



Amethod Public Schools

Regular Meeting of the AMPS Board of Directors

Published on April 12, 2024 at 12:06 PM PDT

Amended on April 13, 2024 at 8:30 AM PDT

Date and Time

Wednesday April 17, 2024 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- 2365 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		2 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		6:11 PM
A.	Approval of 03/27/2024 Regular Board Meeting Minutes	Approve Minutes	2 m
B.	Approval of Measure Ed Contract	Vote	2 m
C.	Approval of Revised Uniform Complaint Policy and Procedure Policy (UCP)- 2024	Vote	2 m

	Purpose	Presenter	Time
D. Approval of Revised Suicide Prevention Policy- 2024	Vote		2 m
E. Approval of Special Education Policy- 2024	Vote		2 m
F. Approval of Revised Family Educational Rights and Privacy Act Policy (FERPA)- 2024	Vote		2 m
G. Approval of Revised Education for Homeless Children and Youth Policy- 2024	Vote		2 m
H. Approval of Revised Education for Foster and Mobile Youth Policy- 2024	Vote		2 m
I. Approval of Revised Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy- 2024	Vote		2 m
J. Approval of Revised Search and Seizure Policy- 2024	Vote		2 m
K. Approval of Revised Nondiscrimination Statement- 2024	Vote		2 m
L. Approval of Revised Visitation and Volunteer Policy- 2024	Vote		2 m
M. Approval of Revised Independent Studies Policy AB 130 Compliant- 2024	Vote		2 m
N. Approval of Revised Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education- 2024	Vote		2 m
III. Business			6:39 PM
A. Approval of Valencia Brothers Contract	Vote	David Pearson	5 m
B. Approval of Chief Academic Officer	Vote	Sylvia Flores	5 m
C. Approval of Business Management Services Contract; Charter Impact	Vote	Sylvia Flores	5 m
D. Approval of Establishment of Finance Committee	Vote		5 m

	Purpose	Presenter	Time
E. Approval of Establishment of Audit Committee	Vote		5 m
F. Appointment of Board Members to Finance Committee	Vote		5 m
G. Appointment of Board Members to Audit Committee	Vote		5 m
IV. Discussion			7:14 PM
A. Interim CEO Report	FYI	Sylvia Flores	10 m
Topics discussed during this report will include Enrollment, Staffing, Data, and Annual Spring Site Visits.			
V. Closed Session			7:24 PM
A. ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9: (3 Cases)	Discuss		45 m
VI. Closing Items			8:09 PM
A. Adjourn Meeting	FYI	Gilbert Lopez Jr.	1 m

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Coversheet

Approval of 03/27/2024 Regular Board Meeting Minutes

Section: II. Consent
Item: A. Approval of 03/27/2024 Regular Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Regular Meeting of the AMPS Board of Directors on March 27, 2024

APPROVED



Amethod Public Schools

Minutes

Regular Meeting of the AMPS Board of Directors

Date and Time

Wednesday March 27, 2024 at 6:00 PM

Location

1450 Marina Way South, Richmond, CA 94804

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Directors Present

A. Emmanuelli, E. Gallegos, E. Quiroz, G. Lopez Jr.

Directors Absent

None

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 Mar 27, 2024 at 6:01 PM.

B. Record Attendance

C. Announcements

No announcements were made.

D. Public Comments on Non-Agenda Items

No public comments were made.

II. Consent

A. Approval of 02/21/2024 Regular Board Meeting Minutes

A. Emmanuelli made a motion to approve the minutes from Regular Meeting of the AMPS Board of Directors on 02-21-24.

E. Gallegos seconded the motion.

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

Roll Call

G. Lopez Jr. Aye

E. Gallegos Aye

A. Emmanuelli Aye

E. Quiroz Aye

B. Approval of Updated AMPS Organization Chart

A. Emmanuelli made a motion to approve Updated AMPS Organization Chart.

E. Gallegos seconded the motion.

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

Roll Call

E. Gallegos Aye

A. Emmanuelli Aye

E. Quiroz Aye

G. Lopez Jr. Aye

C. Approval of Printer Lease Agreement with Konica Minolta

A. Emmanuelli made a motion to approve Printer Lease Agreement with Konica Minolta.

E. Gallegos seconded the motion.

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

Roll Call

E. Quiroz Aye

E. Gallegos Aye

G. Lopez Jr. Aye

A. Emmanuelli Aye

D. Approval of Updated Finance Handbook

A. Emmanuelli made a motion to approve Updated Finance Handbook.

E. Gallegos seconded the motion.

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

Roll Call

A. Emmanuelli Aye

E. Gallegos Aye

E. Quiroz Aye

G. Lopez Jr. Aye

III. Business

A.

Approval of 2nd Interim Financial Reports

E. Quiroz made a motion to approve 2nd Interim Financial Reports.

E. Gallegos seconded the motion.

Michele Powell, Budget Manager presents the 2nd Interim Financial Report. She shares the certifications and the budget goals, the reporting calendar, and the deadlines for each action item. She shares the recap of the 2nd Interim, the 1st Interim, and the variances it presents. Reserves are now calculated to meet a 5% threshold at all sites.

Board Member Elisa asks what steps are taken to ensure schools are aligned with the budget.

Michele says by maintaining expenditures to align with the budget that is already developed, regular monitoring of expenses, and sharing it with the site level to ensure we are fiscally sound.

Board Member Edgar asks if submitting the budget late to our authorizer will affect the school.

Michele identifies this as an area that needs to be adjusted by setting board meetings on dates where budgets can be submitted to our authorizers on time.

Board Member Andres asks what employee retention strategies are being implemented to ensure we are retaining staff.

Michele says by maintaining a positive working environment, providing support to teachers, offering COLA increases, and informing site leaders on where resources are coming from and how to effectively spend funding.

Board Member Andres shares that there needs to be a process in the budget from the bottom to the top. During meetings, there needs to be an emphasis on need and want to ensure every dollar is going to the students.

Board Chair Gilbert ask, what does the budget meeting look like with the school sites?

Michele says they are 1-hour meetings bi-weekly or monthly with school sites.

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

Roll Call

E. Gallegos Aye

A. Emmanuelli Aye

G. Lopez Jr. Aye

E. Quiroz Aye

B. Approval of Auditor Selection for 2024-2025

E. Gallegos made a motion to approve of Auditor Selection-Christy White for 2024-2025.

A. Emmanuelli seconded the motion.

Michele says the finance team reviewed 30 auditors and is presenting the final 3; BakerTilly, CLA, and Christy White to the board. She shares the cost analysis, delinquency rates, and how much Amethod Public Schools spent this past year. Michele says, based on the 3 auditors presented, she recommends Christy White for board approval.

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

Roll Call

E. Gallegos Aye

E. Quiroz Aye

A. Emmanuelli Aye

G. Lopez Jr. Aye

IV. Discussion

A. Mid Year Local Control and Accountability Plan (LCAP) Update- Richmond Charter Academy

Site Director, Michelle Coleman presents Mid Year Local Control and Accountability Plan Update for Richmond Charter Academy. Shares the goals and action plans implemented to ensure college and career readiness, a positive school climate, parent support and engagement, and increased student access to technology.

Board Chair Gilbert asks what Kickboard entails.

Ms. Coleman says Kickboard is a platform that the school uses to incentivize the students.

Board Member Andres asks if there are restorative justice practices and school counseling provided to students before a student is suspended.

Ms. Coleman says the suspension rate is very low and the school is proactive with restorative justice practices. She says students are given a chance to improve their behavior and are taught how their actions affect others. She shares that there has been a recent departure of their school counselor but, there is still counseling available to students by staff.

Board Member Andres asks if we incentivize teachers to meet with parents.

Ms. Coleman says there have been 2 parent teacher conferences, and the school also sends out an update once a week to parents. There have been major improvements in communication between teachers and parents.

Board Member Elisa asks if strategies are implemented or if there is training for parents on how to use ParentSquare and Powerschool platforms.

Ms. Coleman says there is orientation and training at the beginning of the school year to train and support parents on how to use the platforms. There are parents who actively attend monthly FST meetings and Coffee with the Parents meetings. ParentSquare offers a portal to view parent and teacher activity.

B. Interim CEO Report

Interim CEO, Sylvia Flores presents her report and shares an update on the Innovare Dashboard building process. She says by the next board meeting, the dashboard will be ready and available for the board members to view data and monitor progress. She says all schools currently have middle tier status for charter renewals and all schools are aiming for high tier status. If schools are given the high tier, that means the schools' charter will automatically be renewed for another 5 years. She shares that the charter petitions are in progress and will be ready for submission in July/ August. John Henry High School completed their site visit in February and Oakland Charter Academy had their Spring Site Visits last week. Ms. Flores highlights that Downtown Charter Academy was recognized and named A California Distinguished School for 2024. Oakland Charter High School was recognized by Families in Action for Raise the Bar Awards. Ms. Flores provides an update on recruitment, enrollment numbers, filling vacancies, subleasing Livingston space, and introduces Mary Busby, the new Director of Special Education. She shares the team is looking into offering retention bonuses for teachers and the active hiring of a Chief Academic Officer, External Affairs Coordinator, and Youth Engagement Coordinator.

Board Vice Chair Edgar asks who issues the tier status.

Ms. Flores says the California Department of Education issues them. She shares that Downtown Charter Academy is close to high tier. Oakland Charter Academy and Oakland Charter High School are heading in the right direction. She says Home Office is working with the county to improve Richmond Charter Academy and John Henry High School's tier status and it has been trending in the right direction.

Board Member Andres asks what the board can do to support the schools.

Ms. Flores says the board can help with strengthening partnerships within the community, networking, and offering support and internships to students.

V. Open Session

A. Conflict of Interest Training for Board Members

Board Chair Gilbert announces the board will take a 5 minute break and will resume for open session at 7:30pm.

The board reconvenes from break at 7:34pm.

Paul Minney from Young, Minney and Corr begins his Conflict of Interest Training. He covers AB 2158 Ethic's Laws, Fair Political Practices Commission, and reporting of Financial Interests. He shares elements surrounding Government Code Section 1090 and violations, Political Reform Act, Form 700 Statements of Economic Interest, and Common Law on Conflicts of Interest.

B. Public Comments on Sylvia Flores' Interim CEO Selection and Contract

No public comments were made.

VI. Closed Session

A. Employee Evaluation

The board reconvenes from closed session at 10:01pm and there are no reportable actions.

B. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

No reportable actions.

C. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

No reportable actions.

VII. 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 10:02 PM.

Respectfully Submitted,
G. Lopez Jr.

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Coversheet

Approval of Measure Ed Contract

Section:	II. Consent
Item:	B. Approval of Measure Ed Contract
Purpose:	Vote
Submitted by:	
Related Material:	AMPS Measure Ed Contract 2024.pdf



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement"), dated as of **July 1, 2024** (the "Effective Date"), is between Measure Education Inc. ("Measure Education"), EIN 81-4622301, and **Amethod Public Schools** with offices at **1450 Marina Way South, Suite #300, Richmond, CA 94804** ("Client"), each individually referred to as a "Party" and collectively referred to as the "Parties." The parties previously executed Consulting Services Agreement(s), the latest Consulting Services Agreement is dated July 1, 2023 ("Previous Consulting Services Agreement"). This Consulting Services Agreement dated July 1, 2024, shall amend, replace and supersede the Previous Consulting Services Agreement in its entirety.

