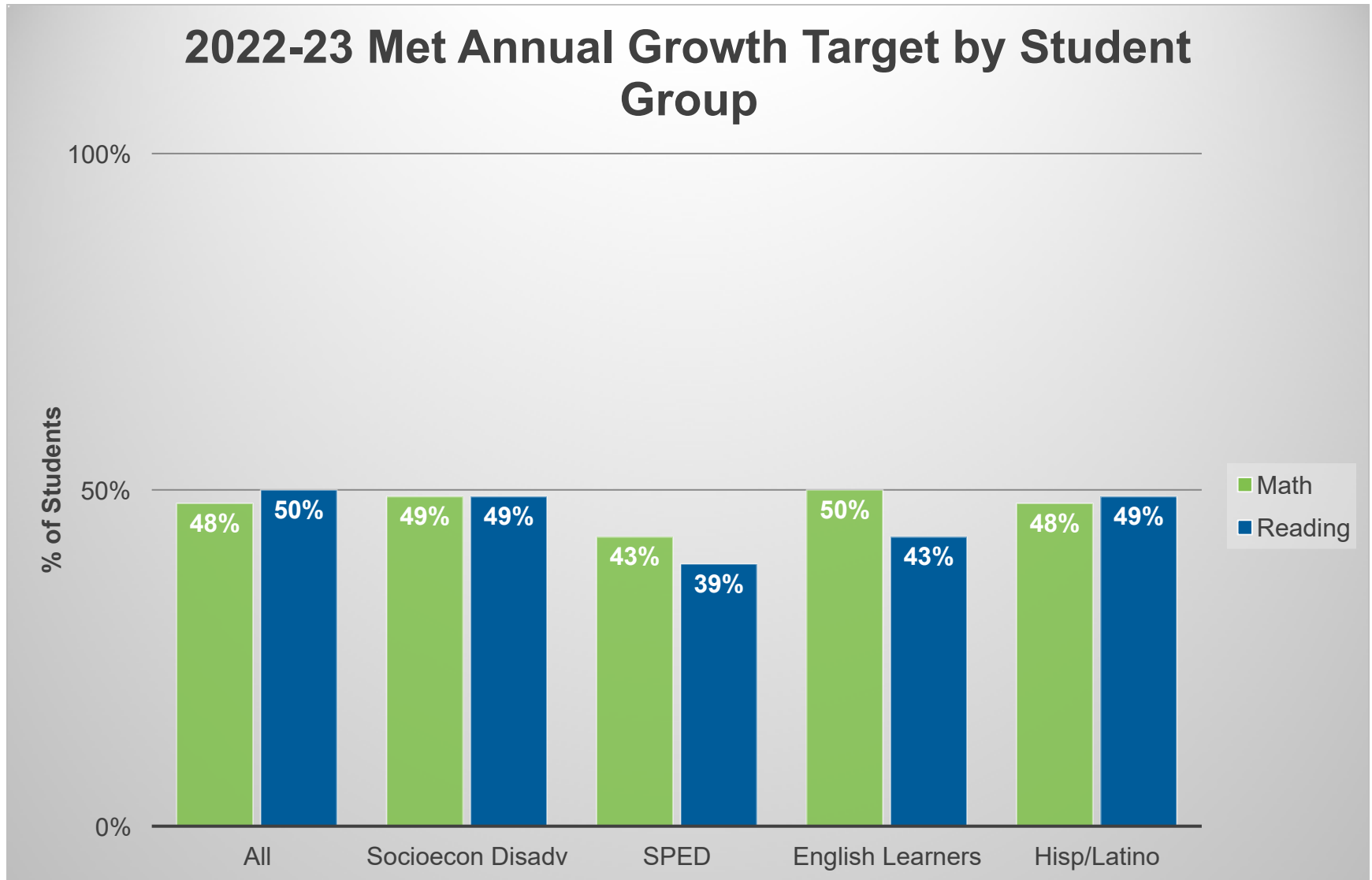
In both math and reading, approximately 50% of students met their growth target



2022-23 Met Annual Growth Target



OCA Meeting Annual Growth Targets 2022-2023 – by Student Group

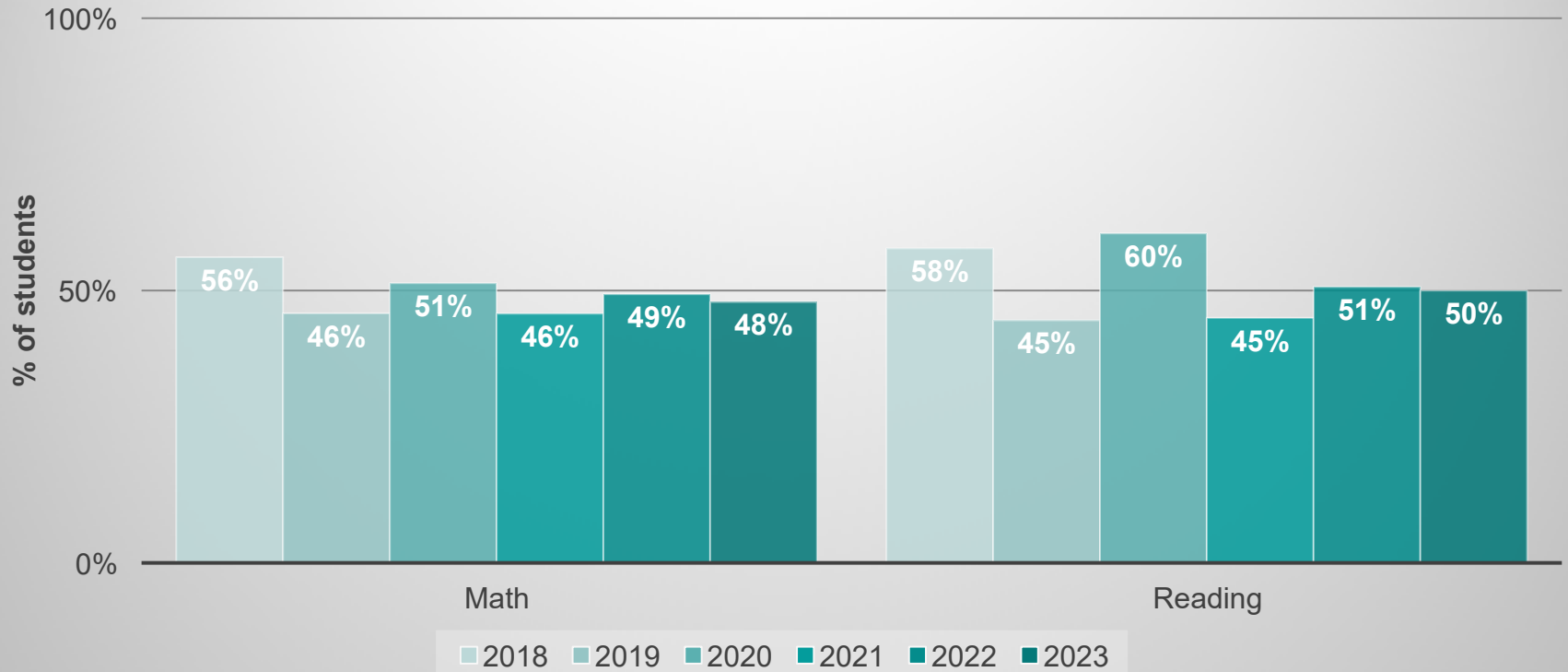


OCA Meeting Growth Target Across Years

The percent of students meeting their growth target has been largely consistent over recent years



Schoolwide Across Years: Met Annual Growth Target



Richmond Charter Academy NWEA MAP Overview



RCA NWEA MAP Participation Rate



Test participation rate based on students enrolled continuously from Census Day (10/5) to the end of the school year.

Student Group	Math Spring	Reading Spring	Math Pre-Post	Reading Pre-Post
All Students	99%	99%	99%	94%
Socioeconomically Disadvantaged	99%	99%	98%	95%
SPED	97%	97%	97%	97%
English Learners	100%	99%	100%	97%
Hispanic/Latino	100%	99%	99%	94%
Black/African American	92%	92%	92%	92%

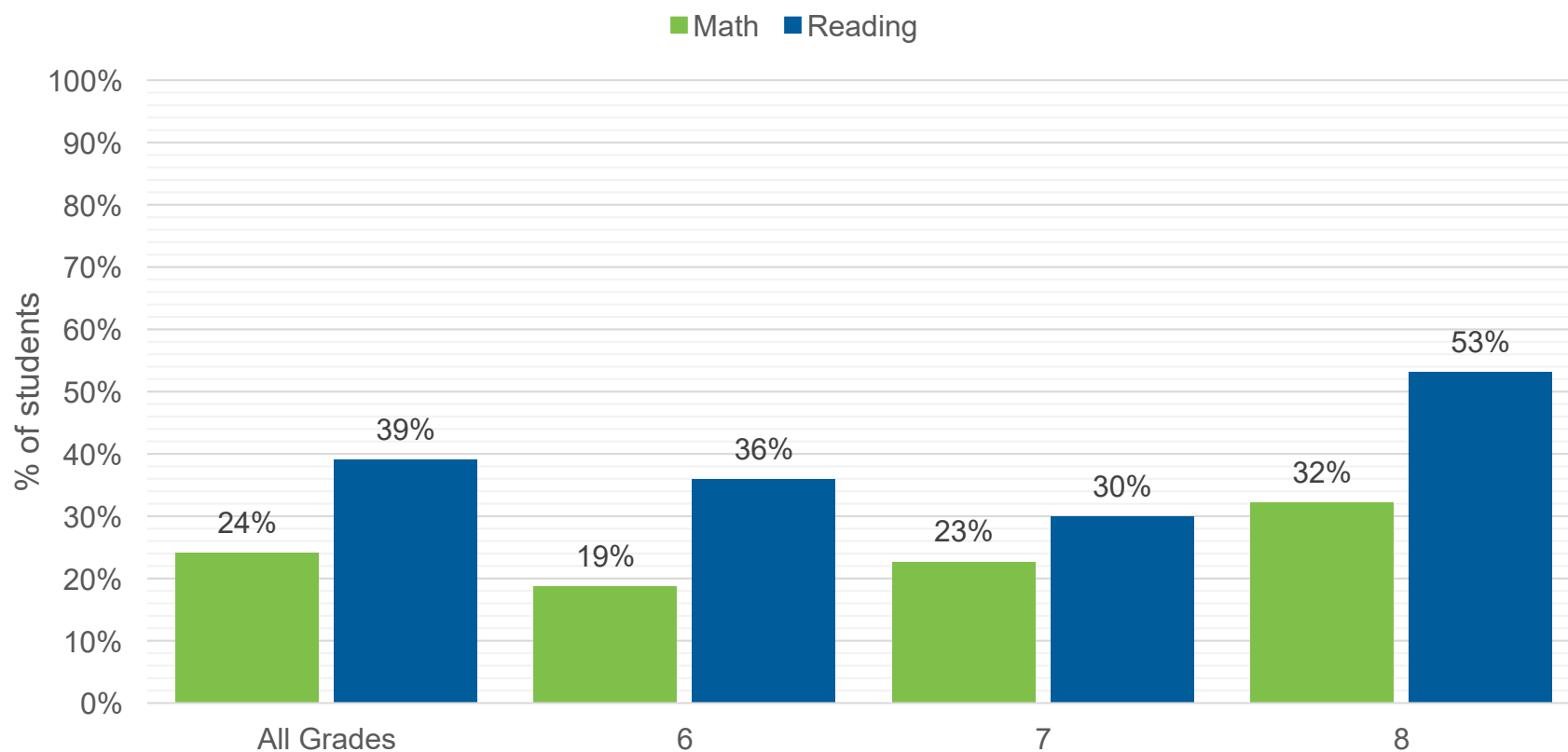
RCA Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



Students in grade 8 have the highest percentage of students performing on or above grade level in both math and reading.



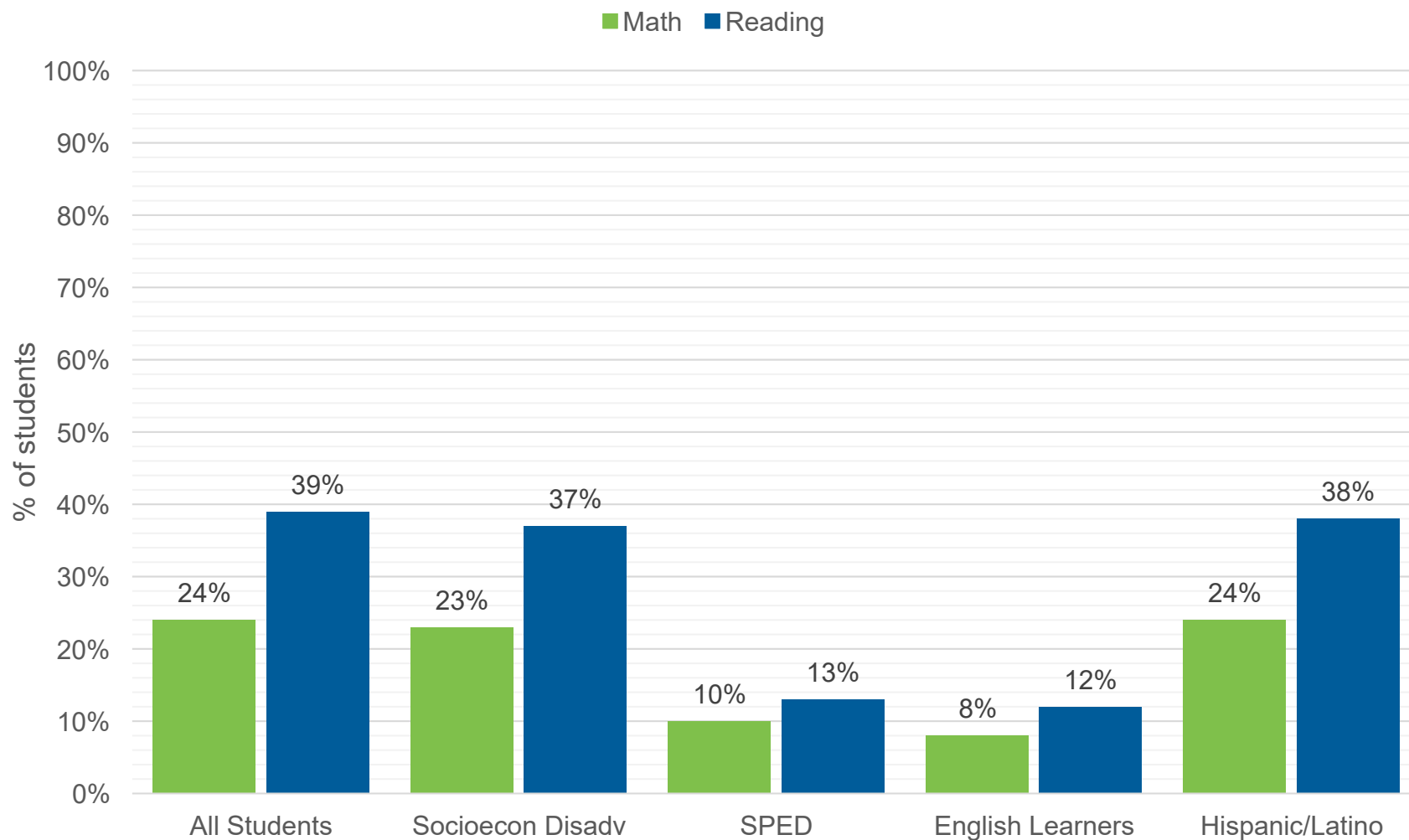
Spring 2023: Students Above 40th Percentile by Grade Level



RCA Students Performing At or Above Grade Level Expectations Spring 2023 – by Student Group



Spring 2023: Students Above 40th Percentile by Student Group



RCA Spring Performance Across Years

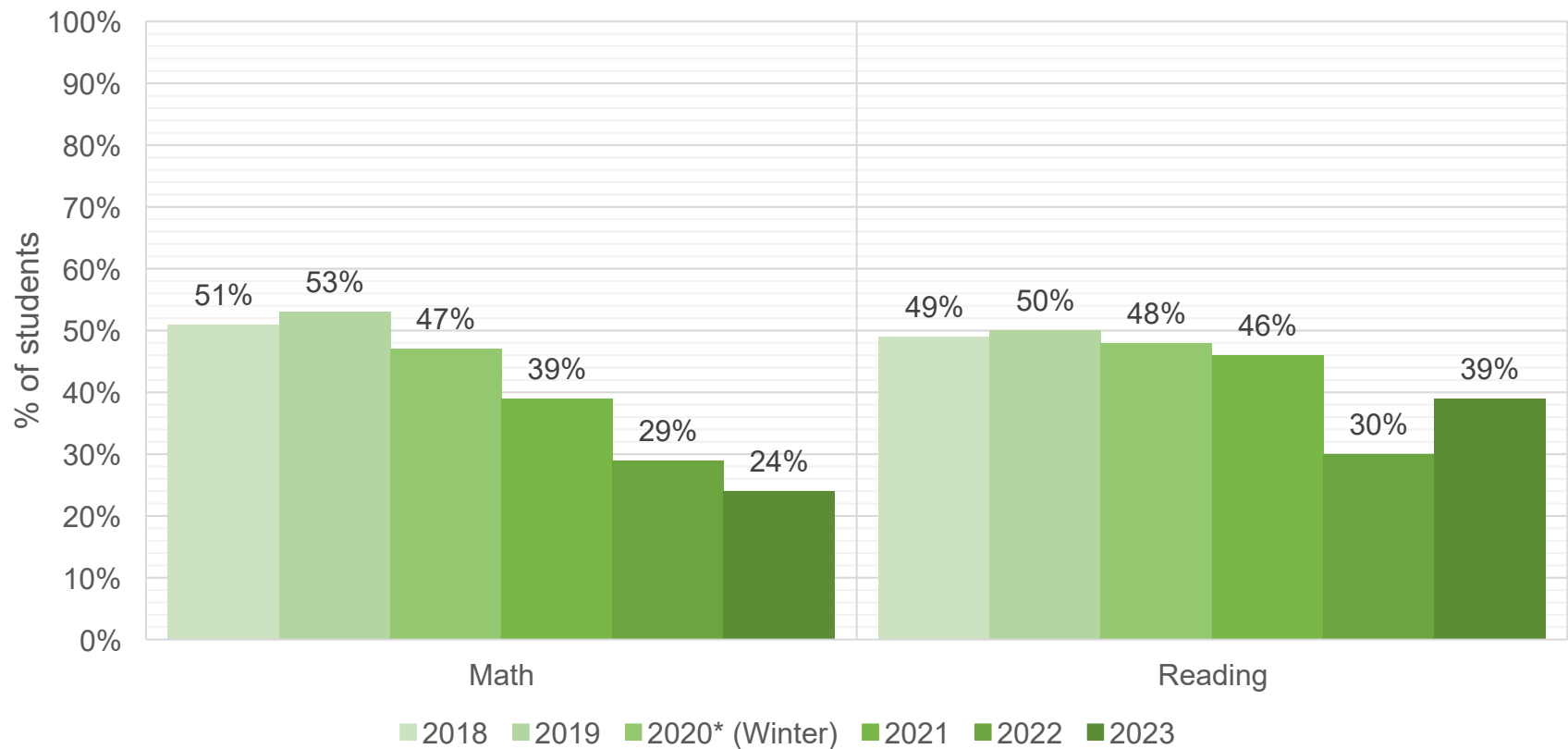
Students At or Above Grade Level Expectations



Performance at RCA has declined over recent years in Math and Reading, while seeing an increase spike in performance for 2023 Reading



Schoolwide Across Years: Students Above 40th Percentile



RCA RIT Performance compared to National RIT Norm Spring 2023

Amethod Public Schools - Regular Meeting of the AMPS Board of Directors - Agenda - Wednesday June 21, 2023 at 6:00 PM