1. Scope of Agreement and Services

(a) This Agreement describes the process by which Client engages Measure Education to perform consulting services, and sets out the terms and conditions applicable to those services. Client may procure services under this Agreement for itself and for its affiliates that Client binds to this Agreement by its signature (collectively, the "Affiliates").

(b) Measure Education shall perform such services (the "Services") as agreed in one or more statements of work issued under this Agreement, a form of which is attached and incorporated herein as Exhibit A ("Statement of Work"). Each Statement of Work shall describe the Services to be performed, the expected schedule for performance, the amounts that Client shall pay for those Services, and any other relevant information. This Agreement does not obligate either Party to enter into any Statement of Work and does not create an exclusive arrangement between the Parties. If there is a conflict between the Agreement and the Statement of Work, the Statement of Work shall prevail. If Measure Education commenced Services prior to execution of this Agreement or a particular Statement of Work, the terms of this Agreement and relevant Statement of Work shall govern such Services.

(c) Measure Education and Client recognize that Measure Education's Services may include working on various projects for Client outside of the Statement of Work. Measure Education shall obtain Client's approval prior to the commencement of a new project and the Parties shall agree to a new and/or amended Statement of Work for such new project. Other than the Services set forth in Statement of Work(s), Measure Education is not responsible for any other services, unless mutually agreed to in writing.

2. Deliverables and Performance of Services

(a) Measure Education shall determine the manner, location, and specific hours for performance of the Services, subject to the limits specified in this Agreement. Measure Education shall coordinate with Client's designee regarding the performance of the Services.

(b) Client shall own all written material that is prepared for and delivered to it under this Agreement ("Deliverables"), except as follows: Measure Education shall own its working papers, preexisting materials and software, as well as any general skills, know-how, trade secrets, processes, or other intellectual property (including a non-Client specific version of any Deliverables, proprietary software, etc.) which may be discovered or created by Measure Education as a result of providing Services ("Measure Education Materials"). Client has a nonexclusive, non-transferable license to use any Measure Education Materials included in the Deliverables for Client's own internal use of those Deliverables.

(c) Measure Education is providing the Services and Deliverables solely for Client's internal use and benefit. The Services and Deliverables are not for a third party's use, benefit or reliance and Measure Education disclaims any contractual or other responsibility or duty of care to others based upon the Services or Deliverables.



3. Client Responsibilities. Client acknowledges that by providing the Services, Measure Education performs an advisory and task-related function, and therefore provides the Services at the direction of Client. Client is responsible for all management functions and decisions relating to the Services.

In order to provide the Services, Measure Education relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with Measure Education. Client shall provide reasonable support services, including providing adequate and timely documentation and information required in order to allow Measure Education to provide the Services. Measure Education shall not be responsible for any missed deadlines if Client and/or Client's employees, agents, or contractors fails to timely provide necessary information and materials to Measure Education.

Client shall immediately inform Measure Education of any material change in Client's operations that might impact Measure Education's ability to provide the Services under this Agreement. Client also is solely responsible for the results achieved from using the Services or Deliverables. Client shall designate a competent member of Client's management to oversee the Services.

4. Fees, Expenses and Payment. Client shall pay the amounts described in the Statement(s) of Work for the Services. Measure Education shall invoice Client on a regular basis, and Client shall pay each invoice within thirty (30) days after the invoice date or incur a late fee of 1.5% of the outstanding balance for each 30-day period overdue. Notwithstanding any other provision herein, Measure Education may promptly terminate the Agreement if Client has an unpaid invoice that is outstanding for more than thirty (30) days.

5. Confidentiality and Protection of Data. "Confidential Information" means non-public information marked "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature, provided by a Party or on its behalf. Confidential information may include but is not limited to trade secrets, policies, procedures student records, intellectual property, business or strategic plans, contractual agreements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party. Each Party shall protect the confidentiality of Confidential Information that it receives and, neither Party shall use or disclose any Confidential Information for any purpose other than to perform this Agreement or as required by applicable law, statute, rule, regulation or professional standard, without the other Party's prior consent. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other Party to seek a restraining order or other appropriate relief. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Notwithstanding and in addition to the paragraph above, the Parties agree to the following terms related to the protection of Client's education records.

The Client acknowledges that they have reviewed the Measure Education Privacy Policy located at <http://www.measureed.com/privacy/>, which applies to the Client's use of Measure Education's Services.



Client and Measure Education acknowledge and agree that pursuant to the Family Educational Rights and Privacy Act (“FERPA”) and applicable state law, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of “personally identifiable information” in student “education records”, as those terms are defined by FERPA (referred to herein as “Student Records”). The Parties acknowledge that the Client at all times retains ownership of Student Records and that each party must perform its obligations under this agreement in compliance with FERPA. Measure Education shall use Student Records only for those purposes required or permitted by this agreement.

Client acknowledges and agrees Measure Education, its agents, employees, and contractors, can access Student Records without parental consent as a “school official” under FERPA because Measure Education is performing an institutional services or function for which the Client would otherwise use its employees to perform, is under the direct control of the Client with respect to the use and maintenance of Student Records, and is subject to FERPA’s redisclosure requirements. Further, Measure Education has a legitimate educational interest in accessing Student Records to provide the Services set forth herein.

Client agrees to distribute its Annual Notification of FERPA Rights in compliance with FERPA (34 CFR § 99.7). Client shall ensure its Annual Notification of FERPA Rights defines “school official” so that it includes Measure Education, its employees, agents, and contractors who are responsible for providing the institutional services set forth herein.

Measure Education will maintain and enforce commercially reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Client’s student records and other sensitive information.

6. Term and Termination. This Agreement is effective as of the Effective Date stated above. The term of this Agreement shall be from the Effective Date until **June 30, 2025** (the “Initial Term”). This Agreement shall automatically renew for consecutive additional one (1) year terms unless either Party provides written notice of non-renewal to the other at least thirty (30) days prior to the expiration of the then-current term (each, a “Renewal Term”). The Initial Term and any Renewal Term(s) are referred to as the Term.

Either Party may terminate this Agreement or any Statement of Work without penalty with thirty (30) days’ written notice to the other Party. Upon any termination under this section, Client shall pay Measure Education for all services rendered by Measure Education prior to the effective date of termination.

Any provisions of this Agreement that should be reasonably intended to survive its termination or expiration shall do so.

7. Limitations of Liability. Measure Education’s aggregate liability for all claims, losses, liability or damages in connection with this Agreement or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Measure Education by the Client for the particular Service giving rise to the liability under the relevant Statement of Work under this Agreement. In addition, Measure Education shall not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, Measure Education shall have no liability to Client arising from or relating to any third-party hardware, software, information or materials selected or supplied by Client.

8. Disclaimer of Warranties. ANY SERVICES AND SPREADSHEETS, ELECTRONIC MATERIALS, SOFTWARE TOOLS, DELIVERABLES, OR OTHER MATERIALS THAT MEASURE EDUCATION PROVIDES TO CLIENT ARE PROVIDED ON AN “AS IS” and “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON- INFRINGEMENT. Measure Education shall not be responsible for results obtained by anyone other than Measure Education from the access, distribution, or use of such Deliverables and materials.



9. Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

10. Relationship of Parties. The Parties understand that Measure Education is an independent contractor with respect to Client. Client shall not provide fringe benefits, including health insurance benefits, paid vacation, workers' compensation coverage, or any other employee benefit, for Measure Education's benefit. The Parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established herein.

11. Governing Law. This Agreement and any dispute relating to the Services shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California (United States of America), without giving effect to any provisions that would require the laws of another jurisdiction to apply. Measure Education and Client agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Each party agrees to equally split the costs of the arbitration. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in San Francisco, California (United States of America). The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law. With the mutual written consent of the parties, the parties may waive the arbitration requirement herein and pursue other methods of dispute resolution (e.g., mediation).

12. Indemnification. Each Party (an "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party (an "Indemnified Party"), and their employees, officers, directors, and agents, from and against any liability, loss, claims, demands, damages, expenses, lawsuits, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of the Indemnifying Party's duties under this Agreement and/or negligence or willful misconduct of the Indemnifying Party, including that of its employees, officers, directors, and agents. In no event shall an Indemnifying Party be required to defend, indemnify or hold harmless an Indemnified Party for the Indemnified Party's sole negligence or willful misconduct. This term shall survive the termination of the Agreement.

13. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, fire, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Measure Education), provided that the delayed Party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

14. Notice. All notices, requests, offers or demands or other communications (each, a "Notice") given to or by the Parties under this Agreement and each Statement of Work shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the Party to whom Notice is to be given, by electronic mail at the address below, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below, or such other address for such Party as shall be specified in a Notice given in accordance with this Section:



For Measure Education:

Measure Education
Attn: Curtis Loo
4 W 4th Ave, STE 431
San Mateo, CA 94402
Email: cloo@measureed.com

For Client:

Amethod Public Schools
Attn: Sylvia Flores
1450 Marina Way South
Suite #300
Richmond, CA 94804
Email: sflores@amethodschools.org

15. Additional Terms. No Party to this Agreement may assign or transfer this Agreement, or any rights, obligations, claims or proceeds from claims arising under it, without prior written consent of the other Party, and any attempted assignment without such consent shall be void and invalid. Measure Education may use Client's name and logo in experience citations and recruiting materials. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall be enforced to the extent permitted by law. This Agreement, including the executed Statement of Works attached and incorporated hereto, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. Paragraph headings are for reference only and will not be considered as parts of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed copy or electronic (e.g., .pdf) copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

Measure Education Inc.

Amethod Public Schools

By: _____

By: _____

Name: Curtis Loo

Name: _____

Title: President

Title: _____

Date: _____

Date: _____



EXHIBIT A

STATEMENT OF WORK: 2024-07-01

This Statement of Work is governed by and subject to the provisions of the Consulting Services Agreement dated **July 1, 2024** (the "Agreement"), the terms of which are incorporated herein, between **Amethod Public Schools** ("Client") and **Measure Education Inc.** ("Measure Education"). The parties previously executed Statement of Work(s), the latest Statement of Work is dated July 1, 2023 ("Previous Statement of Work"). This Statement of Work, dated July 1, 2024, shall amend, replace and supersede the Previous Statement of Work in its entirety. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this Statement of Work and not otherwise defined shall have the same meaning as in the Agreement. If there is a conflict between the Agreement and the Statement of Work, this Statement of Work shall prevail.