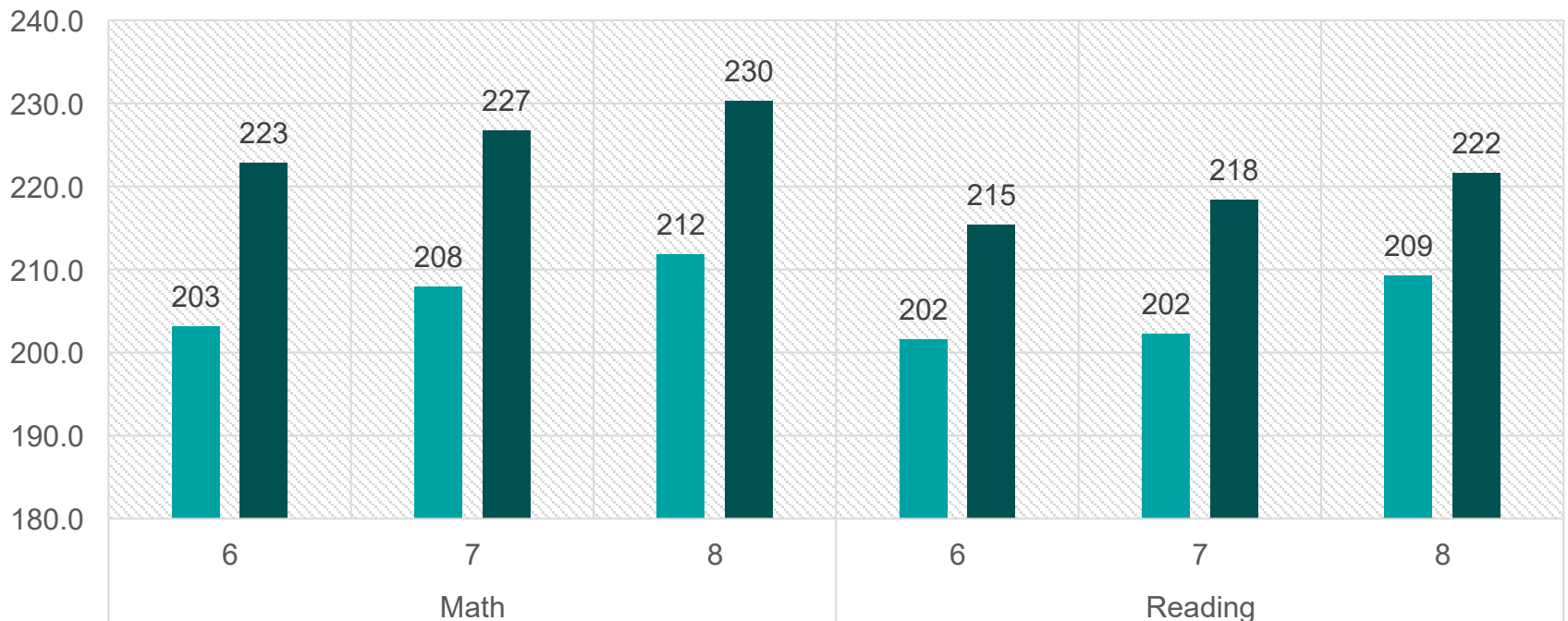


NWEA National Norms are based on a pre-pandemic study.



School Average RIT in Spring 22-23 Compared to National Norms by Grade Level

■ School Avg RIT ■ National RIT Norm



RCA Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

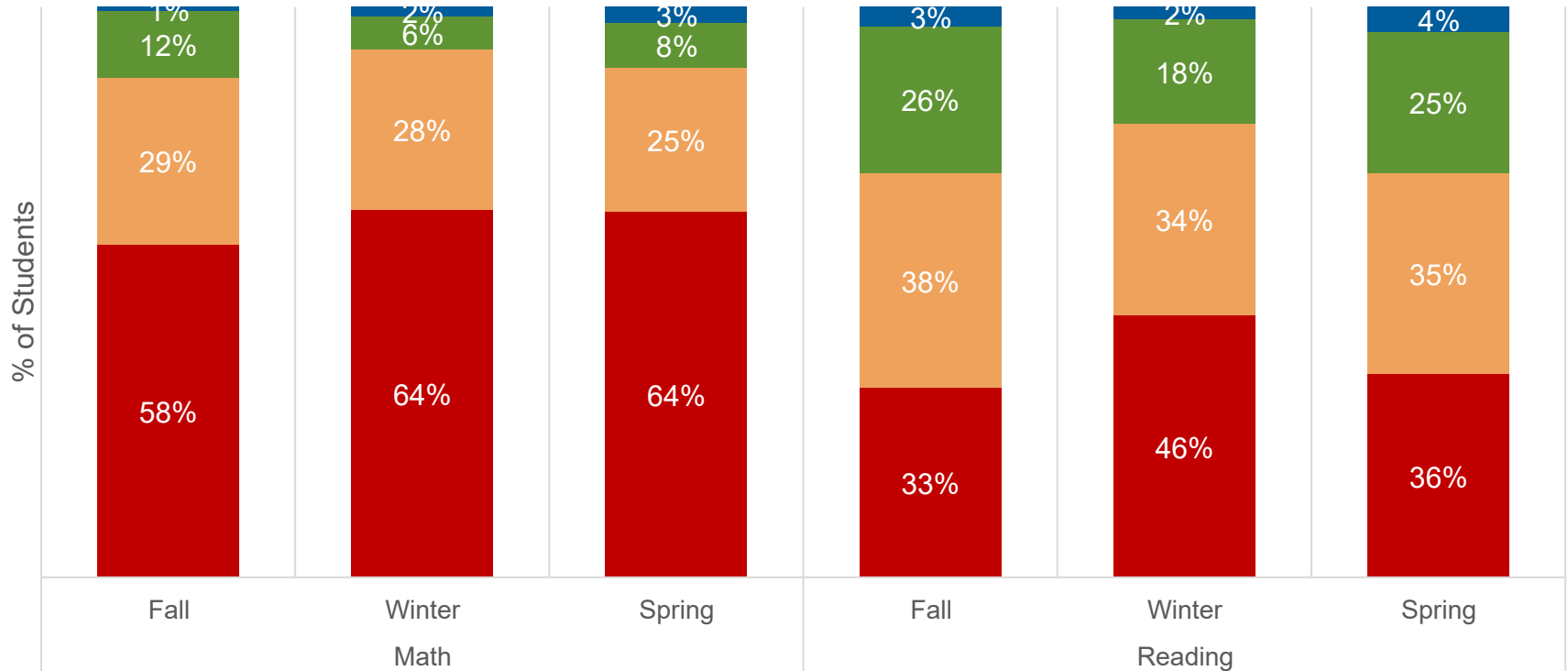


Projected SBAC proficiency is calculated by NWEA



Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



Meeting Annual Growth Targets

Richmond Charter Academy



RCA NWEA Conditional Growth Index

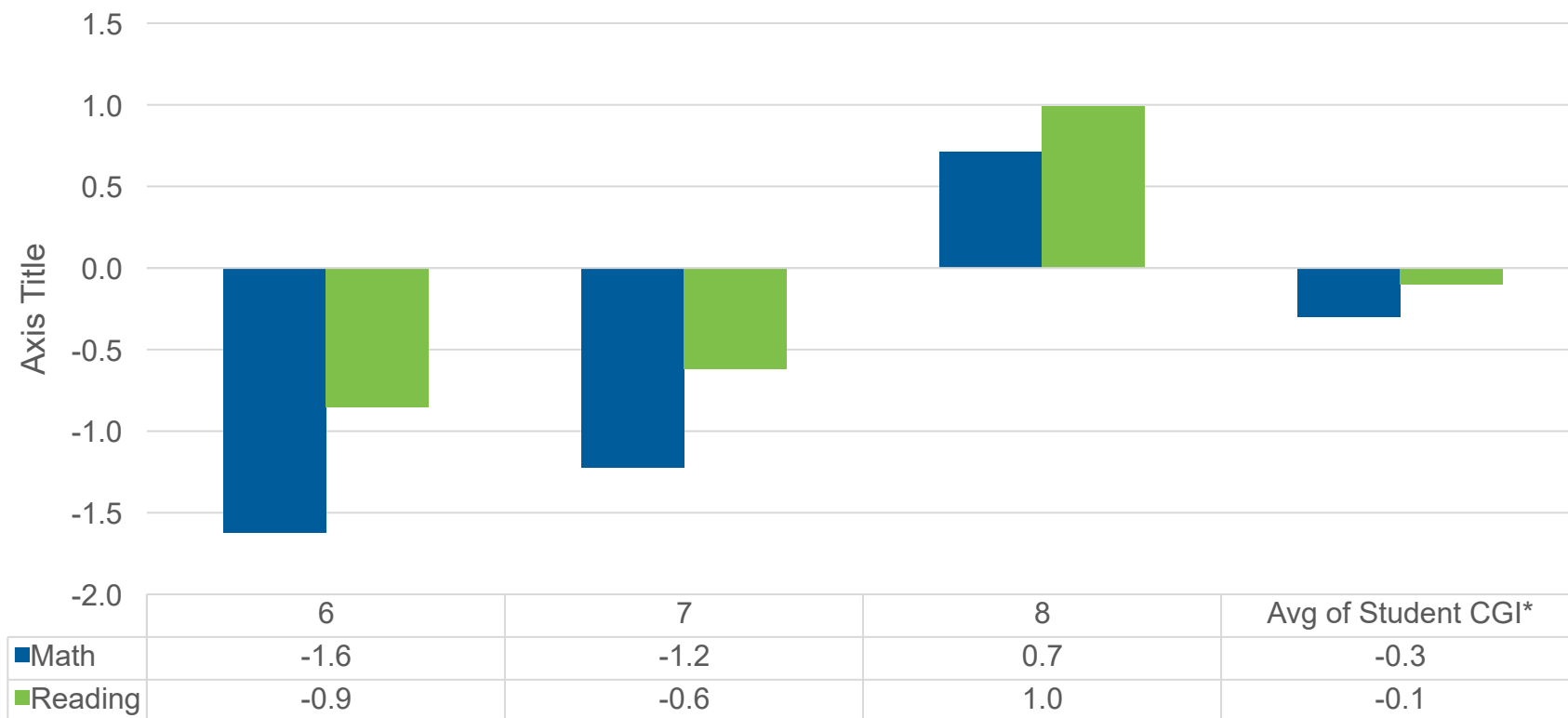
Fall to Spring in 2022-2023



AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

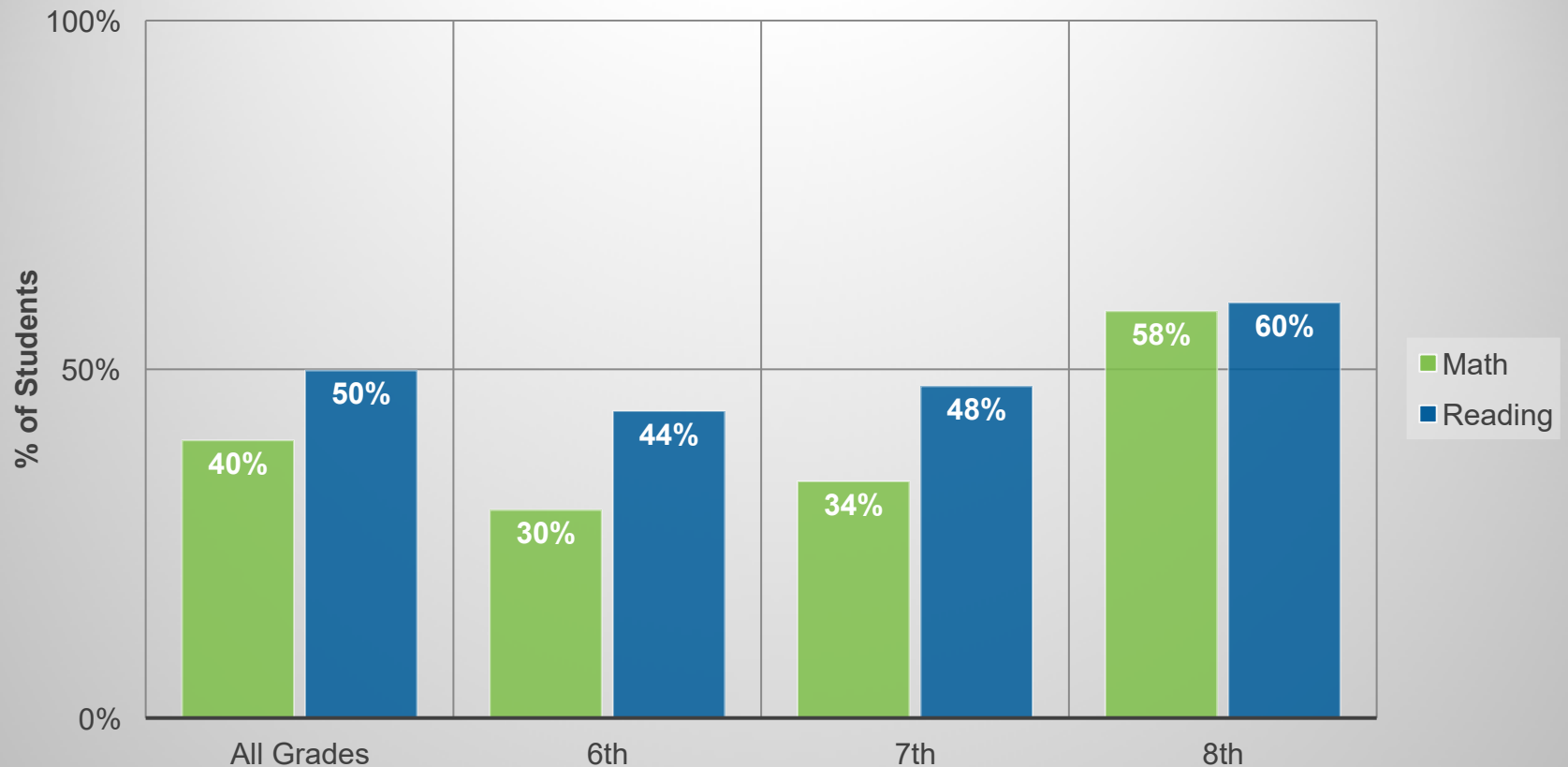
RCA Students Meeting Annual Growth Target 2022-2023 – by Grade Level



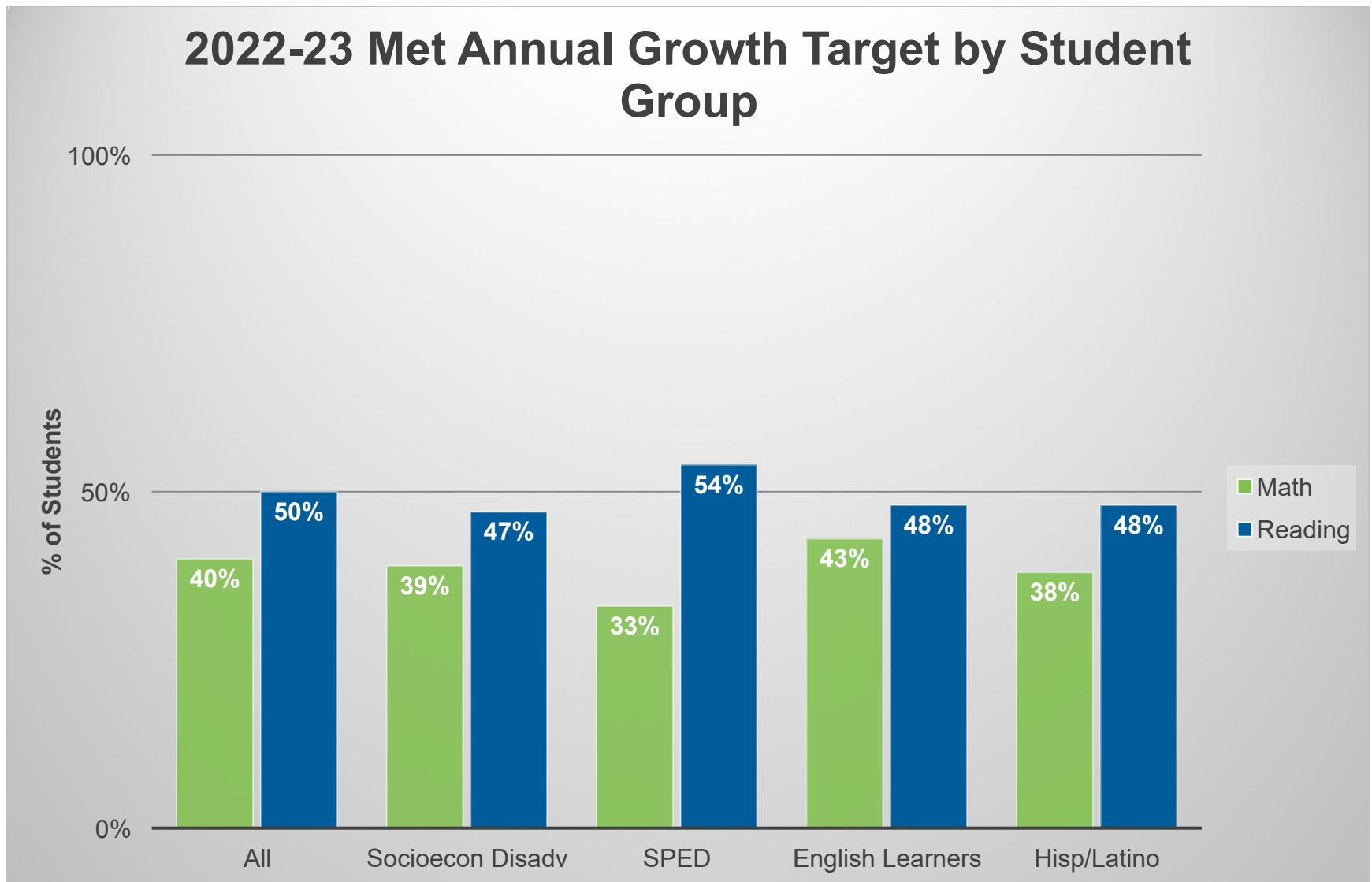
8th grade had the highest percentage of students meeting their growth target in both math and reading, while 6th grade had the lowest.