1.0 SCOPE OF SERVICES

Measure Education offers a wide range of support services for schools. The following services ("Services") shall be provided by Measure Education to Client pursuant to the terms of the Agreement and this Statement of Work:

Definition of Schools in Scope

- Measure Education will be providing services for the following:
 - Oakland Charter Academy (CDS Code 01612596111660)
 - Downtown Charter Academy (CDS Code 01612590129635)
 - Oakland Charter High School (CDS Code 01612590114868)
 - Richmond Charter Academy (CDS Code 07617960126805)
 - Richmond Charter Elementary-Benito Juarez (CDS Code 07617960129643)
 - John Henry High School (CDS Code 07773540132233)

Consultant Support

- Main Point of Contact
 - Measure Education will assign a main point of contact who will serve as Client's primary contact with Measure Education. If that point of contact is unavailable or cannot answer your question in a timely manner, Measure Education leadership's will ensure that Client's questions are answered.
 - Measure Education limits access to Client data to individuals that require access to perform job functions and Services for Client. This may include the Client's primary contact and other Measure Education employees tasked to support Client. In cases where Measure Education requires additional access accounts to Client Information Systems, Measure Education will notify the Client.
- Helpdesk
 - Phone and Email support is officially available from 10 AM to 4 PM (Pacific Time Zone), Monday through Friday, except when Measure Education is closed due to federal or state holidays. Client-site contacts who can utilize this service can include Client leadership responsible for data management related areas within scope of this Statement of Work.

PowerSchool Student Information System Support

- Solution Document
 - Measure Education will document and maintain the overall Technical Solution of the Student Information System ("SIS") in a single, comprehensive document ("Solution Document").
 - Measure Education needs Client's relevant policies in order to create the Solution Document for the current/upcoming year. Client will provide all relevant policies to Measure Education **at least five weeks before the final day of the previous school year**. Relevant policies may include but are not limited to:
 - Grading
 - Grading Terms



- Credit Assignment
 - End of Term Process
 - GPA
 - Honor Roll
 - Gradebook
 - Grade Scales
 - Standards
 - Reports
- Scheduling
 - Scheduling Timeline
 - Scheduling Terms
 - Periods
 - Bell Schedules
 - Days
 - Courses
 - Sections
 - Calendar Days
 - Calendar Patterns
- Attendance
 - Preferences
 - Full Time Equivalency (FTE)
 - Attendance Conversion
 - Attendance Codes
 - Truancy
 - Reports
 - Dashboards
- Compliance
 - State/Local Reporting
 - Federal Reporting
- Other Setup
 - Graduation Planner
 - Graduation Sets
 - Parent/Student Portal
 - Security: Groups
 - Security: Users by Group
 - Substitute Setup
 - Third-Party Integrations
 - Discipline
 - Special Education
 - English Language Acquisition
 - Independent Study
 - Student Enrollment
 - Scheduled Test Score Imports
- Client agrees that Measure Education's ability to successfully create the Solution Document depends on these relevant policies. If Client wants to change these policies after they have been provided to Measure Education, Client shall provide as much written notice as possible to Measure Education. Measure Education's ability to perform the Services is impaired if Client changes these policies after submission. Measure Education shall not be responsible for missing deadlines related to the Solution Document or other related Services if Client changes these or similar policies after they have been submitted to Measure Education.
- End of Year Processes
 - Master Calendar Setup

- Page 8 of 14



- For grades that require a process of grade storage, Measure Education will perform the end of term grade storage process in the SIS for specified grade storage terms.
 - Client will identify the grade storage dates and parameters **at least five weeks before the final day of the previous school year.**
 - Client will confirm that the data in the SIS is ready to undergo the process of grade storage **at least 24 hours before storage.**
 - Report Cards
 - Measure Education will review Report Cards for Client and make up to three hours of programming changes to the SIS in the Object Reporting system before the end of the first reporting term.
 - Client will request specific changes for the current/upcoming school year's report card **at least one week before the final day of the previous school year.**
 - Non-Supported Customizations, Third-Party Integrations and Processes
 - Client agrees that support of products or services outside of the scope of the included functionality of PowerSchool SIS is limited to integration when an integration is provided by the vendor.
 - Client agrees that support with admissions and registration processes is limited to staff training, technical configuration, and advisory.
 - Client agrees that support for the PowerScheduler functionality of the PowerSchool SIS is out of the scope of this Statement of Work.

Compliance Support

- Compliance Support - California
 - California Longitudinal Pupil Achievement Data System ("CALPADS")
 - Student Enrollment Maintenance
 - Measure Education will provide regular uploads of student information associated with school enrollment to the CALPADS system and will send a report of anomalies or errors to Client for resolution.
 - Client will communicate all resolution actions to Measure Education associated with enrollment anomalies or errors **within one week of receiving the report from Measure Education.**
 - Client will provide Measure Education with a school administrator account to CALPADS **upon the signing of this Statement of Work.**
 - State Testing Support
 - During specified testing dates, Measure Education will upload complete and accurate data provided by Client in the SIS to State-Provided databases within 24 hours of request.
 - Client will provide test names, dates and required fields to Measure Education **at least five weeks before the start of the testing period.**
 - Direct Certification Extraction
 - Measure Education will provide a report to Client that contains the direct certification results from the CALPADS system. The schedule of this report will be based on the availability of this report from the State.
 - Data Submissions
 - Fall 1
 - Measure Education will upload CALPADS Fall 1 related files from Client's SIS to the CALPADS system.
 - Client will confirm that student data in the SIS is complete and accurate **on the CALPADS census day.**
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by



- Measure Education) and the deadline published by the California Department of Education.
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
- Fall 2
 - Measure Education will upload CALPADS Fall 2 related files from Client's SIS to the CALPADS system.
 - Client will confirm that staff and course data in the SIS is complete and accurate **on the CALPADS census day.**
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
- End of Year
 - Measure Education will upload CALPADS End of Year related files from Client's SIS to the CALPADS system.
 - Client will confirm that student data in the SIS is complete and accurate **within one week of the final day of the current school year.**
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
- Review and Certification
 - Measure Education will review the uploaded files with school leadership for Client's certification.
 - Client will meet with Measure Education to review and certify the school data **within one week of a request.**
 - Measure Education is not responsible for the accuracy of data within the Student Information System or timely certification by Client.
- Special Education Data
 - Measure Education is not responsible for the management of or timely submission of CALPADS data from the Special Education Data System ("SEDS").
 - Client will communicate all resolution actions for Special Education Data to Measure Education associated with data anomalies or errors **within one week of receiving an error report from Measure Education.**



- Client will provide Measure Education with the name of the responsible contact for the SEDS **upon the signing of this Statement of Work.**
- Client will provide Measure Education with the name of the responsible contact for the management of Special Education data **upon the signing of this Statement of Work.**
- Data Review
 - During the submission window, Measure Education will download and restructure aggregate and detailed reports from CALPADS for ease of review and communication to Client leadership related to CALPADS submissions.
 - Client will agree to upload and post a complete set of required data files to CALPADS **at least 30 days before the end of the submission window.**
 - Measure Education will facilitate regular CALPADS data review meetings with relevant Client staff to help ensure the accuracy of data reported before certification.
 - Client will meet with Measure Education to review or certify school data **within one week of a request.**
- CA School Dashboard Data Support
 - Measure Education will provide phone and email support for CALPADS data sets if used for the CA School Dashboard.

System Access

- Upon the execution of this Statement of Work, it is Client's responsibility to provide Measure Education administrative access to any data systems that Measure Education needs in order to complete the Services. This will also include access to any direct contact support services that may be offered by these data systems.

Unauthorized Changes to SIS

- Measure Education provides services that depend on the consistent operation of the Student Information System. Client agrees to consult with Measure Education before making any changes to the Student Information System that will have a material impact on Measure Education services. In the event that issues arise from Client's changes made to the SIS without consultation with Measure Education, the Parties agree Measure Education shall not be responsible for issues stemming from these unauthorized changes. Further, Client agrees Measure Education may not be able to resolve issues caused by unauthorized modifications without an additional statement of work.



2.0 TIMING AND DURATION

2.1 Timing

Timing for future projects shall vary and shall be agreed upon by the Parties based upon particular objectives and deliverables.

2.2 Duration

The Statement of Work is effective upon execution and shall then be coterminous with the Agreement. The term of this Statement of Work shall renew and/or terminate consistent with Section 7 of the Agreement.

3.0 FEES AND PAYMENT

3.1 Professional Fees

For Services listed in this Statement of Work, a fee will be charged on a monthly basis for work performed. This monthly fee shall be invoiced on the 1st of each calendar month for the amount of **\$9,803.88** (U.S. Dollars) with the first invoice sent on **August 1, 2024**.

On-site services are not part of the Services set forth above and, if requested by Client, will be billed at a daily rate of **\$2,500.00** (U.S. Dollars), which includes reasonable travel, lodging, food, and other expenses.

For additional services outside the scope of the Services set forth above or otherwise agreed to by the Parties, the hourly rate for services provided by Measure Education during our weekday business hours (10:00A.M. to 4:00 P.M. Pacific Time Zone) will be **\$200.00** (U.S. Dollars) and invoiced on a monthly schedule. For services requested that require work during out-of-business hours and the weekend, the hourly rate will be **\$400.00** (U.S. Dollars).

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Client's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

Notwithstanding any other provision in any Statement of Work or the Agreement, Measure Education may revise the monthly fee and other fees set forth in this section on an annual basis for the subsequent term with written notice. Measure Education will not change the fees mid-term, except with the mutual written consent of the Parties. Measure Education will provide written notice to the Client of fee changes at least thirty (30) days before the effective date of the fee change. The Parties agree that they do not need to execute a new Statement of Work or other written instrument in order for Measure Education to effectuate a change in fees pursuant to this section for subsequent terms.

3.2 Payment Terms

Consistent with the terms of the Agreement, payment shall be made within thirty (30) days of receipt of invoice, by check to the order of Measure Education Inc., and sent to:

MEASURE EDUCATION INC.
4 W 4TH AVE, STE 431
SAN MATEO, CA 94402



Measure Education may also allow Client to make Automated Clearing House (ACH) payments or other means of electronic payment. Client will be responsible for paying any fees associated with electronic payment processing.

This Statement of Work may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed copy or electronic (e.g., .pdf) copy of the fully executed original version of this Statement of Work shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, each of the Parties has caused this Statement of Work to be executed on its behalf by its duly authorized representative as of the date first above written.

Measure Education Inc.

Amethod Public Schools

By: _____

By: _____

Name: Curtis Loo

Name: _____

Title: President

Title: _____

Date: _____

Date: _____



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MEASURE EDUCATION INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 4 W 4TH AVE, STE 431	Requester's name and address (optional)
6 City, state, and ZIP code SAN MATEO, CA 94402	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	1	-	4	6	2	2	3	0	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Coversheet

Approval of Revised Uniform Complaint Policy and Procedure Policy (UCP)- 2024

Section:	II. Consent
Item:	C. Approval of Revised Uniform Complaint Policy and Procedure Policy
(UCP)- 2024	
Purpose:	Vote
Submitted by:	
Related Material:	Redlined UCP Policy -2024 (4872-2937-5921.v1).docx - Google Docs.pdf UCP Policy -2024 (4872-2937-5921.v1).docx.pdf



HONOR HARD WORK

UNIFORM COMPLAINT POLICY AND PROCEDURE

Board Policy Number: 1051

Adopted/Ratified: July 20, 2020

Revised: ~~November 17, 2022~~ [INSERT]

Amethod Public Schools (“AMPS”) complies with applicable federal and state laws and regulations. AMPS is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.