2022-23 Met Annual Growth Target



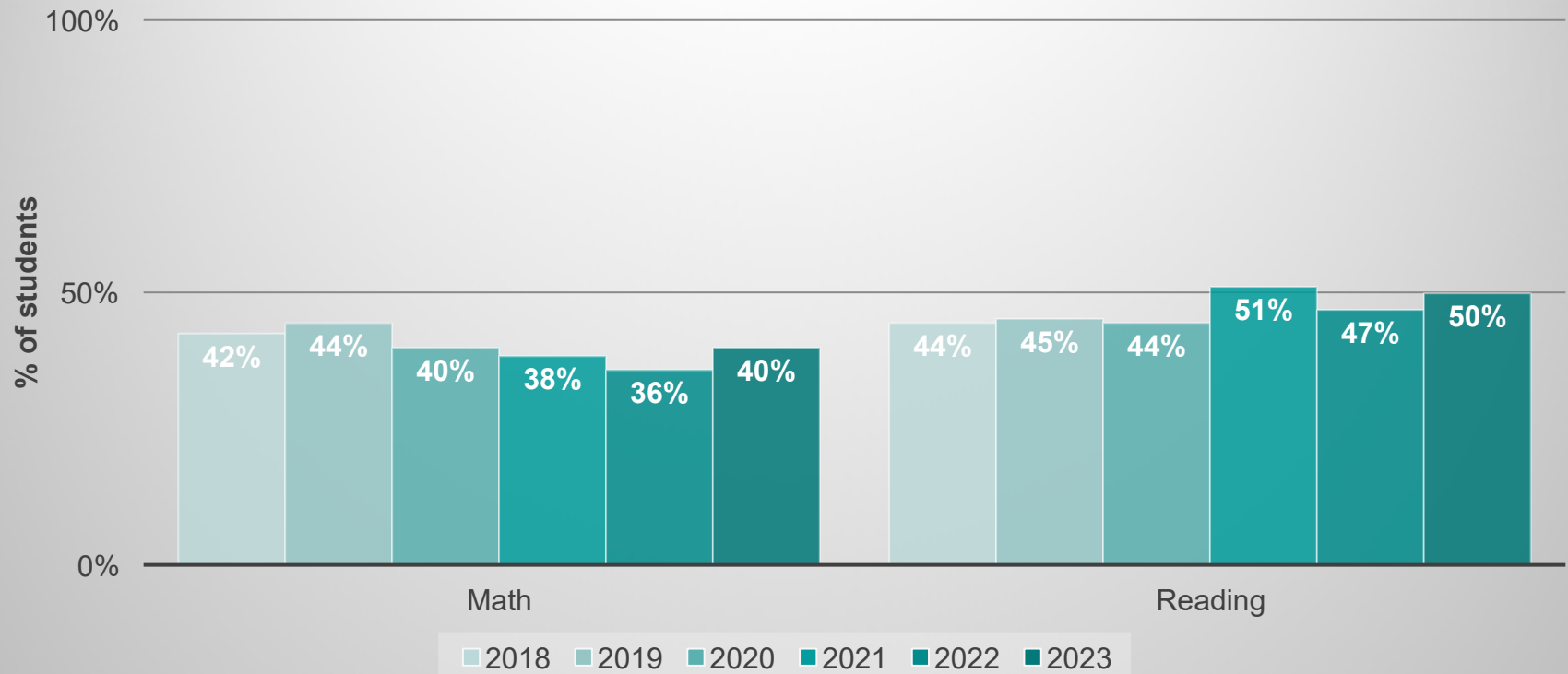
RCA Meeting Annual Growth Targets 2022-2023 – by Student Group



Growth has increased in 2023 from 2022



Schoolwide Across Years: Met Annual Growth Target



Oakland Charter High School NWEA MAP Overview





Test participation rate based on students enrolled continuously from Census Day (10/5) to the end of the school year.

Student Group	Math Spring	Reading Spring	Math Pre-Post	Reading Pre-Post
All Students	99%	99%	95%	95%
Socioeconomically Disadvantaged	98%	99%	95%	95%
SPED	97%	97%	97%	95%
English Learners	98%	98%	95%	94%
Asian	100%	100%	99%	100%
Black/African American	100%	100%	100%	100%
Hispanic/Latino	98%	98%	93%	92%

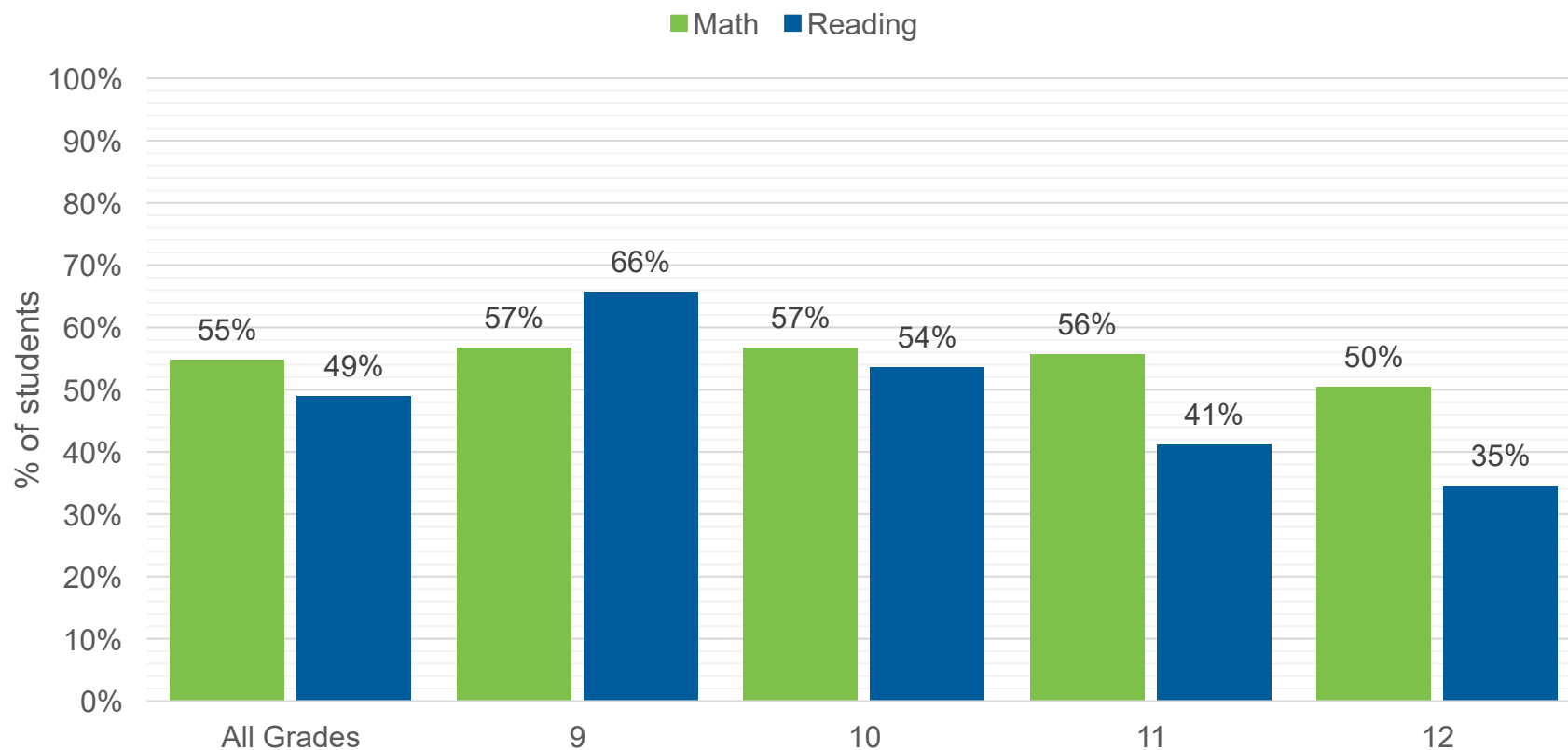
OCHS Students Performing At or Above Grade Level Expectations Spring 2023 – by Grade Level



In both math and reading, approximately 50% of students are performing on or above grade level



Spring 2023: Students Above 40th Percentile by Grade Level

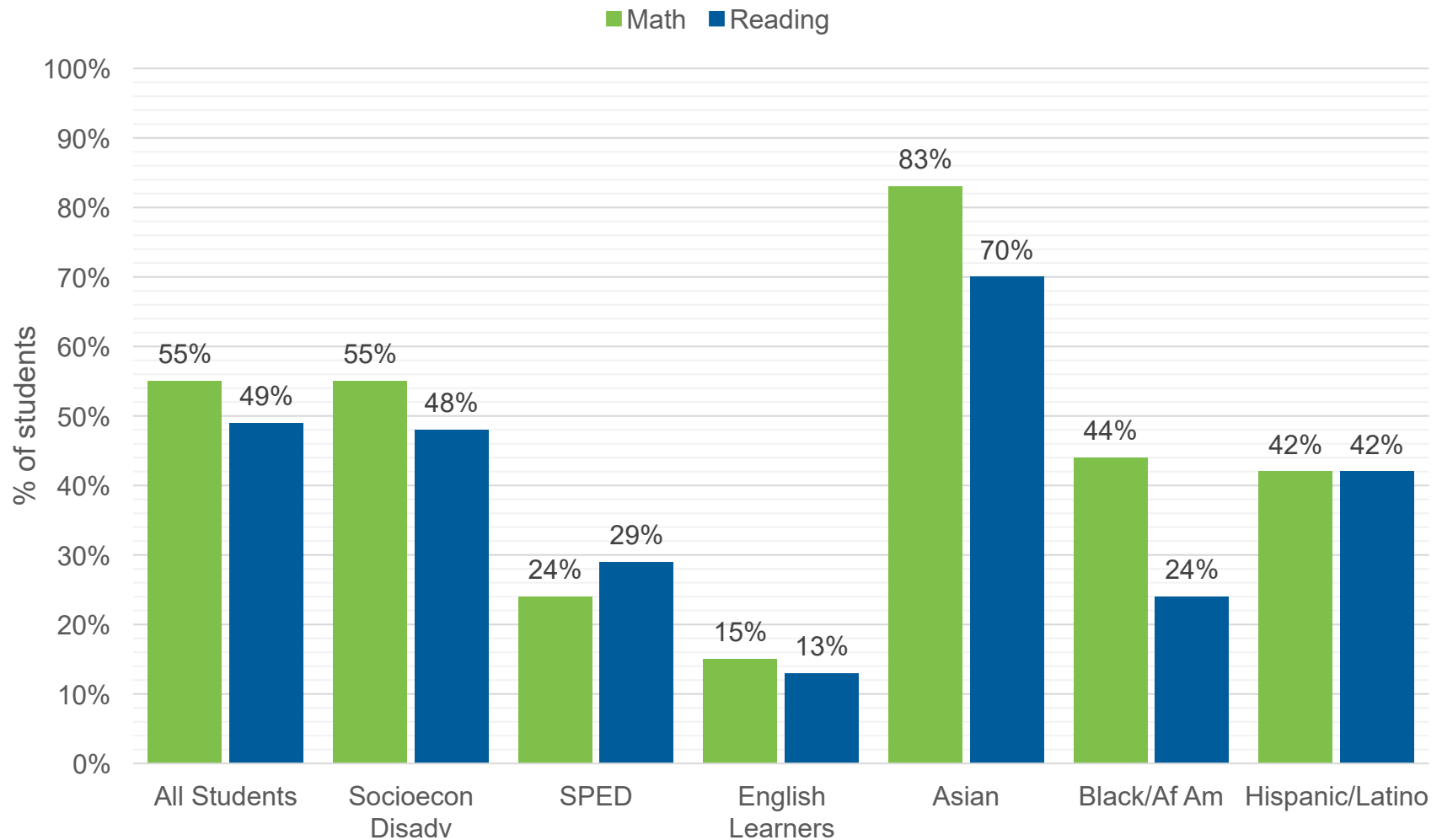


OCHS Students Performing At or Above Grade Level Expectations Spring 2023 – by Student Group

Amethod Public Schools - Regular Meeting of the AMPS Board of Directors - Agenda - Wednesday June 21, 2023 at 6:00 PM



Spring 2023: Students Above 40th Percentile by Student Group



OCHS Spring Performance Across Years

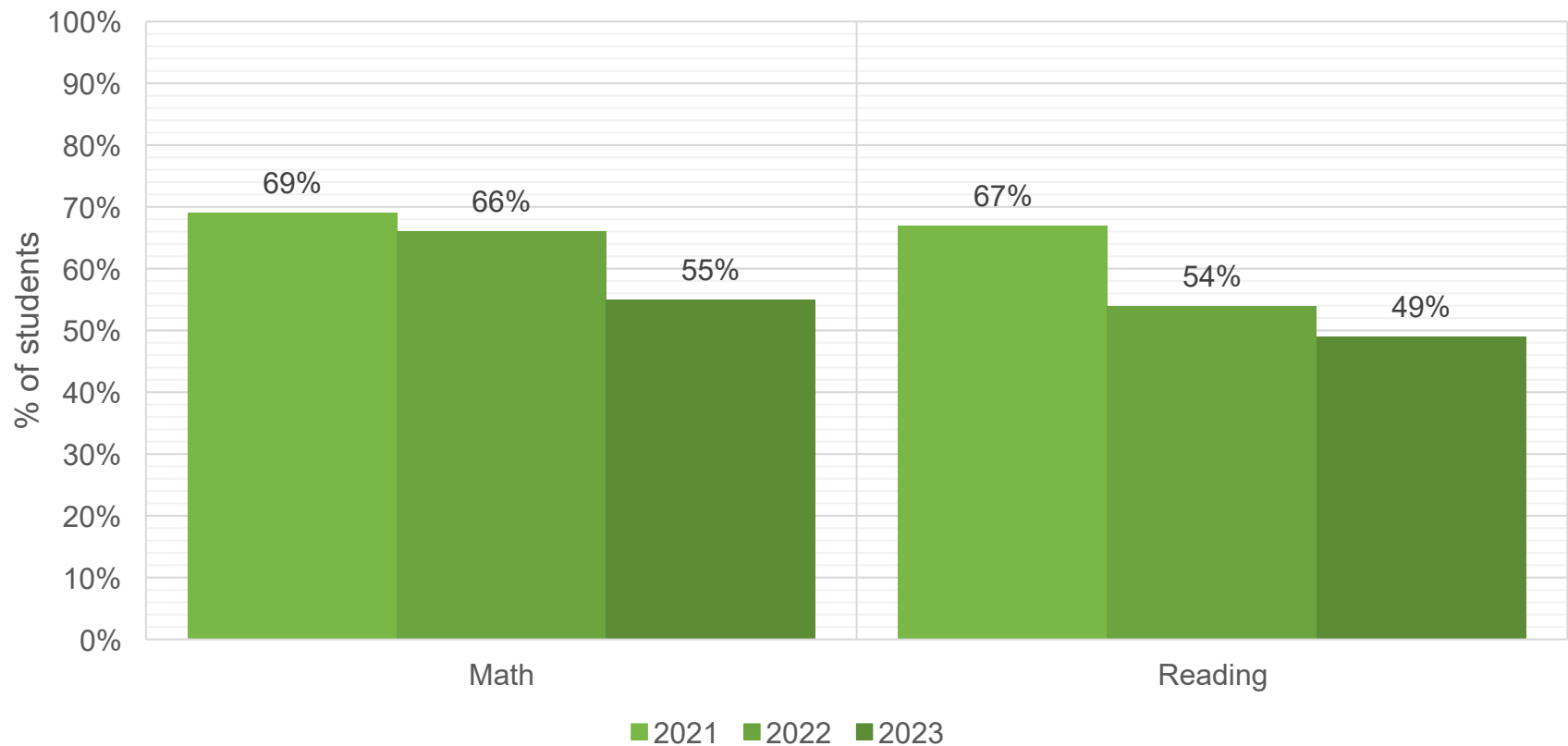
Students At or Above Grade Level Expectations



Performance at OCHS has declined over recent years in Math and Reading



Schoolwide Across Years: Students Above 40th Percentile



OCHS RIT Performance compared to National RIT Norm Spring 2023

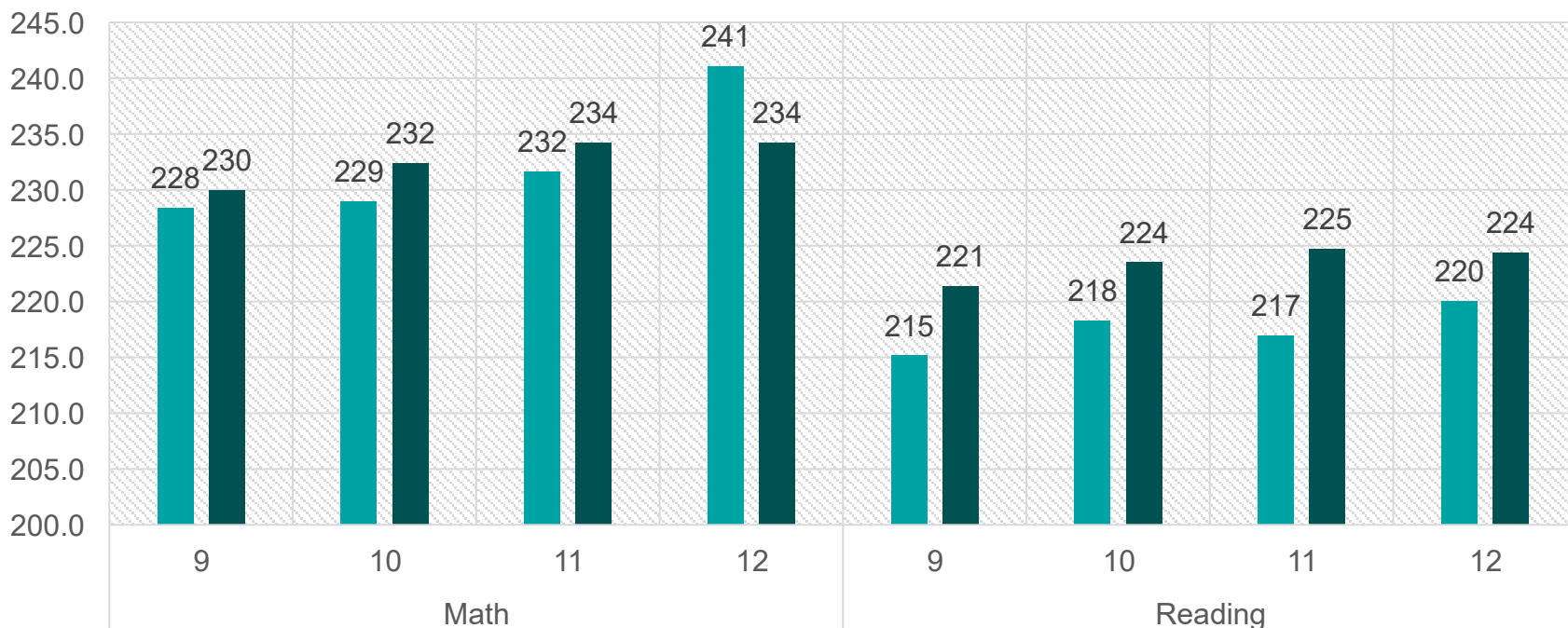


NWEA National Norms are based on a pre-pandemic study.



School Average RIT in Spring 22-23 Compared to National Norms by Grade Level

■ School Avg RIT ■ National RIT Norm



OCHS Projected SBAC Proficiency Based on NWEA MAP Scores 2022-23

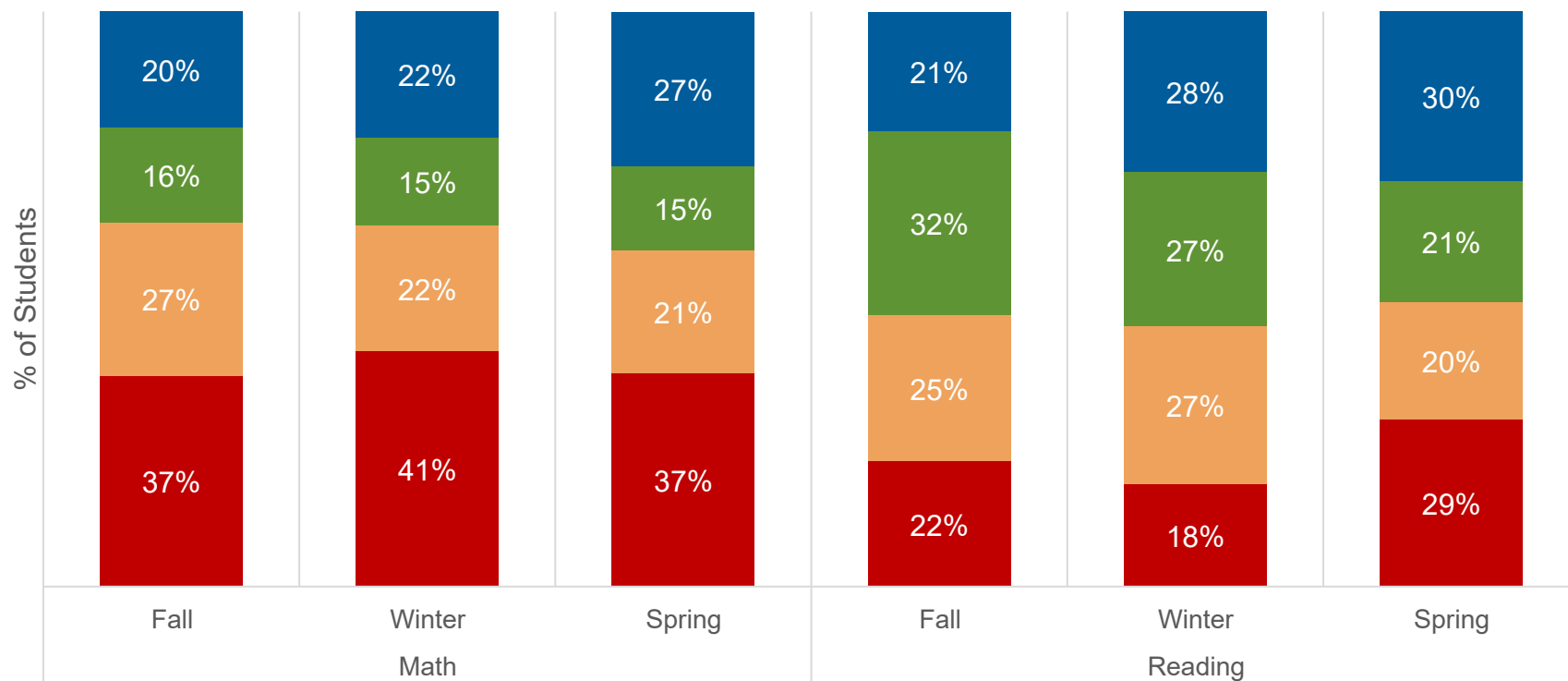


Projected SBAC proficiency is calculated by NWEA for Grade 11



Annual Projected SBAC Based on NWEA

■ Not Met ■ Nearly Met ■ Met Standard ■ Exceeded



Meeting Annual Growth Targets

Oakland Charter High School



OCHS NWEA Conditional Growth Index

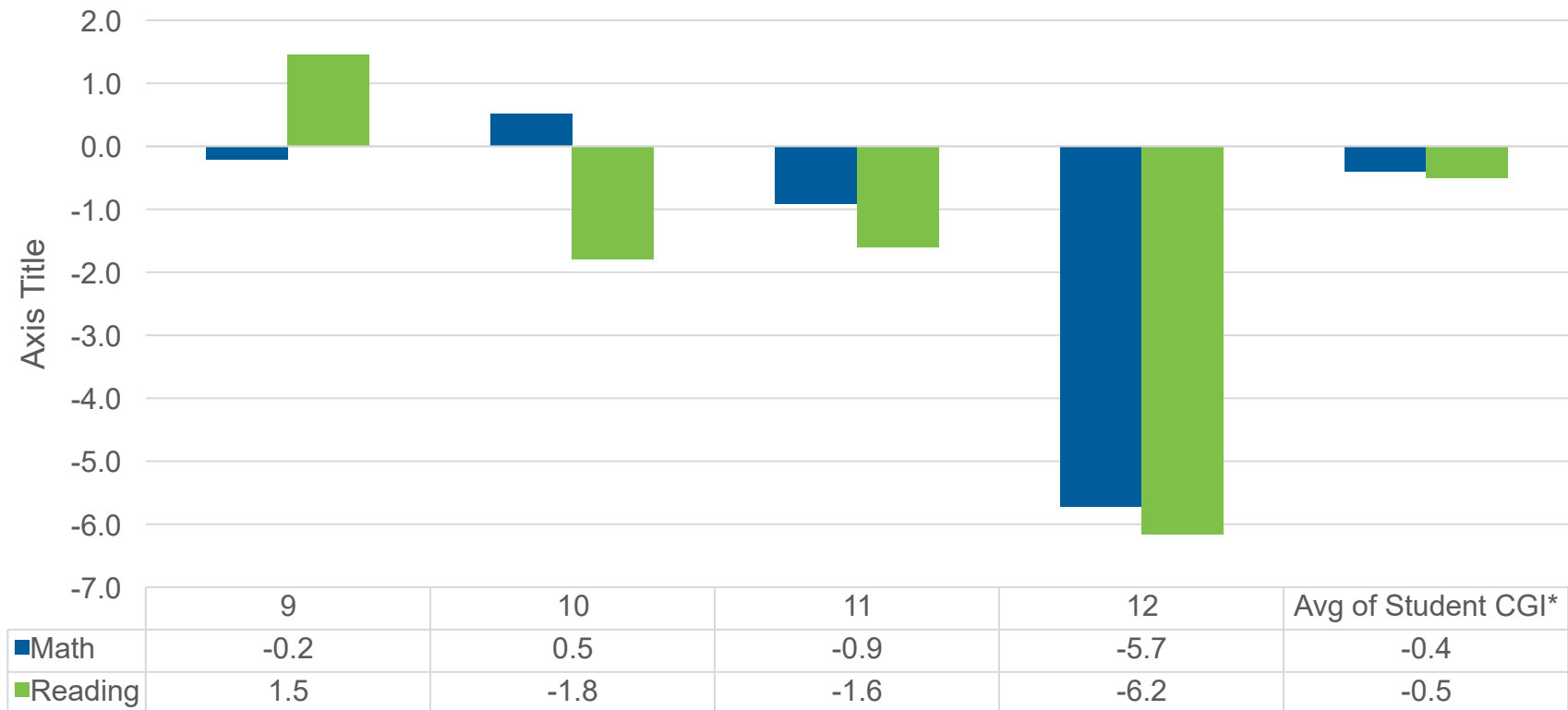
Fall to Spring in 2022-2023



AB1505 states schools can use verified data to show “one year’s growth” each year for renewal. NWEA considers a conditional growth index (CGI) in the range of -0.2 to $+0.2$ to meet one year’s growth.



2022-23 Fall to Spring Conditional Growth Index



**Average of Student CGI is a different calculation than School CGI*

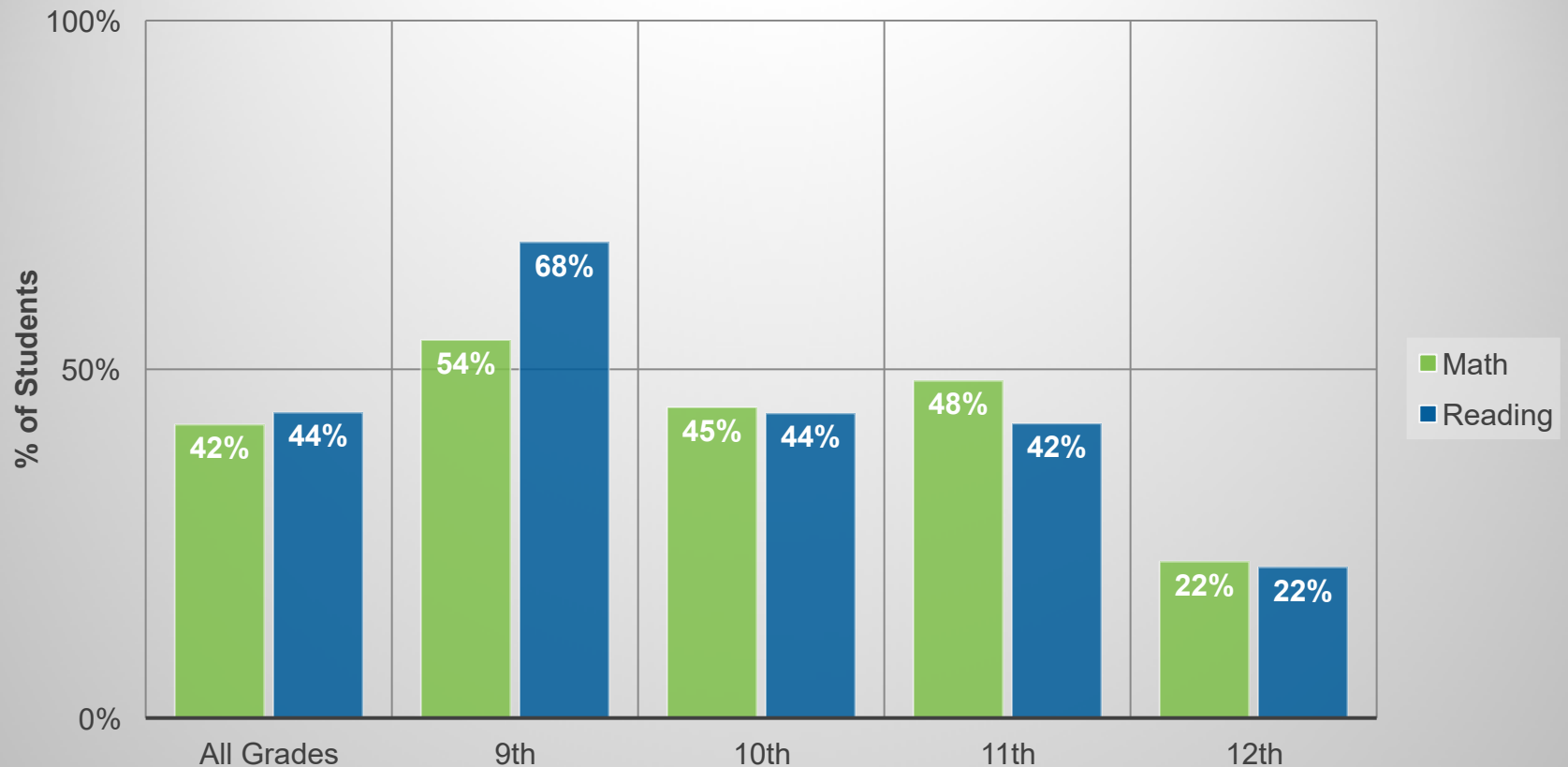
OCHS Students Meeting Annual Growth Target 2022-2023 – by Grade Level



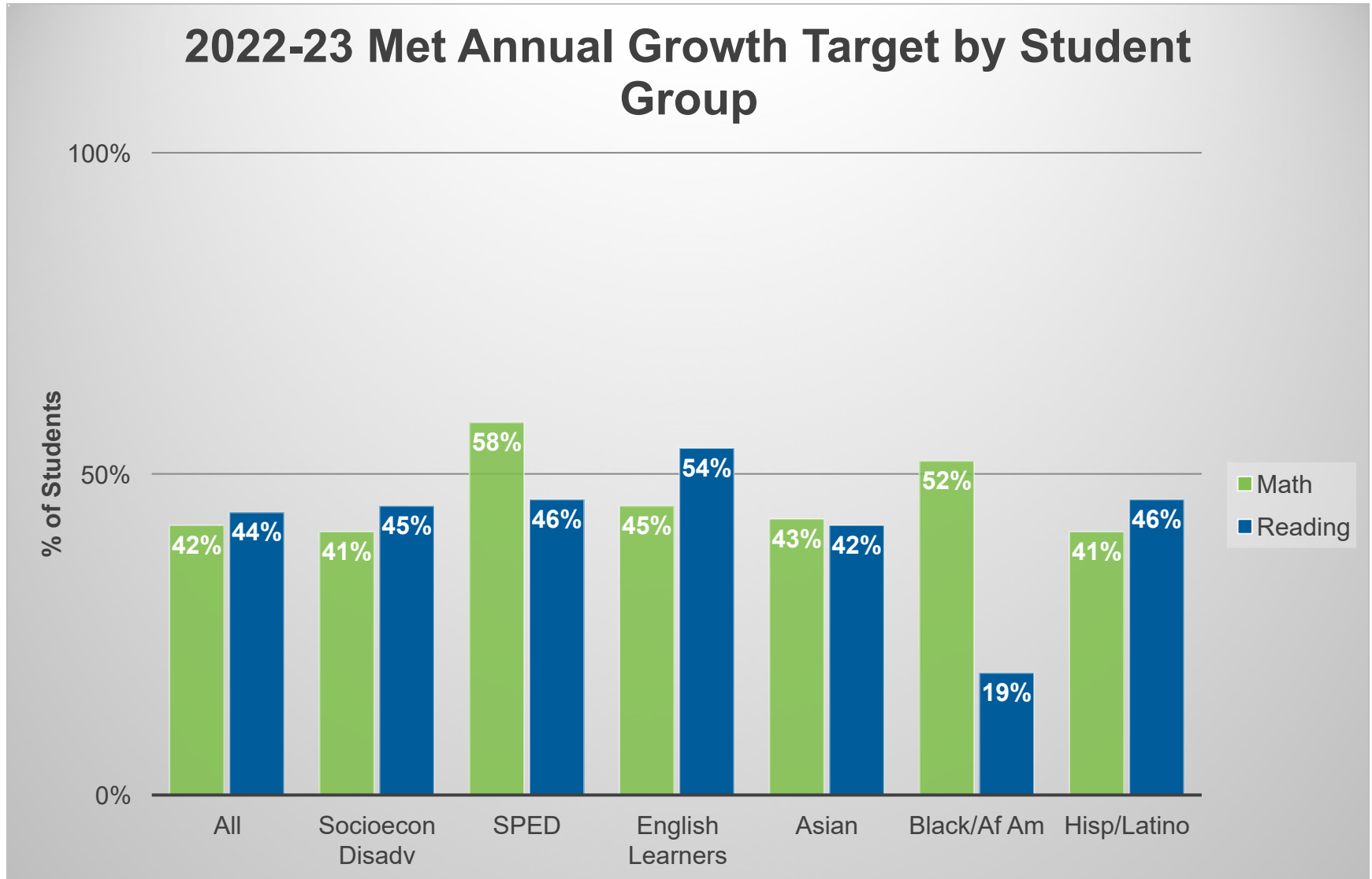
Under 50% of students met their annual growth target in 2023 schoolwide. Excluding Grade 12, approximately 50% of students met their growth targets.



2022-23 Met Annual Growth Target



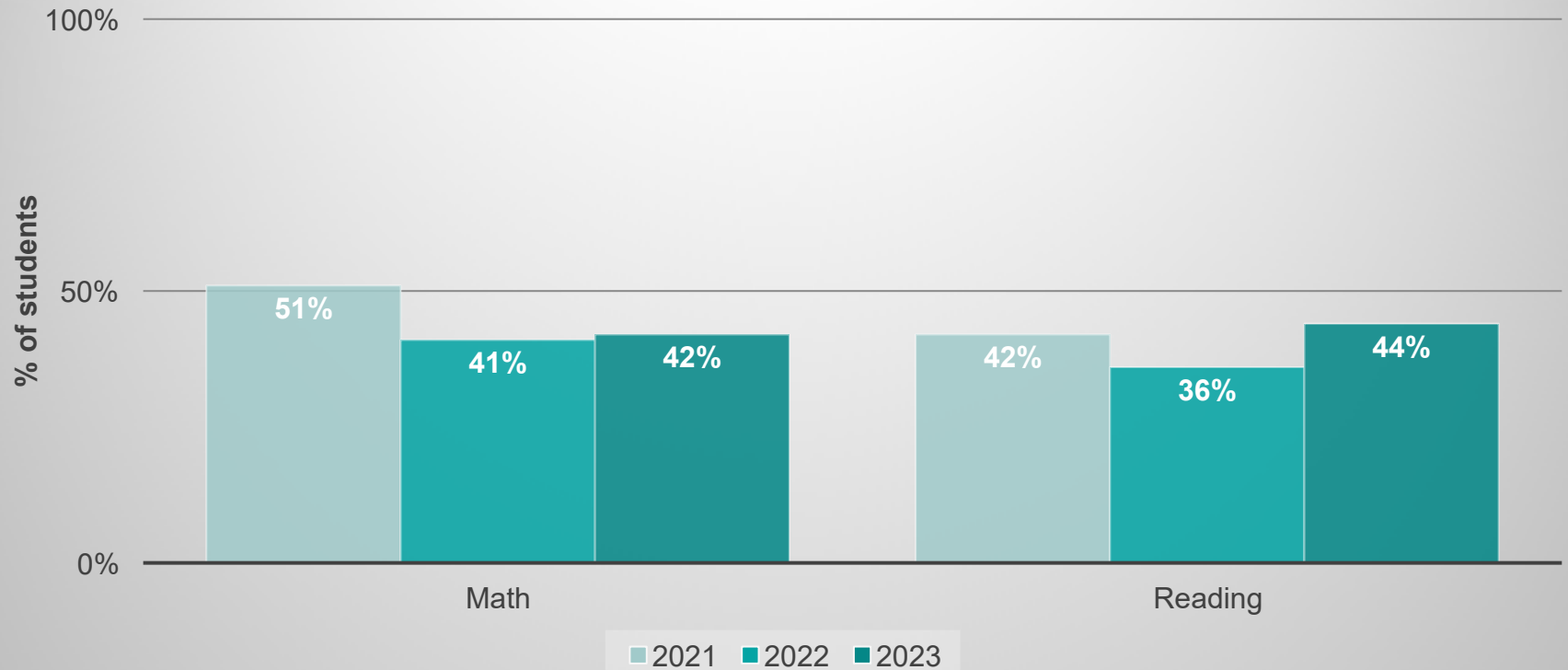
OCHS Meeting Annual Growth Targets 2022-2023 – by Student Group



Growth has increased in 2023 from 2022



Schoolwide Across Years: Met Annual Growth Target



Coversheet

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

Section: III. Business
Item: B. Approval of Local Control and Accountability Plan (LCAP)- Benito Juarez Elementary, Richmond Charter Academy, John Henry High School, Downtown Charter Academy, Oakland Charter Academy, and Oakland Charter High School.
Purpose: Vote
Submitted by:
Related Material: 22-23 BJE Board Presentation - LCAP End-of-Year Update.pdf
DCA - LCAP June 2023.pptx
OCA LCAP PPT.pptx
22-23 RCA Board Presentation - LCAP End-of-Year Update.pptx
JHHS LCAP.pptx
OCHS LCAP.pptx
OCA LCAP 2023-2024 FINAL.pdf
RCA_2023_LCAP_FINAL (1).pdf
OCHS_LCAP_2023__FINAL.pdf
BJE_LCAP_2023-2024_FINAL (1).pdf
DCA_LCAP_2023-24_FINAL (2).pdf
JHHS_LCAP_2023_FINAL.pdf
BJE LCAP Action Tables 22-23 (1).xlsx
BJE LCAP Action Tables 23-24.xlsx
Lcap_Action_Table_JHHS_2022-2023.xlsx
JHHS 23-24 Updated Tables.xlsx
RCA_Lcap_Action_Tables_22-23.xlsx
RCA_Lcap_Action_Tables_23-24.xlsx
23-24_DCA- Lcap_Action_Tables.xlsx
OCA- Lcap_Action_Tables_22-23.xlsx
OCA- Lcap_Action_Tables_2023-2024.xlsx
OCHS- LCAP_2022-2023.xlsx
OCHS 23-24 Updated Tables.xlsx



End-of-Year LCAP Update

June 21, 2023
Janice Galindo
Dean of Instruction

Benito Juarez Elementary

LCAP Goal 4: Increase 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.