Scope

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

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any AMPS program or activity. **Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).**
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education Programs;
 - Career Technical and Technical Education and Training Programs
 - Child Care and Development Programs;
 - Migrant Child Education Programs;
 - Consolidated Categorical Aid;
 - Education or graduation of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Every Student Succeeds Act;
 - Regional Occupational Centers and Programs School Safety Plans.
- (3) Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
 - b. “Pupil fee” means a fee, deposit or other charge imposed on students, or a student’s parents/guardians,



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amethodschools.org

in violation of Education Code section 49011 and Section 5 of Article IX of the California

Amethod Public Schools

Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
 - c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
 - d. If AMPS finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, AMPS shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by AMPS to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
 - e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or AMPS and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.
- (4) Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If AMPS adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

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



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

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

Compliance Officer

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

Director of Operations and Compliance
Amethod Public Schools
1450 Marina Way South Suite 300
Richmond CA, 94804
Telephone: (510) 436-0172

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

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

Notifications

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

AMPS shall annually provide written notification of AMPS's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

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

The annual notice shall include the following:

(a) A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that



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HONOR HARD WORK

govern complaints regarding child nutrition programs and special education programs.

- (b) A statement clearly identifying any California State preschool programs that AMPS is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that AMPS is operating pursuant to Title 22 licensing requirements.
- (c) A statement that AMPS is primarily responsible for compliance with federal and state laws and regulations.
- (d) A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (e) A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
- (f) A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
- (g) A statement that the complainant has a right to appeal AMPS's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of AMPS's decision, except if AMPS has used its UCP to address a complaint that is not subject to the UCP requirements.
- (h) A statement that a complainant who appeals AMPS's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
- (i) A statement that if AMPS finds merit in a UCP complaint, or the CDE finds merit in an appeal, AMPS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
- (j) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
- (k) A statement that copies of AMPS's UCP shall be available free of charge.

Procedures

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

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



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Step 1: Filing of Complaint

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

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

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

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

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



Step 2: Mediation

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

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

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

The use of mediation shall not extend AMPS's timelines for investigating and resolving the complaint unless the



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complainant agrees in writing to such an extension of time.

Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

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

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

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

Step 4: Final Written Decision

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

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion provides a clear determination for each allegation as to whether AMPS is in compliance with the relevant law.
3. Corrective actions, if AMPS finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal AMPS's Decision within thirty (30) calendar days to the CDE, except when AMPS has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of AMPS's expectations. The Decision shall not give any further



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information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

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

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

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

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of AMPS's complaint procedures.
6. Other relevant information requested by the CDE.

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



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

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

Civil Law Remedies

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



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UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of Alleged Violation: _____

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

☐ Consolidated Categorical
Aid Programs

☐ Career Technical and Technical
Education and Training Programs;

☐ Child Care and Development
Programs;

☐ Pregnant, Parenting, or Lactating
Students

☐ Migrant Child Education Programs;

☐ Adult Education Programs;

☐ Regional Occupational Centers and
Programs

☐ School Safety Plan

☐ Education or graduation of Students
in Foster Care, Students who are
Homeless, former Juvenile Court
Students now enrolled in a Public
School, Migratory Children and
Children of Military Families

☐ Every Student Succeeds Act

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



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

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

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

3. Please provide copies of any written documents that may be relevant or supportive of your complaint. I have attached supporting documents. Yes No

Signature: _____ Date: _____



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Mail complaint and any relevant documents to the Compliance Officer:

Amethod Public Schools -*attn. Compliance Officer*
1450 Marina Way South Suite 300
Richmond CA, 94804
Telephone: (510) 436-0172



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UNIFORM COMPLAINT POLICY AND PROCEDURE

Board Policy Number: 1051

Adopted/Ratified: July 20, 2020

Revised: April 17, 2024

Amethod Public Schools (“AMPS”) complies with applicable federal and state laws and regulations. AMPS is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.

Scope

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

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any AMPS program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education Programs;
 - Career Technical and Technical Education and Training Programs
 - Child Care and Development Programs;
 - Migrant Child Education Programs;
 - Consolidated Categorical Aid;
 - Education or graduation of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Every Student Succeeds Act;
 - Regional Occupational Centers and Programs School Safety Plans.
- (3) Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
 - b. “Pupil fee” means a fee, deposit or other charge imposed on students, or a student’s parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California

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Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
- d. If AMPS finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, AMPS shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by AMPS to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or AMPS and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

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

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

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

AMPS acknowledges and respects every individual's right to privacy. Unlawful discrimination, harassment,

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

Compliance Officer

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

Maria Arechiga, Director of Operations and Compliance
 marechiga@amethodschools.org
 Amethod Public Schools
 1450 Marina Way South Suite 300
 Richmond CA, 94804
 Telephone: (510) 436-0172

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

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

Notifications

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

AMPS shall annually provide written notification of AMPS's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

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

The annual notice shall include the following:

- (a) A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
- (b) A statement clearly identifying any California State preschool programs that AMPS is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that AMPS is operating pursuant to Title 22

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licensing requirements.

- (c) A statement that AMPS is primarily responsible for compliance with federal and state laws and regulations.
- (d) A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (e) A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
- (f) A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
- (g) A statement that the complainant has a right to appeal AMPS's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of AMPS's decision, except if AMPS has used its UCP to address a complaint that is not subject to the UCP requirements.
- (h) A statement that a complainant who appeals AMPS's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
- (i) A statement that if AMPS finds merit in a UCP complaint, or the CDE finds merit in an appeal, AMPS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
- (j) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
- (k) A statement that copies of AMPS's UCP shall be available free of charge.

Procedures

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

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

Step 1: Filing of Complaint

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

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

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

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

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

Step 2: Mediation

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

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

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

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

Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information

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leading to evidence to support the allegations in the complaint.

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

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

Step 4: Final Written Decision

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

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion provides a clear determination for each allegation as to whether AMPS is in compliance with the relevant law.
3. Corrective actions, if AMPS finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal AMPS's Decision within thirty (30) calendar days to the CDE, except when AMPS has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

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

Appeals to the CDE

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

1. AMPS failed to follow its complaint procedures.

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

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

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of AMPS's complaint procedures.
6. Other relevant information requested by the CDE.

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

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

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

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Civil Law Remedies

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

UNIFORM COMPLAINT PROCEDURE FORM

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

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

- | | | |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Consolidated Categorical Aid Programs | <input type="checkbox"/> Students | <input type="checkbox"/> School Safety Plan |
| <input type="checkbox"/> Career Technical and Technical Education and Training Programs; | <input type="checkbox"/> Migrant Child Education Programs; | <input type="checkbox"/> Education or graduation of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families |
| <input type="checkbox"/> Child Care and Development Programs; | <input type="checkbox"/> Adult Education Programs; | |
| <input type="checkbox"/> Pregnant, Parenting, or Lactating | <input type="checkbox"/> Regional Occupational Centers and Programs | <input type="checkbox"/> Every Student Succeeds Act |

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

- | | | |
|-----------------------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> <u>Age</u> | <input type="checkbox"/> <u>Ethnic Group Identification</u> | <input type="checkbox"/> <u>Medical Condition</u> |
| <input type="checkbox"/> <u>Ancestry</u> | <input type="checkbox"/> <u>Gender / Gender Expression / Gender Identity</u> | <input type="checkbox"/> <u>Nationality / National Origin</u> |
| <input type="checkbox"/> <u>Color</u> | <input type="checkbox"/> <u>Genetic Information</u> | <input type="checkbox"/> <u>Race or Ethnicity</u> |
| <input type="checkbox"/> <u>Disability (Mental or Physical)</u> | <input type="checkbox"/> <u>Immigration Status/Citizenship</u> | <input type="checkbox"/> <u>Religion</u> |
| | <input type="checkbox"/> <u>Marital Status</u> | <input type="checkbox"/> <u>Sex (Actual or Perceived)</u> |
| | | <input type="checkbox"/> <u>Sexual Orientation (Actual or Perceived)</u> |

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or Perceived)

☐ Based on association with a person or group with one or more

of these actual or perceived characteristics

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

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

3. Please provide copies of any written documents that may be relevant or supportive of your complaint. I have attached supporting documents. Yes No

Signature: _____ Date: _____

Mail complaint and any relevant documents to the Compliance Officer:

Amethod Public Schools -*attn. Compliance Officer - Maria Arechiga*
1450 Marina Way South Suite 300
Richmond CA, 94804
Telephone: (510) 436-0172

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Coversheet

Approval of Revised Suicide Prevention Policy- 2024

Section: II. Consent
Item: D. Approval of Revised Suicide Prevention Policy- 2024
Purpose: Vote
Submitted by:
Related Material:
Redlined Suicide Prevention Policy -2024 (4866-3755-8960.v1).docx - Google Docs.pdf
Suicide Prevention Policy -2024 (4866-3755-8960.v1).docx.pdf

SUICIDE PREVENTION POLICY

Board Policy #: 5007

Adopted/Ratified: 2017

Revision Date: ~~November 17, 2022~~ [INSERT DATE]

The Board of Directors of Amethod Public Schools (“AMPS” or “Charter School”), a nonprofit benefit corporation which operates Oakland Charter Academy, Oakland Charter High School, Downtown Charter Academy, Richmond Charter Academy, Benito Juarez Elementary, and John Henry High School recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

The policy has been developed in consultation with Charter School and community stakeholders, Charter School-employed mental health professionals, (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating AMPS’s strategies for suicide prevention and intervention. AMPS must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources and address procedures relating to suicide prevention, intervention, and postvention.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, AMPS shall appoint an individual (or team) to serve as the suicide prevention point of contact for AMPS. The suicide prevention point of contact for AMPS and the Site Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Prevention and Instruction

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students’ feelings of connectedness with Charter School and is characterized by caring staff and harmonious interrelationships among students.

The Charter School’s instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Site Director or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, Charter School’s suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or Charter School and community resources that can help youth in crisis.

The Charter School’s instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. If offered or included in Charter School’s instructional curriculum, suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how —feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.

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2. Identify alternatives to suicide and develop coping and resiliency skills.
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of



suicidal intent.

4. Identify trusted adults, Charter School resources, and/or community crisis intervention resources where youth, including those at high risk, such as youth bereaved by suicide; youth with disabilities, mental illness, or substance use disorders; youth experiencing homelessness or in out-of-home settings such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, gender identity, or other support services.

Staff Development

Suicide prevention training for staff will be provided and be designed to help staff identify and find help for students at risk of suicide.

AMPS, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff). Training shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Charter School has collaborated with [Insert Names of One Or More County and/or Community Mental Health Agencies] to review the training materials and content to ensure it is evidence-based, evidence-informed, and aligned with best practices. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention. Charter School shall ensure that training is available for new hires during the school year.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - a. Suicide risk factors, warning signs, and protective factors.
 - b. How to talk with a student about thoughts of suicide.
 - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment.
 - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member.

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- e. Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide.
 - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide.
 - ii. Youth with a history of suicide ideation or attempts.
 - iii. Youth with disabilities, mental illness, or substance abuse disorders.
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth.
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care.
 - vi. Youth who have suffered traumatic experiences.
4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
- a. The impact of traumatic stress on emotional and mental health.
 - b. Common misconceptions about suicide.
 - c. Charter School and community suicide prevention resources.
 - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines).
 - e. The factors associated with suicide (risk factors, warning signs, protective factors).
 - f. How to identify youth who may be at risk of suicide.
 - g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on AMPS guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on AMPS guidelines.
 - h. Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed.
 - i. Charter School-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention).
 - j. Responding after a suicide occurs (suicide postvention).
 - k. Resources regarding youth suicide prevention.
 - l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide.
 - m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Parents, Guardians, and Caregivers Participation and Education

1. Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the AMPS Web page and included in the parent handbook.
3. Parents/guardians/caregivers should be invited to provide input on the development and implementation of this

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policy.

4. Charter School shall establish and widely disseminate a referral process to all parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable about protocols and school, community-based, and crisis resources.
5. Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School's website with treatment referral options marked accordingly.
6. Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.
7. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - a. Suicide risk factors, warning signs, and protective factors.
 - b. How to talk with a student about thoughts of suicide.
 - c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.
 - d. Charter School's referral processes and how they or their children can reach out for help, etc.
8. Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act ("FERPA") generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA's health or safety emergency provision permits the disclosure of personally identifiable information from a student's education records, to appropriate parties, in order to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.

Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, AMPS along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with AMPS and is characterized by caring staff and harmonious interrelationships among students.

AMPS's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

AMPS's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of ~~her/his~~ **their** credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress. The content of the education may include:
 - a. Coping strategies for dealing with stress and trauma.
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and

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- mental health issues in oneself and others.
 - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.
 - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding AMPS's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education).

AMPS will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs). ¶

Charter School maintains a list of current student trainings and is available upon request. Charter School has shared school-based supports and self-reporting procedures, so students are able to seek help if they are experiencing thoughts of suicide or if they recognize signs with peers. Although confidentiality and privacy are important, students should understand safety is a priority and if there is a risk of suicide, school staff are required to report. Charter-based mental health professionals are legally and ethically required to report suicide risk. **When reporting suicidal ideation or an attempt, school staff must maintain confidentiality and only share information limited to the risk or attempt.**

Charter School shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student's emotional distress, suicidal ideation, or attempt.

Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment)

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by Charter School. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, Charter-approved tool; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation; National Institute of Mental Health (NIMH)'s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20.
- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on district guidelines and protocols.
- Best practices on how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines and protocols.

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- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

Virtual Screenings for Suicide Risk

Virtual suicide prevention efforts include checking in with all students, promoting access to school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

Charter School has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, Charter School has determined a process and protocols to establish daily or regular contact with all students. Staff understand that any concern about a student's emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to Charter School protocols.

Charter School has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

Intervention and Emergency Procedures

AMPS designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Psychologist
2. Site Director

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, ~~he/she~~ they shall promptly notify the Site Director or designee. The Site Director or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at Charter School or in the community.

The suicide prevention liaison shall immediately notify the Site Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of ~~if~~

notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at AMPS or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit. ~~ff~~

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison

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shall, at a minimum:

1. Ensure the student's physical safety by one **or more** of the following, as appropriate:
 - a. Securing immediate medical treatment if a suicide attempt has occurred;
 - b. **Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.**
 - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - d. **Remaining calm, keeping in mind the student is overwhelmed, confused, and ¶ emotionally distressed.**
 - e. Moving all other students out of the immediate area.
 - f. Not sending the student away or leaving him/her alone, even to go to the restroom.
 - g. **Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.**
 - h. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. **Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.**
4. ¶
4. After a referral is made, AMPS shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, AMPS may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

~~In the event a suicide occurs or is attempted on the Charter School campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in Charter School's safety plan. After consultation with the Site Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Site Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from Charter School counselors or other mental health ¶ professionals in determining how best to discuss the suicide or attempted suicide with students. ¶ the laws governing confidentiality of student record information, the Site Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from Charter School counselors or other mental health ¶ professionals in determining how best to discuss the suicide or attempted suicide with students. ¶~~

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~~Students shall be encouraged through the education program and in Charter School activities to notify a teacher, Site Director, another Charter School administrator, psychologist, Charter School counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.¶¶~~

In the event a suicide occurs or is attempted on the AMPS campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in AMPS's safety plan. After consultation with the Site Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Site Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. AMPS staff may receive assistance from AMPS counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the AMPS campus and unrelated to school activities, the Site Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like AMPS to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for reintegration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; ~~and~~ working with the parent/guardian to involve the student in an aftercare plan; ~~and~~ providing parent's/guardians/caregivers/families local emergency numbers for after school and weekend emergency contacts.¶¶

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in AMPS activities to notify a teacher, the Site Director, another AMPS administrator, psychologist, AMPS counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. AMPS staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and the student's parent/guardian, about additional resources to support the student.

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Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. AMPS shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Site Director to:
 - a. Confirm death and cause.
 - b. Identify a staff member to contact the deceased's family (within 24 hours).
 - c. Enact the Suicide Postvention Response.
 - d. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death.
 - b. Emotional support and resources available to staff.
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration).
 - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment.
 - b. Talking points for staff to notify students.
 - c. Resources available to students (on and off campus).
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior and refer them to a school-based mental health professional.
5. Identify students affected by suicide death but not at risk of imitative behavior.
6. Communicate with the larger school community about the suicide death. Staff shall not share explicit, graphic, or dramatic content, including the manner of death.
7. Consider funeral arrangements for the family and school community.
8. Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered.
9. Identify media spokesperson if needed.
10. Ensure that all communications, documents, materials related to messaging about suicide avoid discussing details about method of suicide, avoid oversimplifying (i.e. identifying singular cause of suicide), avoid sensational language, and only includes clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, Charter School shall use specific terminology when referring to actions related to suicide or suicidal behavior:

Use	Do Not Use
“Died by suicide” or “Took their own life”	“Committed suicide” Note: Use of the word “commit” can imply crime/sin

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Use	Do Not Use
“Attempted suicide”	“Successful” or “unsuccessful” Note: There is no success, or lack of success, when dealing with suicide

110. Include long-term suicide postvention responses:

- Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed.
- Support siblings, close friends, teachers, and/or students of the deceased.
- Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

Student Identification Cards

Charter School will include the following telephone number on all student identification cards:

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
 - Call or Text “**988**”
 - Call 1-800-273-8255
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text “**HOME**” to 741741
- Local suicide prevention hotline telephone number

Charter School Employees Acting Within Scope

Charter School shall ensure that employees act only within the authorization and scope of the employee’s credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to **provide**.

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SUICIDE PREVENTION POLICY

Board Policy #: 5007

Adopted/Ratified: 2017

Revision Date: April 17, 2024

The Board of Directors of Amethod Public Schools (“AMPS” or “Charter School”), a nonprofit benefit corporation which operates Oakland Charter Academy, Oakland Charter High School, Downtown Charter Academy, Richmond Charter Academy, Benito Juarez Elementary, and John Henry High School recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

The policy has been developed in consultation with Charter School and community stakeholders, Charter School-employed mental health professionals, (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating AMPS’s strategies for suicide prevention and intervention. AMPS must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources and address procedures relating to suicide prevention, intervention, and postvention.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, AMPS shall appoint an individual (or team) to serve as the suicide prevention point of contact for AMPS. The suicide prevention point of contact for AMPS and the Site Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Prevention and Instruction

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students’ feelings of connectedness with Charter School and is characterized by caring staff and harmonious interrelationships among students.

The Charter School’s instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Site Director or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, Charter School’s suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or Charter School and community resources that can help youth in crisis.

The Charter School’s instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. If offered or included in Charter School’s instructional curriculum, suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.

Amethod Public Schools

2. Identify alternatives to suicide and develop coping and resiliency skills.
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent.
4. Identify trusted adults, Charter School resources, and/or community crisis intervention resources where youth, including those at high risk, such as youth bereaved by suicide; youth with disabilities, mental illness, or substance use disorders; youth experiencing homelessness or in out-of-home settings such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, gender identity, or other support services.

Staff Development

Suicide prevention training for staff will be provided and be designed to help staff identify and find help for students at risk of suicide.

AMPS, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff). Training shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Charter School has collaborated with Contra Costa County Health, Clinica de la Raza, Asian Health, Native American Health Center, and Lifelong Medical Center to review the training materials and content to ensure it is evidence-based, evidence-informed, and aligned with best practices. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention. Charter School shall ensure that training is available for new hires during the school year.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - a. Suicide risk factors, warning signs, and protective factors.
 - b. How to talk with a student about thoughts of suicide.
 - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment.
 - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member.
 - e. Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide.
 - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide

Amethod Public Schools



HONOR HARD WORK

- ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
- g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide.
 - ii. Youth with a history of suicide ideation or attempts.
 - iii. Youth with disabilities, mental illness, or substance abuse disorders.
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth.
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care.
 - vi. Youth who have suffered traumatic experiences.
4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
- a. The impact of traumatic stress on emotional and mental health.
 - b. Common misconceptions about suicide.
 - c. Charter School and community suicide prevention resources.
 - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines).
 - e. The factors associated with suicide (risk factors, warning signs, protective factors).
 - f. How to identify youth who may be at risk of suicide.
 - g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on AMPS guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on AMPS guidelines.
 - h. Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed.
 - i. Charter School-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention).
 - j. Responding after a suicide occurs (suicide postvention).
 - k. Resources regarding youth suicide prevention.
 - l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide.
 - m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Parents, Guardians, and Caregivers Participation and Education

1. Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the AMPS Web page and included in the parent handbook.
3. Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
4. Charter School shall establish and widely disseminate a referral process to all parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable

Amethod Public Schools



HONOR HARD WORK

about protocols and school, community-based, and crisis resources.

5. Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School's website with treatment referral options marked accordingly.
6. Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.
7. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - a. Suicide risk factors, warning signs, and protective factors.
 - b. How to talk with a student about thoughts of suicide.
 - c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.
 - d. Charter School's referral processes and how they or their children can reach out for help, etc.
8. Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act ("FERPA") generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA's health or safety emergency provision permits the disclosure of personally identifiable information from a student's education records, to appropriate parties, in order to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.

Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, AMPS along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with AMPS and is characterized by caring staff and harmonious interrelationships among students.