LCAP Goal 4 - Metrics

Metric	2020-21 Baseline	Desired Outcome for 2023-24	2022-23 End-of-Year Update	Status
<i>Percentage classrooms will be equipped with audio/video equipment</i>	<i>50% of classrooms will be equipped with audio/video equipment</i>	<i>100% of classrooms will be equipped with audio/video equipment</i>	<i>90% will be equipped with audio/video equipment</i>	<i>In Progress</i>
<i>Percentage of teachers regularly utilizing technology in the classroom</i>	<i>60% of teachers regularly utilizing technology in the classroom</i>	<i>60 % of teachers regularly utilizing technology in the classroom</i>	<i>80% of teachers regularly utilizing technology in the classroom</i>	<i>In Progress</i>
<i>Maintain student to device ratio of 1 to 1</i>	<i>1 to 1</i>	<i>1 to 1.5</i>	<i>1.1</i>	<i>FINAL</i>

LCAP Goal 4 - Actions

Action #	Title	Description	Total Funds	Contributing
1	Technology	<ul style="list-style-type: none"> • 1:1 Technology for students • Hotspots for internet accessibility • Provide professional development for staff to support students using technology and different software platforms. • Continue to develop Internet Fluency for teachers and students. • Continue to provide teachers with training on high quality technology programs and integrations to support their instruction and student skill development. • Continue to develop Internet Citizenship for students 	\$25000.00	N
2	Technology Software	<ul style="list-style-type: none"> • Purchase appropriate software to increase student access to core curriculum and monitor student usage. • Continue to purchase curriculum with Tech components as a complement of the programs and to facilitate and differentiated instruction and learning. • Class Dojo 	\$33000.00	N
3	Technology Hardware	<ul style="list-style-type: none"> • Purchase technology hardware for high-quality cutting-edge instruction including devices like Swivel Camera and other live streaming equipment. 	\$5000.00	N
4	Software for Safety Guidelines	<ul style="list-style-type: none"> • Provide software platforms to help adhere to C-19 safety guidelines during morning, afternoon formations/dismissal 	\$1000.00	N
5	Tech Training	<ul style="list-style-type: none"> • 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. 	\$1000.00	N

Outcomes

Successes

- Every student in every classroom is able to get on their own device to access the curriculum
- All 5th grade students were able to take their chromebooks home and complete academic assignments to carry out their learning. Hotspots were given where needed.
- Implementation of tech time during small group using curriculum software platforms

Challenges

- Admin check with consistency of tech time due to staff shortages and need of support.
- Advancing our use of technology in other facets of the day other than small group.

Closing

The challenges of hiring staff for other areas of the school, for admin to ensure that technology is being carried out in the classrooms, has presented a slight issue this year.

In spite of this challenge, the Benito Juarez Elementary School is devoted to systemizing the LCAP to provide the needed rigorous curriculum for all of our students throughout the school day.

BJE is strategizing to adjust the schools implementation of actions required to meet our LCAP goals and communicate these goals and actions with students, staff members and families.

At BJE we are committed to providing excellence in our delivery of pedagogy and we acknowledge the hard work of our staff, the support of our families and the dedication and perseverance of our students.

Questions?



LCAP Update

June 21, 2023
Claudia Lee
Site Director

Amethod Public Schools

Background

Section 124(e) of Assembly Bill 130 requires LEAs to presents the annual update to the 2022-23 LCAP and budget overview to the governing board or body of the LEA.

LCAP Goal 1

LCAP 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.

LCAP Goal 1 - Metrics

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%

LCAP Goal 1 - Metrics

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
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	Pending	Subgroup	%	To be completed following 2022 SBAC results
			All Students	62.18%	
			SED	56.74%	
			SPED	13.34%	
			English Learner	34.0%	
			Hispanic/Latino	26.83%	
			Asian	70.53%	

LCAP Goal 1 - Metrics

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24														
ELA 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	Pending	<table><tr><td>Subgroup</td><td>%</td></tr><tr><td>All Students</td><td>71.05%</td></tr><tr><td>SED</td><td>65.95%</td></tr><tr><td>SPED</td><td>20.00%</td></tr><tr><td>English Learner</td><td>32.65%</td></tr><tr><td>Hispanic/Latino</td><td>48.78%</td></tr><tr><td>Asian</td><td>75.24%</td></tr></table>	Subgroup	%	All Students	71.05%	SED	65.95%	SPED	20.00%	English Learner	32.65%	Hispanic/Latino	48.78%	Asian	75.24%		To be completed following 2022 SBAC results
Subgroup	%																		
All Students	71.05%																		
SED	65.95%																		
SPED	20.00%																		
English Learner	32.65%																		
Hispanic/Latino	48.78%																		
Asian	75.24%																		

LCAP Goal 1 - Metrics

Metric	Baseline	Year 1 Outcome	Year 2 Outcome		Year 3 Outcome	Desired Outcome for 2023–24	
% 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 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.	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%					All students 56%, FRL: 55% EL: 11% SPED: 27% Asian: 63% Latinx: 40%
			Subgroup	% meet/exceed	Subgroup	% meet/exceed	
			All Students	63.98%	All Students	57.09%	
			SED	65.12%	SED	56.78%	
			SPED	47.62%	English Learner	16.07%	
			Hispanic/Latino	50%	Hispanic/Latino	35.00%	
			Asian	67.35%	Asian	63.39%	

Powered by BoardOnTrack

LCAP Goal 1 - Metrics

Metric	Baseline	Year 1 Outcome	Year 2 Outcome		Year 3 Outcome		Desired Outcome for 2023–24
% 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%					All Students: 65% FRL: 66% EL: 27% SPED: 45% Asian: 71% Latinx: 32%
			Subgroup	% meet/exceeded	Subgroup	% meet/exceeded	
			All Students	69.73%	All Students	70.08%	
			SPED	47.62%	SED	69.35%	
			Hispanic/Latino	34.21%	SPED	42.31%	
			Asian	77.55%	English Learner	44.64%	
					Hispanic/Latino	30.00%	
					Asian	81.97%	

LCAP Goal 1 - Metrics

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
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	15%	Pending until Fall 2022	13.53%	27.16%	20%

LCAP Goal 1 - Metrics

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Participation rate of 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.	100%	100%	97%	98%	95%
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%

LCAP Goal 1 - Reflection

Successes	Challenges
<i>Continuous growth in academic performance</i>	<i>Students' Attendance- It improved this year but we had 2 students with chronic absenteeism</i>
<i>Teacher and Staff Retention</i>	<i>Teacher Recruitment and Credentialing</i>
<i>Professional Development and Staff Commitment</i>	<i>Mental Health Needs and appropriate support</i>
<i>Students Centered Culture</i>	<i>Students lack of sleep</i>
<i>Positive School Culture</i>	<i>Students appropriate use of technology and social media</i>
<i>Parents Engagement and Input</i>	<i>Appropriate Professional Development for Social Justice and Equity</i>

Closing

The continuing impacts of the COVID-19 Pandemic, including the challenges of hiring staff, student attendance, implementing health and safety protocols and mental health support, and addressing learning acceleration needs due to the impacts of distance learning, has presented many challenges this year.

Despite these challenges, Downtown Charter Academy is committed to implementing the LCAP to provide the necessary services to our students.

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students to continue our reach for excellence.



Questions?



LCAP Update

June 21, 2023
Philip Ellingberg
Site Director

Oakland Charter High School

Background

Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the annual update to the 2022–23 LCAP and budget overview for parents on or before February 28, 2023, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting the LEA must include all of the following:

- The Supplement for the Annual Update for the 2022–23 LCAP;
- All available mid-year outcome data related to metrics identified in the 2022–23 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2022–23 LCAP.

LCAP Goal 1

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.

This goal supports Amethod Public Schools' vision to provide high-quality instruction for all students to ensure graduating high school College and Career Ready.

LCAP Goal 1 - Metrics

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 on	2019 CA School Dashboard: 43.9% making progress	2021 CA School Dashboard: 43.3%	Not yet available	Data coming 2024	55% or higher of ELs making progress

LCAP Goal 1 - Reflection

Successes	Challenges
<i>Technology</i>	<i>Decreasing damage</i>
<i>Intervention</i>	<i>Continuing to improve data</i>
<i>ELD</i>	<i>Student population in need/ 1 ELD Para</i>
<i>Student culture</i>	<i>Attendance</i>
<i>Additional staff</i>	<i>Recruiting/ Qualified teacher pool</i>
<i>Retention</i>	<i>Credentialed teachers</i>

Closing

The continuing impacts of the COVID-19 Pandemic, including the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impacts of distance learning, has presented many challenges the first half of the school year.

Despite these challenges, Oakland Charter Academy is committed to implementing the LCAP to provide the necessary services to our students.

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students to continue our reach for excellence.

Questions?



RICHMOND
CHARTER ACADEMY

End-of-Year LCAP Update

June, 2023
Michael Bradley
Site Director

Richmond Charter Academy

LCAP 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.

LCAP Goal 2 - Metrics

Metric	2020-21 Baseline	Desired Outcome for 2023-24	2022-23 End-of-Year Update	Status
<i>Metric Name</i>	<i>Baseline in 2022-23 LCAP</i>	<i>Desired Outcome in 2022-23 LCAP</i>	<i>Provide update or state Unavailable</i>	<i>Indicate if In Progress or Final</i>
<i>Percent of Kickboard entries that referrals or negative logs</i>	30%	20% or Less	15%	In Progress
<i>Attendance rate</i>	91.19%	100 %	92.18%	In Progress
<i>Expulsion rate</i>	<1%	<1%	0%	FINAL
<i>Chronic Absentee number of students</i>	16 students	5 or fewer Students		

LCAP Goal 2 - Actions

Actions

Action #	Title	Description	Total Funds	Contributing
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. Continue to implement restorative practices, character reflection time, and incentives to promote school values.	\$1000.00	Y
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

LCAP Goal 2 - Actions

4	Engagement Activities	<ul style="list-style-type: none"> - Provide engagement activities/field trips offering parent education, awareness and purchase materials honoring students, families. - Monthly selection of the Titans of the Month to celebrate students who distinguished themselves by following school BRICKS (values): Bravery, Responsibility, Integrity, Compassion and Kindness. 	\$2000.00	N
5	Communication	Provide multiple levels of communication platforms and educational materials for parent awareness, <u>recognition</u> 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
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	
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	
12	SART Training & Support	Provide training and support resources for SART <u>in an effort to reduce</u> chronic absenteeism especially in our most marginalized subgroups.	\$1000.00	

Successes

- Restructuring Admin response to Student behaviors
- Reduction of facility defacing and damage
- Successful implementation of Titan time out.
- Re-implementation of family communication with staff
- Student buy-in to change

Challenges

- Consistent implementation of expectations.
- Staff Buy-in
- Student/ parent lack of care with attendance (Need for AMPS SARBS board/ Plan and involuntary Disenrollment process)

Closing

The continuing impacts of the COVID-19 Pandemic, including the challenges of hiring staff and addressing learning acceleration needs due to the impacts of distance learning, has continued to present issues all year.

Despite these challenges, the Richmond Charter Academy is committed to implementing the LCAP to provide the necessary services to our students.

RCA plans to refocus the schools goals to better track the LCAP outcomes that should live with each student and staff member

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students to continue our reach for excellence.

Questions?

LCAP Update

June 21, 2023
Dawn Roberson
Site Director

John Henry High School

Background

Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the annual update to the 2022–23 LCAP and budget overview for parents on or before February 28, 2023, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting the LEA must include all of the following:

- The Supplement for the Annual Update for the 2022–23 LCAP;
- All available mid-year outcome data related to metrics identified in the 2022–23 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2022–23 LCAP.

LCAP Goal 1

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

This goal supports Amethod Public Schools' vision to provide high-quality instruction for all students to ensure graduating high school College and Career Ready.

LCAP Goal 1 - Metrics

Metric	2020-21 Baseline	Desired Outcome for 2023-24	2022-23 Update	Status
Metric Name	Baseline in 2022-23 LCAP	Desired Outcome in 2022-23 LCAP	Provide update or state Unavailable	Indicate if In Progress or Final
Percentage of students participating in advanced placement exams achieving a score of “3” or higher	44.3%of students who took an advanced placement exam received a score of “3” or higher	60% of students who take an advanced placement exam receive a score of “3” or higher	Pending results until summer of 2023 of students who took an advanced placement exam received a score of “3” or higher	In Progress
Percent of EL students making progress toward proficiency as measured by the CA School Dashboard	52.8% (High ranking) of English Learners making progress toward English proficiency as reported on the 2022 CA School Dashboard	Increase to 65% (Very High Ranking) of English Learners making progress toward English proficiency as measured by the CA School Dashboard	43% (High ranking) of English Learners making progress toward English proficiency as reported on the 2023 CA School Dashboard	In Progress
SBAC ELA Meeting or Exceeding the State Standard	61.05% Meeting or Exceeding the State Standard	60% Meeting or Exceeding the State Standard	26% Meeting or Exceeding the State Standard	In Progress
SBAC Math Meeting or Exceeding the State Standard	51.06% Meeting or Exceeding the State Standard	40% Meeting or Exceeding the State Standard	10% Meeting or Exceeding the State Standard	In Progress

LCAP Goal 1 - Reflection

Successes	Challenges
Academic Supports	English language development interventions
Special Education	EL and student with disabilities focused professional development
Course Offerings with technology integration	Percent of EL students making progress toward proficiency as measured by the CA School Dashboard
CCSS Aligned Instructional Materials	Campus climate and culture

Closing

The continuing impacts of the COVID-19 Pandemic, including the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impacts of distance learning, has presented many challenges the first half of the school year.

JHHS is determined to increase campus wide achievement targets in the areas of: Planning lessons based on previous performances and achievement gaps. Increase EL student achievement with integrated support with all core classes. Utilizing RTI/ ELD strategies to monitor student mastery levels and relevancy.

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students to continue our reach for excellence

Questions?

LCAP Update

June 21, 2023
Malcolm McArthur
Site Director

Oakland Charter High School

Background

Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the annual update to the 2022–23 LCAP and budget overview for parents on or before February 28, 2023, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting the LEA must include all of the following:

- The Supplement for the Annual Update for the 2022–23 LCAP;
- All available mid-year outcome data related to metrics identified in the 2022–23 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2022–23 LCAP.

LCAP Goal 1

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

This goal supports Amethod Public Schools' vision to provide high-quality instruction for all students to ensure graduating high school College and Career Ready.

LCAP Goal 1 - Metrics

Metric	2020-21 Baseline	Desired Outcome for 2023-24	2022-23 Update	Status
Metric Name	Baseline in 2022-23 LCAP	Desired Outcome in 2022-23 LCAP	Provide update or state Unavailable	Indicate if In Progress or Final
Percentage of students participating in advanced placement exams achieving a score of “3” or higher	33% of students who took an advanced placement exam received a score of “3” or higher	60% of students who take an advanced placement exam receive a score of “3” or higher	Pending results until summer of 2023 of students who took an advanced placement exam received a score of “3” or higher	In Progress
Percent of EL students making progress toward proficiency as measured by the CA School Dashboard	46.3% (High ranking) of English Learners making progress toward English proficiency as reported on the 2022 CA School Dashboard	Increase to 65% (Very High Ranking) of English Learners making progress toward English proficiency as measured by the CA School Dashboard	41% (High ranking) of English Learners making progress toward English proficiency as reported on the 2022 CA School Dashboard	In Progress
SBAC ELA Meeting or Exceeding the State Standard	53.06% Meeting or Exceeding the State Standard	60% Meeting or Exceeding the State Standard	46% Meeting or Exceeding the State Standard	In Progress
SBAC Math Meeting or Exceeding the State Standard	8.33% Meeting or Exceeding the State Standard	40% Meeting or Exceeding the State Standard	25% Meeting or Exceeding the State Standard	In Progress
Graduation Rate	99%	96% Powered by BoardOnTrack	97%	In Progress

LCAP Goal 1 - Reflection

Successes	Challenges
Academic Supports	English language development interventions
Special Education	EL and student with disabilities focused professional development
Course Offerings with technology integration	Percent of EL students' reclassifications
CCSS Aligned Instructional Materials	Percent of EL students making progress toward proficiency as measured by the CA School Dashboard
Campus climate and culture	Academic Interventions monitoring

Closing

The continuing impacts of the COVID-19 Pandemic, including the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impacts of distance learning, has presented many challenges the first half of the school year.

OCHS is determined to increase our progress monitoring within our lesson cycles, assessment criteria and interventions strategies to increase student stamina and motivation. Establish a testing environment for our formative and summative assessments to conduct purposeful data talks with urgency and accuracy. Increase the use of evidence based instructional practices that require “How and Why” responses for rigor and mastery.

Despite our growth opportunities, Oakland Charter High School is committed to implementing the LCAP to provide the necessary services to our students.

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students to continue our reach for excellence

Questions?

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	ellingberg@amethodschools.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.

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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 Swytle 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: <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.

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, 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.	\$ 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: <i>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.</i>

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	Contributing
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, 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	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: <i>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.</i>

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	2019-2020 Survey Data: 86%		Not yet available	Data coming 2024	Maintain 90% or higher

Mid-Year and End of Year Parent Surveys					
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 parents logging on to Parent Portal	2019-2020: 50%	21-22: 50%	22-23: 58%	Data coming 2024	75% or higher

Actions

Action #	Title	Description	Total Funds	Contributing
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 in-person 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: <i>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.</i>

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	2019-2020: 80%	100%	100%	Data coming 2024	Increase to 100% of teachers regularly

utilizing technology in the classroom					utilizing technology in the classroom
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Actions

Action #	Title	Description	Total Funds	Contributing
1	Student Devices	Provide chromebooks/tablets, hotspots, earphones for all students	\$ 20000.00	Y
2	Software for Students	Purchase appropriate software to increase student access to core curriculum and monitor student usage.	\$ 20000.00	Y
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 Swytle 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 — Percentage	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 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:
 - 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]).

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

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

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

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

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

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

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

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

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

Plan Summary

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

Engaging Educational Partners

Purpose

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

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

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

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

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

Requirements and Instructions

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

Local Control and Accountability Plan:

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

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

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

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

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

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

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

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

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

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions

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

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

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

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

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

Focus Goal(s)

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

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

Broad Goal

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

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

Maintenance of Progress Goal

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

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

Required Goals

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

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

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

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

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

Measuring and Reporting Results:

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

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

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

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

Complete the table as follows:

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

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

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

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

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

Required Descriptions:

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

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

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

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

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

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

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

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

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

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

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

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

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

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

Actions Provided on a Schoolwide Basis:

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

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

Action Tables

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

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

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

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

Data Entry Table

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

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

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.

- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action is included as contributing to meeting the increased or improved services; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services.
- If “Yes” is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.

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

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

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

LCFF Carryover Table

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

Calculations in the Action Tables

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

Contributing Actions Table

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

Contributing Actions Annual Update Table

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

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

- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - 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)
- 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
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, socio-economic status, backgrounds, and talents. RCA will provide a rigorous college preparatory education to all students who wish to attend, yet will specifically outreach to those families that live in low income areas, survive below the poverty line, or whose parents have never attended college. The school will serve students in grade six through grade eight with the goal of achieving higher academic results than those neighboring campuses focusing on rigorous state aligned academic programs, accountability and excellence. RCA is a proud partner of The John Hopkins University Center for Talented Youth that gives students the opportunity to participate in college-level summer programs and online courses

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 overwhelming 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 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, 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.