AMPS's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

AMPS's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of their credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress. The content of the education may include:
 - a. Coping strategies for dealing with stress and trauma.
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others.
 - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.
 - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and

Amethod Public Schools

intervention can drastically reduce the risk of suicide.

2. Receive developmentally appropriate guidance regarding AMPS's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education).

AMPS will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

Charter School maintains a list of current student trainings and is available upon request. Charter School has shared school-based supports and self-reporting procedures, so students are able to seek help if they are experiencing thoughts of suicide or if they recognize signs with peers. Although confidentiality and privacy are important, students should understand safety is a priority and if there is a risk of suicide, school staff are required to report. Charter-based mental health professionals are legally and ethically required to report suicide risk. **When reporting suicidal ideation or an attempt, school staff must maintain confidentiality and only share information limited to the risk or attempt.**

Charter School shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student's emotional distress, suicidal ideation, or attempt.

Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment)

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by Charter School. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, Charter-approved tool; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation; National Institute of Mental Health (NIMH)'s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20.
- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on district guidelines and protocols.
- Best practices on how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines and protocols.
- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

Virtual Screenings for Suicide Risk

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Virtual suicide prevention efforts include checking in with all students, promoting access to school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

Charter School has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, Charter School has determined a process and protocols to establish daily or regular contact with all students. Staff understand that any concern about a student's emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to Charter School protocols.

Charter School has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

Intervention and Emergency Procedures

AMPS designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Psychologist
2. Site Director

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the Site Director or designee. The Site Director or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at Charter School or in the community.

The suicide prevention liaison shall immediately notify the Site Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at AMPS or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - a. Securing immediate medical treatment if a suicide attempt has occurred;
 - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
 - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.

Amethod Public Schools



HONOR HARD WORK

- d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
 - e. Moving all other students out of the immediate area.
 - f. Not sending the student away or leaving him/her alone, even to go to the restroom.
 - g. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
 - h. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
 3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. **Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.**
 4. After a referral is made, AMPS shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, AMPS may contact Child Protective Services.
 5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Charter School.
 6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the AMPS campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in AMPS's safety plan. After consultation with the Site Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Site Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. AMPS staff may receive assistance from AMPS counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the AMPS campus and unrelated to school activities, the Site Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like AMPS to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.

Amethod Public Schools

5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for reintegration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; working with the parent/guardian to involve the student in an aftercare plan; and providing parent's/guardians/caregivers/families local emergency numbers for after school and weekend emergency contacts.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in AMPS activities to notify a teacher, the Site Director, another AMPS administrator, psychologist, AMPS counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. AMPS staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student and the student's parent/guardian about additional resources to support the student.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. AMPS shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Site Director to:
 - a. Confirm death and cause.
 - b. Identify a staff member to contact the deceased's family (within 24 hours).
 - c. Enact the Suicide Postvention Response.
 - d. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death.
 - b. Emotional support and resources available to staff.
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration).
 - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment.
 - b. Talking points for staff to notify students.
 - c. Resources available to students (on and off campus).
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior and refer them to a school-based mental health professional.
5. Identify students affected by suicide death but not at risk of imitative behavior.
6. Communicate with the larger school community about the suicide death. Staff shall not share explicit, graphic, or dramatic content, including the manner of death.

Amethod Public Schools

7. Consider funeral arrangements for the family and school community.
8. Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered.
9. Identify media spokesperson if needed.
10. Ensure that all communications, documents, materials related to messaging about suicide avoid discussing details about method of suicide, avoid oversimplifying (i.e. identifying singular cause of suicide), avoid sensational language, and only includes clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, Charter School shall use specific terminology when referring to actions related to suicide or suicidal behavior:

Use	Do Not Use
“Died by suicide” or “Took their own life”	“Committed suicide” Note: Use of the word “commit” can imply crime/sin
“Attempted suicide”	“Successful” or “unsuccessful” Note: There is no success, or lack of success, when dealing with suicide

11. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed.
 - b. Support siblings, close friends, teachers, and/or students of the deceased.
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

Student Identification Cards

Charter School will include the following telephone number on all student identification cards:

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
 - Call or Text **“988”**
 - Call 1-800-273-8255
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text **“HOME”** to 741741
- Local suicide prevention hotline telephone number

Charter School Employees Acting Within Scope

Charter School shall ensure that employees act only within the authorization and scope of the employee’s credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Amethod Public Schools

Coversheet

Approval of Special Education Policy- 2024

Section: II. Consent
Item: E. Approval of Special Education Policy- 2024
Purpose: Vote
Submitted by:
Related Material:
Redlined Special Education Policy - 2024 (4860-1348-4465.v1).docx - Google Docs.pdf
Special Education Policy - 2024 (4860-1348-4465.v1).docx.pdf

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SPECIAL EDUCATION POLICY

Board Policy Number: [INSERT#]

Adopted: [INSERT DATE]

Revised: [INSERT DATE]

The Board of Directors of the Amethod Public Schools (“AMPS” or the “Charter School”) recognizes the need to identify, evaluate, and serve students with disabilities in order to provide them with a free appropriate public education (“FAPE”) in the least restrictive environment. Accordingly, this Policy has been adopted consistent with Education Code section 56195.8.

Identification, Referral, and Evaluation for Special Education

Charter School shall follow applicable state and federal law and regulations and Special Education Local Plan Area (“SELPA”) policy with respect to the identification, referral, and assessments of students for special education and related services.

Individualized Education Program (“IEP”) Team Meetings

AMPS shall convene IEP team meetings with the legally required composition within all legally applicable timelines, in accordance with state and federal law and regulations and SELPA policy.

If a student’s general or special education teacher requests a review of the student’s assigned class, Charter School shall ensure this review is conducted. A mandatory IEP meeting shall be convened if the review indicates a change to the student’s placement, instruction, related services, or any combination thereof may be required. The [INSERT STAFF – e.g., Site Director, school psychologist, and Director of Special Education] shall be responsible for completing the review within fifteen (15) school days of the teacher’s request.

Procedural Safeguards

Parents/guardians shall receive written notice of their rights in accordance with state and federal law and regulation, and SELPA policy.

Please see [INSERT LOCATION – e.g., website link, the main office, the Director of Special Education] for a copy of the procedural safeguards.

Nonpublic, Nonsectarian Services

AMPS may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at AMPS is not available in accordance with Education Code section 56366 and Section 3062 of Title 5 of the California Code of Regulations. When entering into agreements with nonpublic, nonsectarian schools (“NPSs”) or agencies (“NPAs”), AMPS shall consider the needs of the individual student and the recommendations of the IEP team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.

In accordance with Education Code section 56366.1, when entering into a Master Contract with an NPS where AMPS has not previously placed a student, the Charter School shall conduct an onsite visit to the NPS at the time of placement. AMPS shall also conduct at least one onsite monitoring visit to the NPA during each school year in which the Charter School has a student attending pursuant to a Master Contract. The monitoring visit shall include the following:



HONOR HARD WORK

- A review of services provided to the student through the individual service agreement between AMPS and the NPS;
- A review of progress the student is making toward the student's IEP goals;
- A review of progress the student is making toward the goals set forth in the student's behavior intervention plan;
- If applicable, an observation of the student during instruction;
- A walkthrough of the facility; and
- Any other reviews and/or observations deemed necessary by AMPS.

In accordance with Education Code section 56366.45, the Charter School shall, within fourteen (14) days of becoming aware of any change to the certification status of an NPS or NPA as a state-certified school or agency, inform parents/guardians of pupils who attend the NPS or receive services from the NPA, of the change in certification status. The notice to parents/guardians shall be sent via email or regular mail and include a copy of the procedural safeguards. The Charter School shall maintain a record of the notice and shall make this notice available for inspection upon request of the California Department of Education.

AMPS shall follow state and federal law and regulations and SELPA policy when contracting with nonpublic, nonsectarian schools or agencies.

Resource Specialist Program

AMPS shall employ or contract with certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to:

1. Providing instruction and services to students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of the school day. Students shall not be enrolled in a resource specialist program for the majority of the school day without approval of the IEP team.
2. Providing information and assistance to students with disabilities and their parents/guardians.
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.
4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program.
5. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team.
6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life.
7. Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

AMPS's resource specialist program shall be under the direction of a resource specialist who possesses:

1. A special education credential or clinical services credential with a special class authorization.
2. Three or more years of teaching experience, including both regular and special education teaching experience, as defined by rules and regulations of the Commission on Teacher Credentialing.



HONOR HARD WORK

3. Demonstration of competencies required for a resource specialist as established by the Commission on Teacher Credentialing.

The Site Director shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreement, and/or SELPA policy. No resource specialist shall have a caseload which exceeds twenty-eight (28) students, unless a valid waiver is obtained through the State Board of Education, consistent with Title 5, California Code of Regulations, section 3100.

Transportation

Charter School shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP as a related service when required. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

When transportation services are required, the Site Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Site Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

Guide dogs, signal dogs and service dogs trained to provide assistance to persons with disabilities may be transported in a school bus when accompanied by students with disabilities, teachers with disabilities, or persons training the dogs.

Charter School shall ensure that all school buses, school student activity buses, youth buses and childcare motor vehicles, whenever they may be used, are equipped with an operational child safety alert system. Charter School shall ensure that all buses are equipped with a passenger restraint system.

Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. § 571.222). AMPS shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

Information on the Number of Individuals with Exceptional Needs

Information regarding the number of individuals with exceptional needs who are being provided special education and related services shall be provided in accordance with state and federal law and regulation and SELPA policy.

Independent Educational Evaluations

A. IEE at Parent Expense

Charter School acknowledges that a parent/guardian has the right to obtain an independent educational evaluation(s) ("IEE") at their own expense at any time. In these circumstances, the Site Director or designee(s) shall ensure that the student's IEP team shall consider the results of the IEE when determining an offer of a FAPE for the student. However, the results of an IEE will not dictate the IEP team's determinations.



HONOR HARD WORK

If a parent/guardian requests reimbursement for an IEE assessment obtained by the parent/guardian at their own expense, the Site Director or designee(s) shall ensure that the unilaterally obtained IEE meets the following criteria:

1. The parent disagreed with the Charter School's evaluation and the Charter School received a request within a reasonable time after receipt of the results of the evaluation.
2. The parent timely and upon request provided Charter School with written consent to exchange information with the examiner.
3. The private evaluation meets all criteria contained in this Policy.
4. The parent timely provided a copy of the written evaluation report and all other documents\tests related to the report.
5. The examiner attends the relevant IEP team meeting by phone or in person to discuss their findings and provides protocols of all assessments to Charter School.

The reimbursement will be in an amount no greater than the actual cost to the parents. Parents may only be reimbursed for one (1) IEE for each assessment area or discipline with which they disagree.

In all cases, if Charter School initiates a due process hearing to show that Charter School's evaluation is appropriate, no reimbursement shall be made unless ordered by a Hearing Officer.

B. IEE at Public Expense

Charter School recognizes that federal and state laws provide parents/guardians of students with disabilities with the right to obtain an IEE, at public expense, when the parent/guardian disagrees with an assessment conducted by Charter School within the last two (2) years. Parents may only receive one (1) IEE for each assessment area or discipline with which they disagree.

The Site Director or designee(s) shall ensure that when a parent/guardian requests an IEE at public expense, Charter School shall provide the parent/guardian with a copy of their Procedural Safeguards *and*, without unnecessary delay, either:

1. Initiate a due process hearing to show that the evaluation, completed by the Charter School, is appropriate; or
2. Provide the parent/guardian with information about where an IEE may be obtained, the Charter School's criteria applicable for IEEs, and ensure that an IEE is provided at public expense.

Should the Charter School grant the parent's request for an IEE, the Site Director or designee(s) shall ensure the following:

1. The criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Charter School uses when it initiates an evaluation.
2. Charter School does not impose conditions or timelines related to obtaining an IEE at public expense.



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3. All assessments shall be completed by persons competent to perform the assessment as determined by Charter School. Parent has the right to choose the examiner.
4. If the original evaluation completed by Charter School included in-class observation of the student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting.
5. A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by Charter School.
6. The evaluator must prepare and sign a full evaluation report containing:
 - a. A list of all information/data reviewed.
 - b. A clear explanation of the testing and assessment results.
 - c. A complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores, domain or composite scores, and sub-test scores reported in standard, scaled or T-score format.
 - d. A complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.
 - e. Recommendations for IEP team consideration for educational programming and, if appropriate, placement that is educationally relevant and realistic within a public educational setting.

The cost determination for an IEE shall be comparable to the costs incurred by Charter School when it uses its own employees or contractors to complete an assessment, whenever possible and shall reflect reasonable and customary rates for such services in the area. As a result, the Site Director or designee(s) shall provide a parent/guardian with a recommended cost ceiling. The cost ceiling shall be updated (*once every three (3) years*) and determined by averaging the cost of the following three factors:

1. The cost of an assessment provided by a Charter School employee.
2. The cost of an assessment provided by a neighboring local educational agency.
3. The cost of an assessment provided by a private service provider, with appropriate qualification, within 40 miles from the Charter School.

The Site Director or designee(s) may consider a parent/guardian's demonstration of any unique circumstances related to the student's education need(s), that justify a financial waiver of any additional cost for an IEE, above the cost ceiling established by the Charter School.

The Site Director or designee(s) shall ensure a parent/guardian voluntarily have their private health insurance pay the costs of the IEE if covered by their insurance. However, Charter School recognizes that federal and state laws specify that parents/guardians are not required to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

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1. A decrease in available lifetime coverage or any other benefit under an insurance policy
2. An increase in premiums or the discontinuance of the policy
3. An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim



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SPECIAL EDUCATION POLICY

Board Policy Number: 5012

Adopted: April 17, 2024

(pending board approval)

The Board of Directors of the Amethod Public Schools (“AMPS” or the “Charter School”) recognizes the need to identify, evaluate, and serve students with disabilities in order to provide them with a free appropriate public education (“FAPE”) in the least restrictive environment. Accordingly, this Policy has been adopted consistent with Education Code section 56195.8.

Identification, Referral, and Evaluation for Special Education

Charter School shall follow applicable state and federal laws and regulations and El Dorado County Charter Special Education Local Plan Area (“SELPA”) policy with respect to the identification, referral, and assessments of students for special education and related services.

Individualized Education Program (“IEP”) Team Meetings

AMPS shall convene IEP team meetings with the legally required composition within all legally applicable timelines, in accordance with state and federal law and regulations and SELPA policy.

If a student’s general or special education teacher requests a review of the student’s assigned class, Charter School shall ensure this review is conducted. A mandatory IEP meeting shall be convened if the review indicates a change to the student’s placement, instruction, related services, or any combination thereof may be required. The Site Director, Director of Special Education, Education Specialist, General Education teacher, and any other specialist, e.g. school psychologist or speech pathologist shall be responsible for completing the review within thirty (30) school days of the teacher’s request.

Procedural Safeguards

Parents/guardians shall receive written notice of their rights in accordance with state and federal law and regulation, and SELPA policy.

Please see the student’s case manager, El Dorado County SELPA [website](#), or the Director of Special Education for a copy of the procedural safeguards.

Nonpublic, Nonsectarian Services

AMPS may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at AMPS is not available in accordance with Education Code section 56366 and Section 3062 of Title 5 of the California Code of Regulations. When entering into agreements with nonpublic, nonsectarian schools (“NPSs”) or agencies (“NPAs”), AMPS shall consider the needs of the individual student and the recommendations of the IEP team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs toward the goals identified in each student's IEP.

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In accordance with Education Code section 56366.1, when entering into a Master Contract with an NPS where AMPS has not previously placed a student, the Charter School shall conduct an onsite visit to the NPS at the time of placement. AMPS shall also conduct at least one onsite monitoring visit to the NPA during each school year in which the Charter School has a student attending pursuant to a Master Contract. The monitoring visit shall include the following:

- A review of services provided to the student through the individual service agreement between AMPS and the NPS;
- A review of progress the student is making toward the student's IEP goals;
- A review of progress the student is making toward the goals set forth in the student's behavior intervention plan;
- If applicable, an observation of the student during instruction;
- A walkthrough of the facility; and
- Any other reviews and/or observations deemed necessary by AMPS.

In accordance with Education Code section 56366.45, the Charter School shall, within fourteen (14) days of becoming aware of any change to the certification status of an NPS or NPA as a state-certified school or agency, inform parents/guardians of pupils who attend the NPS or receive services from the NPA, of the change in certification status. The notice to parents/guardians shall be sent via email or regular mail and include a copy of the procedural safeguards. The Charter School shall maintain a record of the notice and shall make this notice available for inspection upon request of the California Department of Education.

AMPS shall follow state and federal law and regulations and SELPA policy when contracting with nonpublic, nonsectarian schools or agencies.

Resource Specialist Program

AMPS shall employ or contract with a certificated Educational Specialist to provide services for students with disabilities which shall include, but not be limited to:

1. Providing instruction and services to students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of the school day. Students shall not be enrolled in a resource program for the majority of the school day without the approval of the IEP team.
2. Providing information and assistance to students with disabilities and their parents/guardians.
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.
4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource program.
5. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team.
6. At the secondary school level, emphasize academic achievement, career and vocational development, and preparation for adult life.
7. Education Specialists shall not simultaneously be assigned to serve as teachers of resource programs and to teach general education classes.



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AMPS's resource program shall be under the direction of an education specialist who possesses:

1. A special education credential or clinical services credential with a special class authorization.
2. Three or more years of teaching experience, including both regular and special education teaching experience, as defined by rules and regulations of the Commission on Teacher Credentialing.
3. Demonstration of competencies required for a resource specialist as established by the Commission on Teacher Credentialing.

The Director of Special Education shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreement, and/or SELPA policy. No education specialist shall have a caseload that exceeds twenty-eight (28) students, unless a valid waiver is obtained through the State Board of Education, consistent with Title 5, California Code of Regulations, section 3100.

Transportation

Charter School shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP as a related service when required. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

When transportation services are required, the Director of Special Education, Site Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Director of Special Education, Site Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

Guide dogs, signal dogs and service dogs trained to provide assistance to persons with disabilities may be transported in a school bus when accompanied by students with disabilities, teachers with disabilities, or persons training the dogs.

Charter School shall ensure that all school buses, school student activity buses, youth buses and childcare motor vehicles, whenever they may be used, are equipped with an operational child safety alert system. Charter School shall ensure that all buses are equipped with a passenger restraint system.

Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. § 571.222). AMPS shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

Information on the Number of Individuals with Exceptional Needs



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Information regarding the number of individuals with exceptional needs who are being provided special education and related services shall be provided in accordance with state and federal law and regulation and SELPA policy.

Independent Educational Evaluations

A. IEE at Parent Expense

Charter School acknowledges that a parent/guardian has the right to obtain an independent educational evaluation(s) ("IEE") at their own expense at any time. In these circumstances, the Site Director or designee(s) shall ensure that the student's IEP team shall consider the results of the IEE when determining an offer of a FAPE for the student. However, the results of an IEE will not dictate the IEP team's determinations.

If a parent/guardian requests reimbursement for an IEE assessment obtained by the parent/guardian at their own expense, the Site Director or designee(s) shall ensure that the unilaterally obtained IEE meets the following criteria:

1. The parent disagreed with the Charter School's evaluation and the Charter School received a request within a reasonable time after receipt of the results of the evaluation.
2. The parent timely and upon request provided Charter School with written consent to exchange information with the examiner.
3. The private evaluation meets all criteria contained in this Policy.
4. The parent timely provided a copy of the written evaluation report and all other documents\tests related to the report.
5. The examiner attends the relevant IEP team meeting by phone or in person to discuss their findings and provides protocols of all assessments to Charter School.

The reimbursement will be in an amount no greater than the actual cost to the parents. Parents may only be reimbursed for one (1) IEE for each assessment area or discipline with which they disagree.

In all cases, if Charter School initiates a due process hearing to show that Charter School's evaluation is appropriate, no reimbursement shall be made unless ordered by a Hearing Officer.

B. IEE at Public Expense

Charter School recognizes that federal and state laws provide parents/guardians of students with disabilities with the right to obtain an IEE, at public expense, when the parent/guardian disagrees with an assessment conducted by Charter School within the last two (2) years. Parents may only receive one (1) IEE for each assessment area or discipline with which they disagree.



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The Site Director or designee(s) shall ensure that when a parent/guardian requests an IEE at public expense, Charter School shall provide the parent/guardian with a copy of their Procedural Safeguards *and*, without unnecessary delay, either:

1. Initiate a due process hearing to show that the evaluation, completed by the Charter School, is appropriate; or
2. Provide the parent/guardian with information about where an IEE may be obtained, the Charter School's criteria applicable for IEEs, and ensure that an IEE is provided at public expense.

Should the Charter School grant the parent's request for an IEE, the Site Director or designee(s) shall ensure the following:

1. The criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Charter School uses when it initiates an evaluation.
2. Charter School does not impose conditions or timelines related to obtaining an IEE at public expense.
3. All assessments shall be completed by persons competent to perform the assessment as determined by Charter School. Parents have the right to choose the examiner.
4. If the original evaluation completed by Charter School included in-class observation of the student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting.
5. A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by Charter School.
6. The evaluator must prepare and sign a full evaluation report containing:
 - a. A list of all information/data reviewed.
 - b. A clear explanation of the testing and assessment results.
 - c. A complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores, domain or composite scores, and sub-test scores reported in standard, scaled or T-score format.
 - d. A complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.
 - e. Recommendations for IEP team consideration for educational programming and, if appropriate, placement that is educationally relevant and realistic within a public educational setting.