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 learning 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 paraprofessionals reporting having access to meaningful professional development as measured by Youth Truth (update to reference a specific data point)	2020-2021 78% of teachers and paras report having access to meaningful professional development	2021-2022 53% of teachers and paras report having access to meaningful professional development	Data coming 2023	Data coming 2024	90%
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Actions

Action #	Title	Description	Total Funds	Contributing
1	Staff Development & Support	<ul style="list-style-type: none"> - Provide high quality staff development & support for teachers and paraprofessionals for the development and instructional practices in ELD/ELA, SBE Approved Curriculum, CCSS, BTSA - 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 SED students. - First year teachers provided CCSS and/or NGSS aligned curriculum training and mentor teacher support through Department Meetings, Grade Level Meetings, and Observations. - Continued bi-weekly Coaching for all instructional staff in particular focusing on supports for ELLs and SED students. 	\$40000.00	Y
2	Teammate Retention	<ul style="list-style-type: none"> - Partner with Recruitment Team to hire and retain highly qualified credentialed teachers and paraprofessionals and further develop retention efforts - 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. 	\$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 style="list-style-type: none"> - 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 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. 	\$40000.00	Y
5	Assessments & Programs	<p>Provide high quality assessment/supplemental programs and curriculum for varied students based on academic/assessment data during and through intercessions and after school programs.</p> <p>Analyze this data through the lens of ELLs, SED, and homeless subgroups if necessary.</p> <p>All Curriculum will be CCSS and NGSS aligned. (FOSS/Springboard/Illustrative Math)</p>	\$3000.00	Y
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: <i>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.</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. 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. Last report from Dataquest in 2019 7.5%	91.19% ADA for 2021-2022	Data coming 2023	Data coming 2024	5.0%
Suspension rate by subgroup	2020-2021 Schoolwide - 1% Black - 5.4% Hispanic - .4%	2021-2022 Schoolwide: 9.5% Black: 9% Hispanic 9.8%	Data coming 2023 Schoolwide: 8.0% Black: 15% Hispanic 13%	Data coming 2024	Schoolwide - <1% Black - <2.0% Hispanic - <1% Asians - <1%
Expulsion rate	2020-2021 0% expulsion rate	2021-2022 0% expulsion rate	2022-2023 0% expulsion rate	Data coming 2024	<1%
Percentage of Teachers using Kickboard reward system daily to increase positive behaviors	2020-2021 50% of teachers use Kickboard daily	2021-2022 _ % of teachers use Kickboard daily	2022-2023 66% of teachers use Kickboard daily	Data coming 2024	100%
Percent of students reporting that they really feel like a part of the school's community on YouthTruth survey (updated to connect to a specific survey question)	2020-2021 62% of students report really feeling like a part of the school community	2021-2022 56% of students report really feeling like a part of the school community	Data coming 2023	Data coming 2024	85%
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	Contributing
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. Continue to implement restorative practices, character reflection time, and incentives to promote school values.	\$1000.00	Y
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 style="list-style-type: none"> - Provide engagement activities/field trips offering parent education, awareness and purchase materials honoring students, families. - Monthly selection of the Titans of the Month to celebrate students who distinguished themselves by following school BRICKS (values): Bravery, Responsibility, Integrity, Compassion and Kindness. 	\$2000.00	N
5	Communication	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: <i>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.</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. 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
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Percent of parents reporting that they receive regular feedback about their child's progress (YouthTruth) (updated to connect to a specific survey question)	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
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 feel engaged with the school (YouthTruth) (updated to connect to a specific survey question)	2020-2021 78% of parents report feeling engaged with the school	2021-2022 70% of parents report feeling engaged with the school	Data coming 2023	Data coming 2024	85% report feeling engaged with the school

Actions

Action #	Title	Description	Total Funds	Contributing
1	Parent Workshops	<ul style="list-style-type: none"> - 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. - 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. - Continue to offer Workshops for Parents on Sex Education, Internet Safety, and/or other topics that they express interest in. 	\$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: <i>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.</i>

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
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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	Contributing
1	Student Devices	Provide chromebooks/tablets, hotspots, earphones for all students	\$15000.00	N
2	Software for Students	<ul style="list-style-type: none"> - Purchase appropriate software to increase student access to core curriculum and monitor student usage. - Continue to purchase curriculum with Tech components as a complement of the programs and to facilitate and differentiated instruction and learning. 	\$10000.00	N
3	Tech Training	<ul style="list-style-type: none"> - 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. 	\$1000.00	N
4	Tech Purchase	Purchase technology hardware for high quality cutting edge instruction including devices like Swytle Camera and other live streaming equipment.	\$5000.00	N
5	Software for Safety Guidelines	Provide software platforms to help adhere to C-19 safety guidelines during morning, afternoon formations/dismissal	\$1000.00	N

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 swyvie 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 lcff@cde.ca.gov.

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, 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 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: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

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

Local Control and Accountability Plan:

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

- 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 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 .

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:
 - **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.

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	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 <i>There is no data available for this report per 2022 CA School Dashboard</i>	2021-2022 <i>46.3% (High ranking) of English Learners making progress toward English proficiency as reported on the 2022 CA School Dashboard</i>	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: 22.3%	2021-2022 Reclassification Rate: 	2022-2023 Reclassification Rate: TBD Fall 2024	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: 51.9% Reading: 42.3%	2021-2022 Math:  Reading: 	2022-2023 Math: TBD Summer 2023 Reading: TBD Summer 2023	2023–2024 TBD Summer 2024	At least 70% for each subject
College and Career Indicator as measured by the CA School Dashboard	2019 CA School Dashboard: All Students: 65% Prepared Hispanic: 50% FRL: 60% Asian: 80% EL: 40%	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 98% 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 <i>Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard</i>	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	2019-2020 <i>Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard</i>	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

Action #	Title	Description	Total Funds	Contributing
1	Textbook and curriculum	<ul style="list-style-type: none"> Purchase of textbooks. Workbooks and supplement materials aligned to the CCSS and NGSS and/or approved by Advanced Placement Math curriculum supplement materials ((licenses and consumables) aligned Illustrative Math Continued use of curriculum to support EL students (licenses and consumables Supplemental materials but not limited to digital/technological materials supporting academic needs of our students 	\$90,000	N

Action #	Title	Description	Total Funds	Contributing
2	CCSS aligned assessments	<ul style="list-style-type: none"> Use of Common Assessments aligned to CCSS in math and ELA given no less than two times per year for grades 9-11. 	\$7,000	N
3	Academic Supports and Interventions	<ul style="list-style-type: none"> After School Paraprofessional & Tutoring Support UPchieve Code Nation Kahoot IXL Further development and refinement of Multi-Tiered Support System with Safety Nets and Student Support Team meetings Additional academic course sections in Math and ELA 	\$250,000	Y
4	Course Offerings	<ul style="list-style-type: none"> SAT preparation curriculum for 11th grade students to support strong academic skills and a college-going culture Use of an online course provider (Edgenuity) to supplement and expand credit recovery courses offered in the summer and during the school year Additional resume building support and interview preparation for post-secondary Maintaining two language course options for each following schoolyear 	\$90,000	N
5	English Language Development	<ul style="list-style-type: none"> English 3D curriculum to better address learning gaps for EL students and those who are below grade level in English. Designated ELD instruction to newcomer students and those scoring a level 1 or 2 on the ELPAC. Continue to offer a small, ELD specific support period within the academic day. 	\$7,000	Y
6	Special Education	<ul style="list-style-type: none"> Special Education service providers, including RSPs, counselors, and related services providers Continue to provide push-in services when appropriate to support students in mainstreamed classes Continue to provide an Academic Support class for students who need the additional intervention 	\$85,000	N

Action #	Title	Description	Total Funds	Contributing
7	Personnel	<ul style="list-style-type: none"> Additional paraprofessional tutorials to support the MTSS academic intervention program and offering intensive support for struggling learners who are behind in math and ELA 	\$110,000	Y
8	Technology	<ul style="list-style-type: none"> 1:1 Technology for students Hotspots for internet accessibility Continue to provide teachers with training on high quality technology programs and integrations to support their instruction and student skill development 	\$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 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	Contributing
1	Teacher Retention	<ul style="list-style-type: none"> Partner with Recruitment Team to hire and retain highly qualified credentialed teachers and paraprofessionals and further develop retention efforts Talent Manager will execute and participate in teacher recruitment fairs in and around the Bay Area, California, and the West Coast Qualifying teachers will be supported through Induction in order to clear their credentials Continued development and implementation of AMPS Career Path process for staff advancement 	\$20,000	N
2	Professional Development	<ul style="list-style-type: none"> All staff will have professional growth and development plans, monthly observations and coaching, and review of weekly lesson plans All staff teaching core subjects will participate in professional development aligned to CCSS and/or NGSS at least three times during the school year All staff teaching AP will be trained in the delivery of AP course content Provide professional development strategies to support the academic success and social, emotional health of all students. Support supplemental resources such as, but not limited to digital/technological materials/resources to support the academic needs of our students Provide professional development and support for the use of the interim/SBAC/CAASPP/NWEA assessments 	\$25,000	N
3	EL Focus Professional Development	<ul style="list-style-type: none"> At least three professional development workshops relevant to working with English Language Learner. ELD Specialist works with teachers—co-planning, observations. And coaching included 	\$6,000	Y
4	Staff Workshops	<ul style="list-style-type: none"> At least three staff workshops on analyzing Interim Assessment results and using data to inform instruction Provide professional development in the use of restorative practices. Increase the number of teachers trained to support SEL Learning 	\$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 Qualified 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	Contributing
1	Post-Secondary Parent Engagement	<ul style="list-style-type: none"> 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 	\$2,500	N
2	Parent Survey	<ul style="list-style-type: none"> 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 style="list-style-type: none"> Hold an open-house in the Fall for families to review Parent-Family Handbooks, school-wide goals, expectations, rules, and norms Hold at least 2 orientations in the summer and early fall for new, incoming families to give an overview of high school programs Hold at least 2 technology specific parent sessions to support access to progress monitoring tools such as PowerSchool, Naviance, and Kickboard 	\$5,000	N
4	Outreach Coordinator	<ul style="list-style-type: none"> Continue to leverage our Outreach Coordinator to support families and increase parent voice and involvement. Community outreach time and service to assist our most vulnerable populations and weekly attendance monitoring and communication with school administrators. Parent Teacher Home Visits (Community Walks) Translation and Interpretation Services 	\$30,000	N
6	EL and SPED Parent Engagement	<ul style="list-style-type: none"> Maintain ELPAC participation in school advisory council meetings and community nights. Increased communication between ELD teacher and families Maintain strong parent to resource and administration team connection through regular meetings and progress monitoring of students. 	\$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
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.

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. It is important that our teachers 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	<p>2020-2021</p> <p>96% of students who responded to annual survey reported that they feel part of the school's community</p> <p>80% of students who responded to annual survey reported that teachers are willing to give extra help on schoolwork if they need it</p>	<p>2021-2022</p> <p>76% of students who responded to annual survey reported that they feel part of the school's community</p> <p>74% of students who responded to annual survey reported that teachers are willing to give extra help on schoolwork if they need it</p>	<p>2022-2023</p> <p>TBD Summer 2023</p>	<p>2023-2024</p> <p>TBD Summer 2024</p>	<p>80% of students reporting that they feel part of the school's community</p> <p>90% of students reporting that teachers are willing to give extra help on schoolwork if they need it</p>
Students expressing a belief that respect is commonplace at the school	<p>2020-2021</p> <p>92% of students who responded to annual survey reported that adults in the school treat students with respect</p> <p>86% of students who responded to annual survey reported that most students at the school are friendly</p>	<p>2021-2022</p> <p>76% of students who responded to annual survey reported that adults in the school treat students with respect</p> <p>74% of students who responded to annual survey reported that most</p>	<p>2022-2023</p> <p>TBD Summer 2023</p>	<p>2023-2024</p> <p>TBD Summer 2024</p>	<p>90% of students reporting that adults in the school treat students with respect</p> <p>80% of students reporting that most students at the school are friendly</p>

		students at the school are friendly			
Students expressing that they enjoy coming to school on a regular basis	2020-2021 90% of students who responded to annual survey reported that they enjoy school most of the time	2021-2022 88% 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 90% of students submitted responses to YouthTruth survey	2022-2023 TBD Summer 2023	2023-2024 TBD Summer 2024	98% of students submitting responses to YouthTruth survey
Percent of students reporting they feel safe at school	2020-2021 94% of students who responded to annual survey reported feeling safe during school	2021-2022 86% 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: 3.2%	2020-2021 Suspension Rate: 0.2%	2021-2022 Suspension Rate: 1.97%	2022-2023 Suspension Rate: TBD Summer 2023	Maintain below 3%
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%
Attendance Rate as a percentage	2019-2020 98% attendance rate as measured by annual report	2020-2021 94% attendance rate as measured by annual report	2021-2022 93% attendance rate as measured by annual report	2022-2023 TBD Summer 2023	96% attendance rate 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 <i>Not calculated by CA Dataquest</i>	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

Action #	Title	Description	Total Funds	Contributing
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1	School Counselor	<ul style="list-style-type: none"> School psychologist/school counselor to meet with students experiencing non- academic problems Social Emotional Learning (SEL) programs 	\$98,000	Y
2	Assemblies	<ul style="list-style-type: none"> Hold at least one assembly that focuses on student achievement 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.) 	\$3,000	N
3	School Supplies	<ul style="list-style-type: none"> Purchase school-themed supplies that support college-readiness skills and healthy life-long habits (e.g., water bottles, agendas, folders, athletic apparel, yearbooks etc.) 	\$50,000	N
4	College Advisors	<ul style="list-style-type: none"> Provide a college-readiness advisory class to 12th grade students to teach and help seniors through the college and financial aid application process Purchase and maintain a SEL and College Advising curriculum to be implemented during the Advisory period 	\$75,000	N
5	Youth Truth Survey	<ul style="list-style-type: none"> 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. 	\$5,000	N
6	Field Trips & college and career readiness student activities.	<ul style="list-style-type: none"> Provide opportunities for students to attend colleges in California Providing field trips and other activities related to promoting a college going culture Provide field trips to visit industry related experiences and work-based learning for pathway students 	\$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

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
%	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:
 - 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]).

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

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

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

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

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

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

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

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

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

Plan Summary

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

Engaging Educational Partners

Purpose

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

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

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

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

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

Requirements and Instructions

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

Local Control and Accountability Plan:

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

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

- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

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

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

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

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

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

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

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

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

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

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

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

Focus Goal(s)

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

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

Broad Goal

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

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

Maintenance of Progress Goal

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

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

Required Goals

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

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

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

efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

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

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

Measuring and Reporting Results:

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

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

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

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

Complete the table as follows:

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

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

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

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

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

Required Descriptions:

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

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued

into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

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

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

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

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

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

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

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

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

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

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

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

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

Actions Provided on a Schoolwide Basis:

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

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

Action Tables

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

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

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

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

Data Entry Table

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

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

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

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

the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

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

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

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

LCFF Carryover Table

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

Calculations in the Action Tables

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

Contributing Actions Table

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

Contributing Actions Annual Update Table

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

- 6. Estimated Actual LCFF Supplemental and Concentration Grants

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)
- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - 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)
 - 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
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 learning 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) 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 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 supporting their own students' learning, the distance learning plan includes specific expectations for weekly communication from teachers to students 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
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.

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) Meeting or Exceeding the State Standard	2019-2020 <i>Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard</i>	2020-2021 <i>Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021</i>	2021-2022 15% Meeting or Exceeding the State Standard	2022-2023 TBD Summer 2023	40% or more proficient
SBAC ELA (3-8) Meeting or Exceeding the State Standard	2019-2020 <i>Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard</i>	2020-2021 <i>Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021</i>	2021-2022 28% Meeting or Exceeding the State Standard	2022-2023 TBD Summer 2023	60% or more proficient
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 <i>There is no data available for this report per 2022 CA School Dashboard</i>	2021-2022 <i>46.3% (High ranking) of English Learners making progress toward English proficiency as reported on the 2022 CA School Dashboard</i>	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 80%	2022-2023 TBD Summer 2023	2023–2024 TBD Summer 2024	100% proficient

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

Action #	Title	Description	Total Funds	Contributing
1	Staff Development & Support	<ul style="list-style-type: none"> All staff will have professional growth and development plans, monthly observations and coaching, and a review of weekly lesson plans. All staff teaching core subjects will participate in professional development aligned to CCSS and/or NGSS at least three times during the school year. Provide professional development strategies to support the academic success and social, emotional health of all students. Support supplemental resources for targeted goal monitoring of ELLs and SED students. Provide professional development and support for the use of the interim/SBAC/CAASPP/NWEA assessments. Support supplemental resources such as, but not limited to digital/technological materials/resources to support the academic needs of our students. 	\$50000.00	Y

Action #	Title	Description	Total Funds	Contributing
2	Teammate Retention	<ul style="list-style-type: none"> Partner with Recruitment Team to hire and retain highly qualified credentialed teachers and paraprofessionals and further develop retention efforts. Talent Manager will execute and participate in teacher recruitment fairs in and around the Bay Area, California, and the West Coast Qualifying teachers will be supported through Induction in order to clear their credentials. Continued development and implementation of AMPS Career Path process for staff advancement 	\$20000.00	N
3	Coaching & Support	<ul style="list-style-type: none"> 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. 	\$20000.00	Y
4	Intervention & Acceleration	<ul style="list-style-type: none"> 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 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. 	\$10000.00	Y

Action #	Title	Description	Total Funds	Contributing
5	Assessments & Programs	<ul style="list-style-type: none"> Provide high quality assessment/supplemental programs and curriculum for varied students based on academic/assessment data during and through intercessions and after school programs. Analyze this data through the lens of ELLs, SED, and homeless subgroups if necessary. All Curriculum will be CCSS and NGSS aligned. aligned (FOSS/Springboard/Illustrative Math) 	\$10000.00	Y
6	Library	<ul style="list-style-type: none"> 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. 	\$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
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. It is important that our teachers 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
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: Schoolwide - .6% Black - 0% Hispanic - .4% Asians - 0%	2020-2021 Suspension Rate: Schoolwide - .6% 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 style="list-style-type: none"> 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. Continue to implement restorative practices, character reflection time, and incentives to promote school values. 	\$5000.00	Y
2	Assemblies	<ul style="list-style-type: none"> Hold at least one assembly that focuses on student achievement. Hold at least one assembly that focuses on student performance. 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.) 	\$1000.00	N
3	Culture Building	<ul style="list-style-type: none"> Quarterly team building events such as outdoor field days or community clean up days, assemblies and activities that promote a sense of school community. 	\$1000.00	N
4	Engagement Activities	<ul style="list-style-type: none"> Provide engagement activities/field trips offering parent education, awareness and purchase materials honoring students, families. 	\$2000.00	N
5	Communication	<ul style="list-style-type: none"> Provide multiple levels of communication platforms and educational materials for parent awareness, recognition, and education. 	\$1000.00	N
6	Student Mental Health/Behavior Therapist	<ul style="list-style-type: none"> Provide Mental Health Curriculum and programs, community resources for families and students to support all students especially our most marginalized subgroups. Provide a School Wellness counselor or Behavior Therapist to support overall mental health for students especially our most marginalized subgroups. Provide telehealth medicine wellness programs for students and families to reduce chronic absenteeism especially in our most marginalized subgroups 	\$62000.00	Y

Action #	Title	Description	Total Funds	Contributing
8	School Themed Materials	<ul style="list-style-type: none"> Purchase school themed materials for development of overall engagement/spirit 	\$20000.00	N
9	Facility Safety	<ul style="list-style-type: none"> Ensure safety of grounds and facilities by providing preventative measures such as video cameras, vaping detectors, security gates, etc. 	\$20000.00	N
12	SART Training & Support	<ul style="list-style-type: none"> Provide training and support resources for SART in an effort to reduce chronic absenteeism especially in our most marginalized subgroups. 	\$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: <i>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.</i>

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.	2021-2022 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 style="list-style-type: none"> 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. 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. Continue to offer Workshops for Parents on Sex Education, Internet Safety, and/or other topics that they express interest in. 	\$2000.00	Y
2	Bilingual Community Coordinator	<ul style="list-style-type: none"> Maintain Bilingual Community Outreach Coordinator to provide advocacy/home visit and resources for families of students who are multi-language learners. 	\$5000.00	Y
3	Community Partnerships	<ul style="list-style-type: none"> Partner with local community for educational history and field trips, community service projects 	\$5000.00	N
4	Family Access to Hybrid Instruction	<ul style="list-style-type: none"> Provide families with materials to access high quality hybrid/remote instruction 	\$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 style="list-style-type: none"> 1:1 Technology for students Hotspots for internet accessibility Provide professional development for staff to support students using technology and different software platforms. Continue to develop Internet Fluency for teachers and students. Continue to provide teachers with training on high quality technology programs and integrations to support their instruction and student skill development. Continue to develop Internet Citizenship for students 	\$25000.00	N

Action #	Title	Description	Total Funds	Contributing
2	Technology Software	<ul style="list-style-type: none"> • Purchase appropriate software to increase student access to core curriculum and monitor student usage. • Continue to purchase curriculum with Tech components as a complement of the programs and to facilitate and differentiated instruction and learning. • Class Dojo 	\$33000.00	N
3	Technology Hardware	<ul style="list-style-type: none"> • Purchase technology hardware for high-quality cutting-edge instruction including devices like Swivel Camera and other live streaming equipment. 	\$5000.00	N
4	Software for Safety Guidelines	<ul style="list-style-type: none"> • Provide software platforms to help adhere to C-19 safety guidelines during morning, afternoon formations/dismissal 	\$1000.00	N
5	Tech Training	<ul style="list-style-type: none"> • 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. 	\$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)

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.

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 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	1:32
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 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:
 - 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]).
- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

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

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

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

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

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

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

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

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

Plan Summary

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

Engaging Educational Partners

Purpose

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

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

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

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

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

Requirements and Instructions

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

Local Control and Accountability Plan:

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

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

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

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

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

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

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

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

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

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

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

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

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

Focus Goal(s)

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

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

Broad Goal

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

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

Maintenance of Progress Goal

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

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

Required Goals

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

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

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

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

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

Measuring and Reporting Results:

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

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

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

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

Complete the table as follows:

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

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

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

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

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

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

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

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

Required Descriptions:

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

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

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

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

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

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

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

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

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

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

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

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

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

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

Actions Provided on a Schoolwide Basis:

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

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

Action Tables

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

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

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

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

Data Entry Table

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

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

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

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

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

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

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000.

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

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

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

LCFF Carryover Table

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

Calculations in the Action Tables

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

Contributing Actions Table

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

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

Contributing Actions Annual Update Table

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

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

Fall 22-23	6TH GRADE	7TH GRADE	8TH 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		<table><tr><td>Subgroup</td><td>%</td></tr><tr><td>All Students</td><td>62.18%</td></tr><tr><td>SED</td><td>56.74%</td></tr><tr><td>SPED</td><td>13.34%</td></tr><tr><td>English Learner</td><td>34.0%</td></tr><tr><td>Hispanic/Latino</td><td>26.83%</td></tr><tr><td>Asian</td><td>70.53%</td></tr></table>	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
Subgroup	%																		
All Students	62.18%																		
SED	56.74%																		
SPED	13.34%																		
English Learner	34.0%																		
Hispanic/Latino	26.83%																		
Asian	70.53%																		

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	<table><tr><td>Subgroup</td><td>%</td></tr><tr><td>All Students</td><td>71.05%</td></tr><tr><td>SED</td><td>65.95%</td></tr><tr><td>SPED</td><td>20.00%</td></tr><tr><td>English Learner</td><td>32.65%</td></tr><tr><td>Hispanic/Latino</td><td>48.78%</td></tr><tr><td>Asian</td><td>75.24%</td></tr></table>	Subgroup	%	All Students	71.05%	SED	65.95%	SPED	20.00%	English Learner	32.65%	Hispanic/Latino	48.78%	Asian	75.24%		To be completed following 2022 SBAC results										
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Hispanic/Latino	48.78%																												
Asian	75.24%																												
% 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%	<table><tr><td>Subgroup</td><td>% meet/exceed</td></tr><tr><td>All Students</td><td>63.98%</td></tr><tr><td>SED</td><td>65.12%</td></tr><tr><td>SPED</td><td>47.62%</td></tr><tr><td>Hispanic/Latino</td><td>50%</td></tr><tr><td>Asian</td><td>67.35%</td></tr></table>	Subgroup	% meet/exceed	All Students	63.98%	SED	65.12%	SPED	47.62%	Hispanic/Latino	50%	Asian	67.35%	<table><tr><td>Subgroup</td><td>% meet/exceed</td></tr><tr><td>All Students</td><td>57.09%</td></tr><tr><td>SED</td><td>56.78%</td></tr><tr><td>English Learner</td><td>16.07%</td></tr><tr><td>Hispanic/Latino</td><td>35.00%</td></tr><tr><td>Asian</td><td>63.39%</td></tr></table>	Subgroup	% meet/exceed	All Students	57.09%	SED	56.78%	English Learner	16.07%	Hispanic/Latino	35.00%	Asian	63.39%	All students 56%, FRL: 55% EL: 11% SPED: 27% Asian: 63% Latinx: 40%
Subgroup	% meet/exceed																												
All Students	63.98%																												
SED	65.12%																												
SPED	47.62%																												
Hispanic/Latino	50%																												
Asian	67.35%																												
Subgroup	% meet/exceed																												
All Students	57.09%																												
SED	56.78%																												
English Learner	16.07%																												
Hispanic/Latino	35.00%																												
Asian	63.39%																												

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%	<table><tr><td>Subgroup</td><td>% meet/exceed</td></tr><tr><td>All Students</td><td>69.73%</td></tr><tr><td>SPED</td><td>47.62%</td></tr><tr><td>Hispanic/Latino</td><td>34.21%</td></tr><tr><td>Asian</td><td>77.55%</td></tr></table>	Subgroup	% meet/exceed	All Students	69.73%	SPED	47.62%	Hispanic/Latino	34.21%	Asian	77.55%	<table><tr><td>Subgroup</td><td>% meet/exceed</td></tr><tr><td>All Students</td><td>70.08%</td></tr><tr><td>SED</td><td>69.35%</td></tr><tr><td>SPED</td><td>42.31%</td></tr><tr><td>English Learner</td><td>44.64%</td></tr><tr><td>Hispanic/Latino</td><td>30.00%</td></tr><tr><td>Asian</td><td>81.97%</td></tr></table>	Subgroup	% meet/exceed	All Students	70.08%	SED	69.35%	SPED	42.31%	English Learner	44.64%	Hispanic/Latino	30.00%	Asian	81.97%	All Students: 65% FRL: 66% EL: 27% SPED: 45% Asian: 71% Latinx: 32%
Subgroup	% meet/exceed																												
All Students	69.73%																												
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SED	69.35%																												
SPED	42.31%																												
English Learner	44.64%																												
Hispanic/Latino	30.00%																												
Asian	81.97%																												
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	15%	Pending until Fall 2022	13.53%	27.16%	20%																								
Participation rate of	100%	100%	97%	98%	95%																								

<p>teachers and paraprofessionals in professional development workshops, teaching domain walkthroughs, and Professional Growth Plans (PGPs)</p> <p>The expectation is that 100% of staff members participate in Professional development offered by the school.</p>					
<p>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.</p> <p>Year 1 outcome corresponds to the 2021 survey: Staff experience positive relationships in school based on care, respect and approachability.</p>	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 th 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
Action 3	Coaching and Instructional Support	<p>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.</p> <p>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.</p>	\$60,500	[Y/N]

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.	\$2,500	
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	Contributing
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 th 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	Contributing
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 #	Title	Description	Total Funds	Contributing
Action 1	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	Contributing
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	Contributing
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 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:
 - 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]).

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

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

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

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

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

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

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

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

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

Plan Summary

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

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

Engaging Educational Partners

Purpose

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

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

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

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

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

Requirements and Instructions

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

Local Control and Accountability Plan:

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

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

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

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

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

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

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

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

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

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

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

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

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

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

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

Focus Goal(s)

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

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

Broad Goal

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

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

Maintenance of Progress Goal

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

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

Required Goals

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

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

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

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

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

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

Measuring and Reporting Results:

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

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

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

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

Complete the table as follows:

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

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

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

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

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

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

Required Descriptions:

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

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

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

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

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

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

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

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

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

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

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

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

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

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

Actions Provided on a Schoolwide Basis:

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

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

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

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

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

Action Tables

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

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

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

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

Data Entry Table

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

- **LCAP Year:** Identify the applicable LCAP Year.

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

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

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

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

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

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

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

LCFF Carryover Table

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

Calculations in the Action Tables

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

Contributing Actions Table

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

Contributing Actions Annual Update Table

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

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

- 5. Total Planned Percentage of Improved Services (%)
 - 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)
 - 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
John Henry High School	Dawn Roberson Site Director	droberson@amethodschools.org (510) 235-2439

Plan Summary 2023

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

- 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
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	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 <i>Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard</i>	2021-2022 <i>52.8% (High ranking) of English Learners making progress toward English proficiency as reported on the 2022 CA School Dashboard</i>	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: <i>Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard</i>	2021-2022 CCI: <i>Not Reported In 2022 per 2022 CA School Dashboard</i>	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 <i>Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard per 2021 CA School Dashboard</i>	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 <i>2019–20 results are not available due to the suspension of testing as a result of the novel coronavirus disease 2019 (COVID-19)</i>	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 style="list-style-type: none"> Purchase of new textbooks aligned to the CCSS and NGSS or approved by Advanced Placement Math curriculum adoption --- Illustrative Math Science Curriculum in Biology and Chemistry to be NGSS aligned Continued use of curriculum to support EL students (licenses and consumables) Naviance curriculum for advisory to continue college and career mindset and readiness Supplemental materials but not limited to digital/technological materials supporting academic needs of our students 	\$125,000	N
2	CCSS aligned assessments	<ul style="list-style-type: none"> 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 style="list-style-type: none"> After School Paraprofessional & Tutoring Support UPchieve Kahoot EdPuzzle IXL 	\$250,000	Y

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> Further development and refinement of Multi-Tiered Support System with Safety Nets and Student Support Team meetings Additional academic course sections in Math and ELA 		
4	Course Offerings	<ul style="list-style-type: none"> SAT preparation curriculum for 11th grade students to support strong academic skills and a college-going culture Use of an online course provider (Edgenuity) to supplement and expand credit recovery courses offered in the summer and during the school year Additional resume building support and interview preparation for post-secondary Maintaining two language course options for each following schoolyear 	\$45,000	N
5	English Language Development	<ul style="list-style-type: none"> English 3D curriculum to better address learning gaps for EL students and those who are below grade level in English. Designated ELD instruction to newcomer students and those scoring a level 1 or 2 on the ELPAC. Additional DEI course to support EL students Continue to offer a small, ELD specific support period within the academic day. 	\$50,000	Y
6	Special Education	<ul style="list-style-type: none"> Special Education service providers, including RSPs, counselors, and related services providers Continue to provide push-in services when appropriate to support students in mainstreamed classes Continue to provide an Academic Support class for students who need the additional intervention 	\$65,000	N
7	Personnel	<ul style="list-style-type: none"> 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 style="list-style-type: none"> • 1:1 Technology for students • Hotspots for internet accessibility • Continue to provide teachers with training on high quality technology programs and integrations to support their instruction and student skill development 	\$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 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	Contributing
1	Teacher Hiring & Retention	<ul style="list-style-type: none"> Partner with Recruitment Team to hire and retain highly qualified credentialed teachers and paraprofessionals and further develop retention efforts Talent Manager will execute and participate in teacher recruitment fairs in and around the Bay Area, California, and the West Coast Qualifying teachers will be supported through Induction in order to clear their credentials Continued development and implementation of AMPS Career Path process for staff advancement 	\$20,000	N
2	Professional Development	<ul style="list-style-type: none"> All staff will have professional growth and development plans, monthly observations and coaching, and review of weekly lesson plans All staff teaching core subjects will participate in professional development aligned to CCSS and/or NGSS at least three times during the schoolyear All staff teaching AP will be trained in the delivery of AP course content Provide professional development strategies to support the academic success and social, emotional health of all students. Support supplemental resources such as, but not limited to digital/technological materials/resources to support the academic needs of our students Provide professional development and support for the use of the interim/SBAC/CAASPP/NWEA assessments 	\$25,000	N
3	EL Focus Professional Development and Support	<ul style="list-style-type: none"> At least one professional development workshop relevant to working with English Language Learners ELD Specialist works with teachers—co-planning, observations. And coaching included 	\$20,000	Y
4	Staff Workshops	<ul style="list-style-type: none"> At least three staff workshops on analyzing Interim Assessment results and using data to inform instruction Provide professional development in the use of restorative practices. Increase the number of teachers trained to support SEL Learning 	\$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 Qualified 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 representation and involvement in parent/family groups such as FST, ELAC, and other committees	2020-2021 76% 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 65% 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 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	2021-2022 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	Total Funds	Contributing
1	Post-Secondary Parent Engagement	<ul style="list-style-type: none"> 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 	\$2,500	N
2	Parent Survey	<ul style="list-style-type: none"> 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 style="list-style-type: none"> Hold an open-house in the Fall for families to review Parent-Family Handbooks, school-wide goals, expectations, rules, and norms Hold at least 2 orientations in the summer and early fall for new, incoming families to give an overview of high school programs Hold at least 2 technology specific parent sessions to support access to progress monitoring tools such as PowerSchool, Naviance, and Kickboard 	\$5,000	N
4	Outreach Coordinator	<ul style="list-style-type: none"> Continue to leverage our Outreach Coordinator to support families and increase parent voice and involvement. Community outreach time and service to assist our most vulnerable populations and weekly attendance monitoring and communication with school administrators. Parent Teacher Home Visits (Community Walks) Translation and Interpretation Services 	\$30,000	Y
5	EL and SPED Parent Engagement	<ul style="list-style-type: none"> Maintain ELPAC participation in school advisory council meetings and community nights. Increased communication between ELD teacher and families Maintain strong parent to resource and administration team connection through regular meetings and progress monitoring of students. 	\$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.

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. 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 at 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 at 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 at 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	2020-2021 [REDACTED] of graduating seniors admitted to a 4-year college/ university	2021-2022 [REDACTED] 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: [REDACTED]%	2022-2023: [REDACTED]%	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 <i>Not calculated by CA Dataquest</i>	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 style="list-style-type: none"> School psychologist/wellness counselor to meet with students experiencing non- academic problems. Social Emotional Learning (SEL) programs 	\$78,000	Y
2	School-wide Assemblies	<ul style="list-style-type: none"> Hold at least one school-wide assembly that focuses on student achievement 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.) Hold at least two grade-level assemblies (one in Fall and one in Spring) to address specific class challenges and celebrate class accomplishments Hold at least two pep rallies (one in Fall and one in Spring) to build camaraderie and continue to build Wildcat pride 	\$3,000	N
3	School Supplies	<ul style="list-style-type: none"> Purchase school-themed supplies that support college-readiness skills and healthy life-long habits (e.g., water bottles, agendas, folders, athletic apparel, yearbooks etc.) 	\$50,000	N
4	College Advisors	<ul style="list-style-type: none"> Provide a college-readiness advisory class to 12th grade students to teach and help seniors through the college and financial aid application process Purchase and maintain a SEL and College Advising curriculum to be implemented during the Advisory period 	\$75,000	
5	Youth Truth Survey	<ul style="list-style-type: none"> 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. 	\$5,000	N
6	Field Trips & college and career readiness student activities.	<ul style="list-style-type: none"> Provide opportunities for students to attend colleges in California Providing field trips and other activities related to promoting a college going culture Provide field trips to visit industry related experiences and work-based learning for pathway students 	\$40,000	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 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.

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

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

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

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

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

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

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

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

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

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

Plan Summary

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

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

Engaging Educational Partners

Purpose

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

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

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

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

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

Requirements and Instructions

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

Local Control and Accountability Plan:

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

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

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

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

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

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

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

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

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

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

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

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

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

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

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

Focus Goal(s)

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

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

Broad Goal

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

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

Maintenance of Progress Goal

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

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

Required Goals

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

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

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

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

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

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

Measuring and Reporting Results:

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

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

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

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

Complete the table as follows:

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

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

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

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

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

Purpose

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

Requirements and Instructions

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

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

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

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

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

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

Required Descriptions:

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

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

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

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

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

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

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

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

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

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

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

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

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

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

Actions Provided on a Schoolwide Basis:

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

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

Action Tables

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

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

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

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

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

Data Entry Table

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

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

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

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. This is the percentage by

which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

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

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

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

LCFF Carryover Table

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

Calculations in the Action Tables

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

Contributing Actions Table

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

Contributing Actions Annual Update Table

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

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

BJE LCAP Action Tables 22-23 (1).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. [Adobe Reader](#):

BJE LCAP Action Tables 23-24.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. [Adobe Reader](#):

Lcap_Action_Table_JHHS_2022-2023.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. [Adobe Reader](#):

JHHS 23-24 Updated Tables.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. [Adobe Reader](#):

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. [Adobe Reader](#):

RCA_Lcap_Action_Tables_23-24.xlsx

Notice

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23-24_DCA-_Lcap_Action_Tables.xlsx

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OCA-_Lcap_Action_Tables_22-23.xlsx

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OCA-_Lcap_Action_Tables_2023-2024.xlsx

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OCHS-_LCAP_2022-2023.xlsx

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OCHS 23-24 Updated Tables.xlsx

Coversheet

Approval of FY 2023-2024 Budgets

Section:	III. Business
Item:	D. Approval of FY 2023-2024 Budgets
Purpose:	Vote
Submitted by:	
Related Material:	June 23- Finance Slides- Board Meeting (1).pdf Home Office Adopted Budgets for 23-24.xlsx BJE 2023-24 Adopted Budget Charter Alt Form .xls RCA 2023-24 Adopted Budget Charter Alt Form (2).xls JHHS 2023-24 Adopted Budget Charter Alt Form .xls DCA Revised 23.24 Adopted Budget.xls OCA Revised 23.24 Adopted Budget.xls OCHS Revised 23.24 Adopted Budget.xls Amethod Public Schools.3249.CharterSAFEProposal2324.06-09-2023.pdf

Amethod Public Schools

Board Financial Update

Marie Arce
June 21, 2023



Benito
Juarez
Elementary



Oakland
Charter
Academy



Downtown
Charter
Academy



Richmond
Charter
Academy



Oakland
Charter
High School

Powered by BoardOnTrack



John Henry
High School

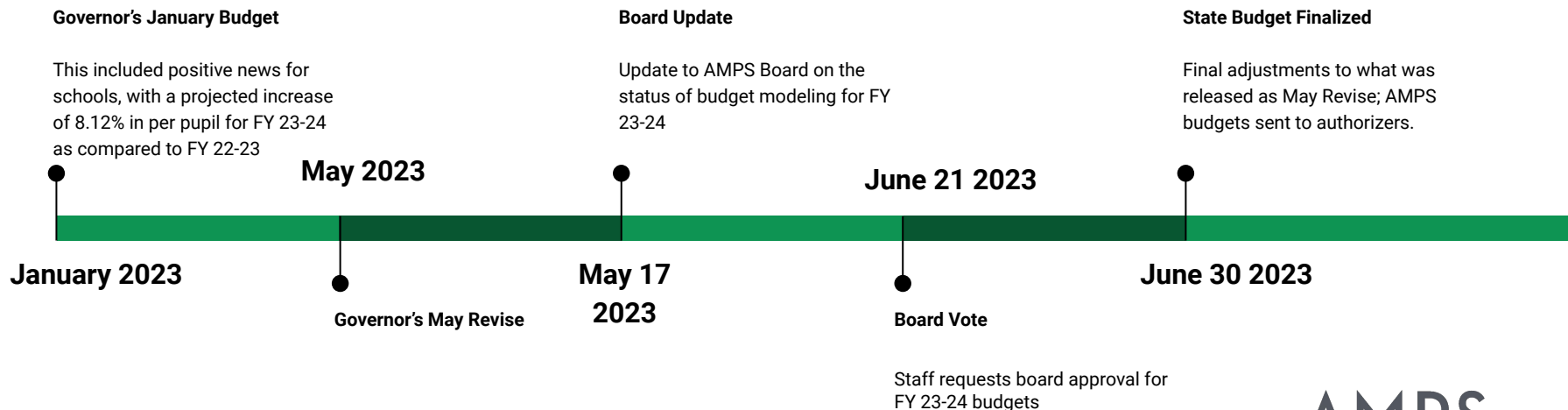
AMPS

HONOR HARD WORK

2023-24 Budget Development

- a. Timeline
- b. 2023/24 Budget Highlights
- c. Revenue & Entitlement Updates
- d. Budget Highlights
- e. Enrollment Projections
- f. Budget Summary

2023-24 Budget Development Timeline



AMPS

HONOR HARD WORK

2023-24 Budget Major Highlights

LCFF and COLA: The May Revision fully funds an 8.22 percent cost-of-living adjustment (COLA), up slightly from 8.13 percent in January, for LCFF and other categoricals. This provides about \$3.4B more for LCFF compared to the current year budget.

SB 740 Facilities: Maintains the January proposal for facility grants.

Transitional Kindergarten (TK): Retains continued expansion per current law, but adjusts overall TK allocation due to reduced TK enrollment projections at May Revision.

Extended Learning (ELOP): Maintains current implementation, but proposes to extend the expenditure deadline for ELOP planning funds received in 2021-22 and 2022-23 from June 30, 2023, to June 30, 2024.

Nutrition: Provides additional \$300M to fully fund increased program demand in the 2022-23 and 2023-24 fiscal years.

Equity Multiplier: Maintains \$300M for the Equity Multiplier proposed in January, with clarifying changes to strengthen accountability.



2023-24 Reduction in Previously Committed Allocations

Arts and Music Block Grant: The May Revision proposes a further decrease of \$607 million (M) to the one-time Block Grant enacted in 2022-23. This reduction would be on top of the \$1.2B reduction proposed in January, essentially cutting the block grant in half to approximately \$1.78B.

Total AMPS Impact \$628,119

Arts and Music Block Grant			
School Site	Original	Revised	Decrease
Oakland Charter Academy	\$138,884.00	\$ 69,442.00	\$ 69,442.00
Downtown Charter Academy	\$176,297.00	\$ 88,149.00	\$ 88,148.00
Oakland Charter High School	\$278,573.00	\$139,287.00	\$139,286.00
Richmond Charter Academy	\$170,296.00	\$ 85,148.00	\$ 85,148.00
Richmond Charter Academy- Benito Juarez	\$285,200.00	\$142,600.00	\$142,600.00
John Henry High School	\$206,990.00	\$103,495.00	\$103,495.00

Learning Recovery Emergency Block Grant: The May Revision proposes a decrease of approximately \$2.5B one-time funds for this Block Grant taking funding from \$7.9B at the Governor's Budget in January down to \$5.4B at the May Revision.

Learning Recovery Emergency Block Grant			
School Site	Original	Revised	Decrease
Oakland Charter Academy	\$457,987.00	\$310,646.00	\$147,341.00
Downtown Charter Academy	\$488,657.00	\$331,449.00	\$157,208.00
Oakland Charter High School	\$825,450.00	\$559,891.00	\$265,559.00
Richmond Charter Academy	\$511,276.00	\$346,791.00	\$164,485.00
Richmond Charter Academy- Benito Juarez	\$825,187.00	\$559,712.00	\$265,475.00
John Henry High School	\$643,779.00	\$436,666.00	\$207,113.00

Total AMPS Impact \$1,207,181



2023-24 LCFF Funding Entitlement & COLA

LCFF Funding Element	Estimated LCFF Amounts for 2023-24
Grade TK-3 Base	\$9,887
Grade K-3 Grade Span Adjustment	\$1,028 (10.4% of K-3 base)
TK Class Size Supplement	\$3,044 (per TK ADA)
Grade 4-6 Base	\$10,034
Grade 7-8 Base	\$10,334
Grade 9-12 Base	\$11,975
Grade 9-12 Grade Span Adjustment	\$311 (2.6% of 9-12 base)
Supplement per unduplicated Free or Reduced Priced Meal Eligible Pupil, English Learner, or Foster Youth	20% of average base and add-on funding per eligible ADA
Concentration Supplement per pupil above 55% of the lesser of total district or charter percent high need	65% of average base and add-on funding per eligible ADA above 55%
LCFF "Equity Multiplier" school-site supplement for underserved populations.	\$300M statewide, allocated per pupil at school sites with free meal eligibility of at least 90 percent for grades TK-8 and 85 percent for schools serving grades 9-12.

Cost of Living Adjustment (COLA)	
The education COLA for 2023-24 is 8.22%, which will apply to the LCFF and most non-LCFF categorical programs such as nutrition, mandate block grant, and the Charter School Facility Grant Program.	
Year	COLA (%)
2020-21	0.00
2021-22	5.07
2022-23	6.56
2023-24	8.22
2024-25	3.94

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HONOR HARD WORK

2023-24 Budget Highlights

- **One-time Funding:** LEAs reserved a portion of their one time revenue to expend in the 2023/24 fiscal year.
- **Increased in Salary bands** approximately 5-10%
- **Increase in Teachers Salaries** approximately 3-10% depending on current salary band level
- **Increase in Non-Teacher Salaries** approximately 4%
- **Common Area Maintenance** at 1450 and 1402 managed by AMPS beginning 7/1/23
- **Increase in SpEd Expenditures** due to SpEd count increases

AMPS

HONOR HARD WORK

2023-24 Budget Highlights (cont)

- Partial sublease of our former home office to **Platiza Schools**
- **Increased Insurance Renewal** rate due to the overall increase in premiums across California
- Investments in **Chief Operations Officer and Chief Academic Officer**
- **California Community School Partnership Program** grant year begins next month! This brings a new *Director of Data position and Director of Learning Systems and Design!*

2023-24 California Community School Partnership Program (CCSPP) Grant Revenue Schedule

Apportionments are dispersed annually in July beginning next month!

Site	Total Request	Year 1	Year 2	Year 3	Year 4	Year 5	Total
OCHS	\$1,425,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
JHHS	\$1,425,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
BJE	\$1,425,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$225,000.00	\$1,425,000.00
OCA	\$1,187,500.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
RCA	\$1,187,500.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
DCA	\$1,187,500.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$187,500.00	\$1,187,500.00
Total		\$1,650,000.00	\$1,650,000.00	\$1,650,000.00	\$1,650,000.00	\$1,237,500.00	\$7,837,500.00

AMPS

HONOR HARD WORK

2023-24 Enrollment Projections

We are expecting most sites to increase their enrollment over last year based on current enrollment applications and waitlists. Although we are projecting a slight increase, we are still at a lower enrollment level than previously.

School Site	Projected 2023/24 Enrollment	Projected 2023/24 ADA	Projected 2023/24 Unduplicated
DCA	300	253	212
OCA	245	194	212
OCHS	430	400	359
BJE	520	441	436
RCA	300	304	281
JHHS	350	330	277
	2145	1922	1777

AMPS

HONOR HARD WORK

2023-24 Budget Summary

We request the Board's approval for the FY 2023-24 budget.

<u>Revenue</u>	BJE	DCA	JHHS	OCA	OCHS	RCA	HOME	Total
LCFF Entitlement	5,953, 612	3,329,177	5,105,642	2,645,248	5,456,608	3944,496	0	20,481,171
Federal Revenue	896,671	485,798	515,926	768,283	1,274,477	630,238	0	4,571,393
Other State Revenues	2,001,058	1,388,962	1,143,067	1,059,658	1,335,155	1,297,723	0	8,225,623
Local Revenues	449,156	643,253	404,725	401,017	443,253	578,636	4,318,918	7,238,958
	9,300,497	5,847,190	7,169,360	4,874,206	8,509,493	6,451,093	4,318,918	46,470,757
<u>Expenses</u>								
Comp & Benefits	3,598,780	2,721,173	3,088,927	2,053,528	3,858,044	2,757,071	2,854,515	20,932,038
Books & Supplies	437,458	200,625	377,289	190,284	372,883	331,390	49,800	1,959,729
Services & Other Ops	4,948,677	3,013,772	3,595,688	2,546,488	4,118,914	3,318,867	1,543,667	23,086,073
Depreciation	170,890	10,076	60,653	25,346	27,500	43,326	0	337,791
	9,155,805	5,945,646	7,122,557	4,815,646	8,377,341	6,450,654	4,447,982	46,315,631
Surplus/(Deficit)	144,692	0	46,803	58,560	132,152	0	(129,065)	154,686

AMPS

HONOR HARD WORK

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Home Office Adopted Budgets for 23-24.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. [Adobe Reader](#):

BJE 2023-24 Adopted Budget Charter Alt Form .xls

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

RCA 2023-24 Adopted Budget Charter Alt Form (2).xls

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

JHHS 2023-24 Adopted Budget Charter Alt Form .xls

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

DCA Revised 23.24 Adopted Budget.xls

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

OCA Revised 23.24 Adopted Budget.xls

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

OCHS Revised 23.24 Adopted Budget.xls



2023-2024 Membership Proposal

Prepared for:

Amethod Public Schools

Coverage Effective:

July 01, 2023 at 12:01 AM - July 01, 2024 at 12:00 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004
www.chartersafe.org

Issued: June 09, 2023 at 11:43 am

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Marie,

CharterSAFE is pleased to present your membership renewal for the 2023-2024 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Dan Berry** at dberry@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

REQUIRED SIGNATURES:

To bind coverage, you must login to the CharterSAFE web portal at www.chartersafe.org and complete and sign the following:

1. Member renewal acceptance

We look forward to working with you in the 2023-2024 year!

Thank you,

The CharterSAFE Team

3249
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SELF
P,WC

MEMBER CONTRIBUTION SUMMARY

Amethod Public Schools

Coverage Effective: July 01, 2023 at 12:01 AM - July 01, 2024 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution

\$464,416.00

Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Childhood Sexual Assault Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime

Property

Student & Volunteer Accident

Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability
- Deadly Weapons Protection

Workers' Compensation & Employer's Liability Member Contribution

\$148,882.00

Total Member Contribution

\$613,298.00

Member can choose one of two payment options when accepting the proposal online

Payment in Full - \$613,298.00 Installment Plan

- Deposit (25%) - Due Now - \$153,325.00
- 9 Monthly Installments - \$51,108.00

Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the renewal acceptance.

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS**Mailing Address**

1450 Marina South Way
Richmond, CA 94804

Member contributions are calculated based on the following exposures:

Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
Amethod Public Schools 2101 Livingston St. Oakland, CA 94606	0	0	\$0.00
Amethod Public Schools 1450 Marina Way South Ste 300 Richmond, CA 94804	0	16	\$1,670,000.00
Benito Juarez Elementary 1450 Marina Way South Richmond, CA 94804	445	39	\$2,680,000.00
Downtown Charter Academy 2000 Dennison Street Oakland, CA 94606	285	35	\$2,220,000.00
John Henry High School 1402 Marina Way South Richmond, CA 94804	340	36	\$2,200,000.00
Oakland Charter Academy 4215 Foothill Blvd Oakland, CA 94601-2203	240	26	\$1,690,000.00
Oakland Charter High School 2430 & 2433 Coolidge Ave. Oakland, CA 94601	410	39	\$3,360,000.00
Richmond Charter Academy 1450 Marina South Way Richmond, CA 94804	280	25	\$1,620,000.00
Total:	2,000	216	\$15,440,000.00

Vehicles

Vehicle Type	Make	Model	Year	VIN
Van	Ford	Transit 150 SL		1FMZK1CM3KKA96330
Van	Ford	Transit 150 XL		1FMZK1CM7KKA96329
Van	Ford	Transit 150 XL		1FMZK1CM9KKA96333
Van	Ford	Transit 150 XL		1FMZK1CM7KKA96332
Van	Ford	Transit 150 SL		1FMZK1CM3KKA96330
Van	Ford	SV	2001	1FMNE31L81HB44833
Van	Ford	SW	2001	1FMNE31L11HB44835

Van	Ford	SW	2006	1FDNE31L86DA70005
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Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Amethod Public Schools 2101 Livingston St. Oakland, CA 94606	\$0.00	\$50,000.00	\$0.00	\$50,000.00
Amethod Public Schools 1450 Marina Way South Ste 300 Richmond, CA 94804	\$2,497,300.00	\$50,000.00	\$250,000.00	\$2,797,300.00
Benito Juarez Elementary 1450 Marina Way South Richmond, CA 94804	\$12,494,625.00	\$155,750.00	\$178,000.00	\$12,828,375.00
Downtown Charter Academy 2000 Dennison Street Oakland, CA 94606	\$11,000.00	\$99,750.00	\$114,000.00	\$224,750.00
John Henry High School 1402 Marina Way South Richmond, CA 94804	\$12,998,700.00	\$119,000.00	\$136,000.00	\$13,253,700.00
Oakland Charter Academy 4215 Foothill Blvd Oakland, CA 94601-2203	\$8,627,875.00	\$84,000.00	\$96,000.00	\$8,807,875.00
Oakland Charter High School 2430 & 2433 Coolidge Ave. Oakland, CA 94601	\$3,900,000.00	\$143,500.00	\$164,000.00	\$4,207,500.00
Richmond Charter Academy 1450 Marina South Way Richmond, CA 94804	\$12,438,725.00	\$98,000.00	\$112,000.00	\$12,648,725.00
Total:	\$52,968,225.00	\$800,000.00	\$1,050,000.00	\$54,818,225.00

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **\$55,000,000** Per Member Aggregate

Directors & Officers, Employment Practices, and Fiduciary Liability

Directors & Officers Liability Retroactive Date: **07/01/2013**
Employment Practices Liability Retroactive Date: **07/01/2013**
Fiduciary Liability Retroactive Date: **07/01/2013**

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	\$5,000,000 per claim and member aggregate	\$15,000.00 per claim
Employment Practices Liability	\$5,000,000 per claim and member aggregate	\$100,000.00 per claim
Fiduciary Liability	\$1,000,000 per claim and member aggregate	\$0

Reporting: Claims must be reported to CharterSAFE as soon as you are made aware of a claim and **not to exceed sixty (60) days after policy expiration**. Coverage is provided on a claims-made basis.

General Liability

Coverages	Limits	Deductibles
Bodily Injury and Property Damage	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
Premises Medical Payment	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$5,000,000 per occurrence and member aggregate	\$0
Fire Legal/Damage to Premises Rented Sublimit	\$1,000,000 per occurrence	\$0
*A list of <i>High-Risk Activities</i> is available at www.chartersafe.org or you may contact Dan Berry at dberry@chartersafe.org / (916) 880-3469.		

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	\$5,000,000 per occurrence and member aggregate	\$0

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
Special Education Program Legal Expense Coverage - Reimbursement Sublimit	\$50,000 per occurrence/ aggregate reimbursement sublimit \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$7,500 per occurrence

Childhood Sexual Assault Liability

Childhood Sexual Assault Liability Retroactive Date: **07/01/2021**

Coverages	Limits	Deductibles
Childhood Sexual Assault Liability	\$5,000,000 per claim and member aggregate	\$0 if school completes training mandate* \$100,000 if school does not complete training mandate*
Reporting:	Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	
*Training Mandate Childhood Sexual Assault Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is REQUIRED to be completed by 90% or more of staff no later than September 30th . If coverage begins after July 1, the training must be completed no later than ninety (90) days from when coverage begins. New employees are required to complete the training within six (6) weeks of employment.		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	\$5,000,000 per occurrence and member aggregate	\$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$5,000,000 per occurrence and member aggregate	\$0
Auto Physical Damage*	\$2,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
Limits:	\$50,000,000 per occurrence/ claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CharterSAFE is a single member of SELF, a not-for-profit scholastic JPA in California, for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different terms, conditions, and exclusions. You can access SELF JPA's information at www.selfjpa.org.

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities Forgery or Alteration Employee Dishonesty Computer and Funds Transfer Fraud	\$1,000,000 per occurrence and member aggregate	\$2,500 per occurrence

PROPERTY

Perils Include:

Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation:

Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of \$75,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence for all other covered perils Causes of Loss: 1. Water Damage: \$2,500 per occurrence 2. Wildfire: \$10,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of \$75,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence

PLEASE NOTE:

Renovation and construction projects valued over \$200,000 in hard and soft costs are not covered unless specifically endorsed onto the policy. If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Dan Berry** at dberry@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional member contribution would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Kiki Goldsmith** (kiki_goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$2,500 per injury/accident for <i>High-Risk Activities</i> *
Volunteer Accident	\$25,000 per injury/accident 104 Week benefit period	\$2,500 per injury/accident for <i>High-Risk Activities</i> *

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact **Dan Berry** at dberry@chartersafe.org / (916) 880-3469.

Terms & Conditions:

- Coverage is provided on an excess basis but would become primary should the student or volunteer not have health insurance.
- Claim submission deadline: Ninety (90) days after the date of incident.

**Optional Catastrophic
Student Accident Coverage:**

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Kiki Goldsmith
Client Service Executive
kiki_goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability and First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	\$1,000,000 per pollution condition or indoor environmental condition and aggregate \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per pollution condition

Reporting:

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.

Coverage is provided on a claims-made basis.

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

Reporting:

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.

Coverage is provided on a claims-made basis.

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence See "Exposures & Locations" section for schedule limits	\$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	\$1,000,000 per claim \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per claim
Ransomware Sublimits (inclusive with Cyber Liability Coverages)	Qualification Level 1 \$1,000,000 ransom payment sublimit* \$1,000,000 ransomware limit Qualification Level 2 \$250,000 ransom payment sublimit* \$1,000,000 ransomware limit Qualification Level 3 \$50,000 ransom payment sublimit* \$250,000 ransomware limit	

Reporting:

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.

Coverage is provided on a claims-made basis.

***Requirement for Coverage to be in effect:**

Qualification Level 1 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials; (3) implemented an EDR tool or MDR service.

Qualification Level 2 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials.

Qualification Level 3 - Members who did not submit a cyber application and/or do not meet the security requirements.

Deadly Weapons Protection

Coverages	Limits	Deductibles
Deadly Weapons Protection	\$500,000 per occurrence of a Deadly Weapon Event \$2,500,000 CharterSAFE Members' Combined Annual Aggregate	\$0

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

Coversheet

Chief Executive Officer Report

Section:	IV. Discussion
Item:	A. Chief Executive Officer Report
Purpose:	Discuss
Submitted by:	
Related Material:	Sophia Chen - Progress Pics_ An Old Shoe_ Final.pdf

Meant For The Bottom

There are far more men than women that rule over the fashion industry. Women are getting stepped on by men and they are burning up inside. They are tied down and have visible stitches all over. They are at the bottom just like how jeans and shoes are worn under tops. This design is scandalous which shows the nature of cat calling which questions why more men are running the fashion industry than women. This idea is like a disease spreading shown by hidden green flowers inside the pocket.



Experimenting how the shoe parts
would fit as a top



Attaching pieces together with hot
glue and fabric glue





Using the shoes sole as a template. Using denim scraps I had at home for the fabric.



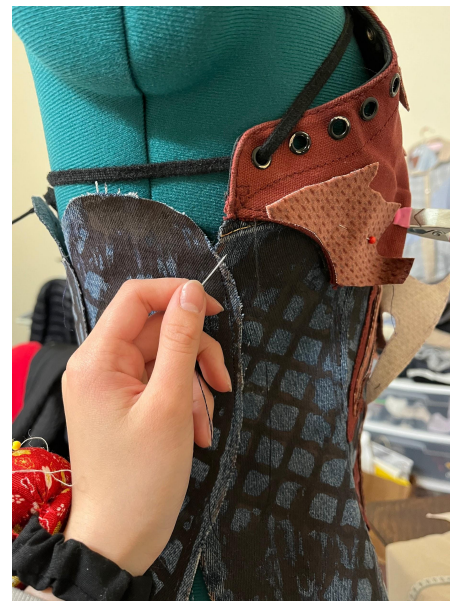
Using the soles bottom and acrylic paint to make footprints.



Making fabric flowers by hand sewing.



Pinning and machine sewing the pieces together.



Hand sewing some tough areas that couldn't be machine sewed.

RESULT