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The cost determination for an IEE shall be comparable to the costs incurred by Charter School when it uses its own employees or contractors to complete an assessment, whenever possible and shall reflect reasonable and customary rates for such services in the area. As a result, the Special Education Director, Site Director or designee(s) shall provide a parent/guardian with a recommended cost ceiling. The cost ceiling shall be updated (*once every three (3) years*) and determined by averaging the cost of the following three factors:

1. The cost of an assessment provided by a Charter School employee.
2. The cost of an assessment provided by a neighboring local educational agency.
3. The cost of an assessment provided by a private service provider, with appropriate qualifications, within 40 miles of the Charter School.

The Site Director or designee(s) may consider a parent/guardian's demonstration of any unique circumstances related to the student's education need(s), that justify a financial waiver of any additional cost for an IEE, above the cost ceiling established by the Charter School.

The Site Director or designee(s) shall ensure a parent/guardian voluntarily have their private health insurance pay the costs of the IEE if covered by their insurance. However, Charter School recognizes that federal and state laws specify that parents/guardians are not required to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy
2. An increase in premiums or the discontinuance of the policy
3. An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim

Coversheet

Approval of Revised Family Educational Rights and Privacy Act Policy (FERPA)- 2024

Section: II. Consent
Item: F. Approval of Revised Family Educational Rights and Privacy Act Policy (FERPA)- 2024
Purpose: Vote
Submitted by:
Related Material:
Redlined Educational Records and Student Information Policy - 2024 (4863-9143-3649.v1).docx - Google Docs.pdf
Family Educational Rights and Privacy Act Policy - 2024 (4863-9143-3649.v1).docx.pdf



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FERPA POLICY

Board Policy Number: 1000-22

Adopted/Ratified: July 20, 2020

Revised: [INSERT DATE]

The Board of Directors of Amethod Public Schools ("AMPS") or "Charter School") adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by AMPS.

Definitions

- *"Education Record"*: An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by AMPS or by a party acting for AMPS. Such information includes, but is not limited to:
 1. Date and place of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes.
 2. Grades, test scores, courses taken, academic specializations and school activities.
 3. Special education records.
 4. Disciplinary records.
 5. Medical and health records;
 6. Attendance records and records of past schools attended.
 7. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
2. Records maintained by a law enforcement unit of AMPS that were created by that law enforcement unit for the purpose of law enforcement.
3. In the case of a person who is employed by AMPS but not in attendance at AMPS, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee, and are not available for any other purpose.

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4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at AMPS.
 5. Records that only contain information about an individual after the individual is no longer a student at AMPS.
 6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- *"Personally Identifiable Information"*: Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who AMPS reasonably believes knows the identity of the student to whom the education record relates.
 - *"Directory Information"*: Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by AMPS pursuant to the FERPA (20 U.S.C. § 1232g). AMPS has designated the following information as directory information:
 1. Student's name
 2. Student's address
 3. Parent/guardian's address
 4. Telephone listing
 5. Student's electronic mail address
 6. Parent/guardian's electronic mail address
 7. Photograph/video
 8. Date and place of birth
 9. Dates of attendance
 10. Grade level
 11. Participation in officially recognized activities and sports
 12. Weight and height of members of athletic teams
 13. Degrees, honors, and awards received
 14. The most recent educational agency or institution attended

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15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
- *“Parent”*: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
 - *“Eligible Student”*: Eligible student means a student who has reached eighteen (18) years of age.
 - *“School Official”*: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of AMPS. A school official also may include a volunteer for AMPS or an independent contractor of AMPS, consultant, vendor, or other party who performs an institutional service or function for which AMPS would otherwise use its own employees and who is under the direct control of AMPS with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.
 - *“Legitimate Educational Interest”*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Disclosure Of Directory Information

At the beginning of each school year, AMPS shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent's or eligible student's right to require that AMPS not release “directory information” without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify AMPS in writing of the categories of “directory information” that it may not disclose without the parent's or eligible student's prior written consent. AMPS will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

Annual Notification To Parents And Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;

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HONOR HARD WORK

4. File with the U.S. Department of Education a complaint concerning alleged failures by AMPS to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that AMPS not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that AMPS forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

Parental And Eligible Student Rights Relating To Education Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Site Director. Within five (5) business days, AMPS shall comply with the request.

1. Copies of Education Records

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. AMPS may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

2. Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Site Director to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. AMPS's response will be in writing and if the request for amendment is denied, AMPS will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

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If the Site Director sustains any or all of the allegations, the Site Director must order the correction or the removal and destruction of the information. The Site Director or designee must then inform the parent or eligible student of the amendment in writing.

If the Site Director sustains the parent or eligible student's request to change the student's name and/or gender, Charter School shall add a new document to the student's record that includes all of the following information:

- a. The date of the request.
- b. The date the requested records were corrected.
- c. A list of the records requested to be corrected.
- d. The type of documentation, if any, provided to demonstrate a legal change to the student's name and/or gender. The parent or guardian of the student is not required to provide documentation of a legal change to the student's name and/or gender.
- e. The name of the employee that completed the request.
- f. The student's corrected and former names and/or genders.

Charter School shall immediately update a **former** student's records to include the student's updated legal name or gender if the Charter School receives government-issued documentation demonstrating that the former student's legal name or gender has been changed. Acceptable government issued identification includes but is not limited to:

- a. State-issued driver's license.
- b. Birth certificate.
- c. Passport.
- d. Social security card.
- e. Court order indicating a name change or a gender change, or both.

If requested by the former student, the Charter School shall reissue any documents conferred upon the former student with the former student's updated legal name or gender. Documents that may be reissued by Charter School include, but are not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents conferred upon the former student.

If a former student requests that their name or gender be changed and the requested records are reissued, the Charter School shall add a new document to the former student's file that includes all of the following:

- a. The date of the request.
- b. The date the requested records were reissued to the former student.
- c. A list of the records that were requested by, and reissued to, the former student.
- d. The type of documentation provided by the former student in order to demonstrate the legal name or gender change.
- e. The name of the school district, charter school, or county office of education staff person that completed the request.
- f. The current and former name or gender of the former student.

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3. Hearing to Challenge Education Record

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The principal or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Site Director or by the Board Chair, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The principal or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, AMPS's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of AMPS, or both. If AMPS places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure Of Education Records And Directory Information

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may

Amethod Public Schools



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request a copy of the disclosed records and AMPS shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

AMPS will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. AMPS must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, AMPS will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that AMPS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

1. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, AMPS will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. AMPS will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, AMPS will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for AMPS in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

Amethod Public Schools



HONOR HARD WORK

9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by AMPS for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by AMPS; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by AMPS with respect to that alleged crime or offense. AMPS may disclose the final results of the disciplinary proceeding, regardless of whether AMPS concluded a violation was committed.

Solicitation and Disclosure of Student Information for Immigration Purposes

Charter School shall observe the following:

1. Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of students or their family members.
2. If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.
3. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
4. Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
5. Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the Charter School prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that is not otherwise subject to

Amethod Public Schools



HONOR HARD WORK

release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

1. Notify a designated Charter School official about the information request.
2. Provide students and families with appropriate notice and a description of the immigration officer's request.
3. Document any verbal or written request for information by immigration authorities.
4. Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Contract for Digital Storage, Management, and Retrieval of Student Records

The Charter School may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

Record Keeping Requirements

AMPS will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of AMPS in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of AMPS and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, AMPS officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, AMPS officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of AMPS, unless the individual removing the record has a legitimate educational interest, and is authorized by the Site Director, or by a majority of a quorum of the

Amethod Public Schools



HONOR HARD WORK

Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the AMPS premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

Complaints

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue. S.W.
Washington, D.C. 20202-8520

Record Retention

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations ("CCR") sections 431 through 438, per the following:

- *"Mandatory Permanent Student Records"*: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
 1. Legal name of student
 2. Date of birth
 3. Method of verification of birth date
 4. Sex of student
 5. Place of birth
 6. Name and address of parent of minor student
 7. Address of minor student if different than above
 8. An annual verification of the name and address of the parent and the residence of the student
 9. Entering and leaving date of each school year and for any summer session or other extra session
Subjects taken during each year, half year, summer session or quarter
 10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
 11. Verification of or exemption from required immunizations
 12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *"Mandatory Interim Student Records"*: Must be maintained until judged to be disposable defined as "when the student leaves the charter school or when their usefulness ceases." These records may be destroyed during the

Amethod Public Schools

third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:

1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
4. Language training records
5. Progress slips and/or notices
6. Parental restrictions regarding access to directory information or related stipulations.
7. Parental or adult student rejoinders to challenged records and to disciplinary action
8. Parental authorizations or prohibitions of student participation in specific programs
9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- *“Permitted Student Records”*: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student’s completion or withdrawal from school. These records are defined as:
 1. Objective counselor and/or teacher ratings
 2. Standardized test results older than three years
 3. Routine discipline data
 4. Verified reports of relevant behavioral patterns
 5. All disciplinary notices
 6. Attendance records not covered in 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

Amethod Public Schools



HONOR HARD WORK

FERPA POLICY

Board Policy Number: 1000-22

Adopted/Ratified: July 20, 2020

Revised: April 17, 2024

The Board of Directors of Amethod Public Schools ("AMPS") or "Charter School") adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by AMPS.

Definitions

- *"Education Record"*: An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by AMPS or by a party acting for AMPS. Such information includes, but is not limited to:
 1. Date and place of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes.
 2. Grades, test scores, courses taken, academic specializations and school activities.
 3. Special education records.
 4. Disciplinary records.
 5. Medical and health records;
 6. Attendance records and records of past schools attended.
 7. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
2. Records maintained by a law enforcement unit of AMPS that were created by that law enforcement unit for the purpose of law enforcement.
3. In the case of a person who is employed by AMPS but not in attendance at AMPS, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee, and are not available for any other purpose.

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4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at AMPS.
 5. Records that only contain information about an individual after the individual is no longer a student at AMPS.
 6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- *"Personally Identifiable Information"*: Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who AMPS reasonably believes knows the identity of the student to whom the education record relates.
 - *"Directory Information"*: Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by AMPS pursuant to the FERPA (20 U.S.C. § 1232g). AMPS has designated the following information as directory information:
 1. Student's name
 2. Student's address
 3. Parent/guardian's address
 4. Telephone listing
 5. Student's electronic mail address
 6. Parent/guardian's electronic mail address
 7. Date and place of birth
 8. Dates of attendance
 9. Grade level
 10. Participation in officially recognized activities and sports
 11. Weight and height of members of athletic teams
 12. Degrees, honors, and awards received
 13. The most recent educational agency or institution attended
 14. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

Amethod Public Schools



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- *“Parent”*: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- *“Eligible Student”*: Eligible student means a student who has reached eighteen (18) years of age.
- *“School Official”*: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of AMPS. A school official also may include a volunteer for AMPS or an independent contractor of AMPS, consultant, vendor, or other party who performs an institutional service or function for which AMPS would otherwise use its own employees and who is under the direct control of AMPS with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.
- *“Legitimate Educational Interest”*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Disclosure Of Directory Information

At the beginning of each school year, AMPS shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent’s or eligible student’s right to require that AMPS not release “directory information” without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify AMPS in writing of the categories of “directory information” that it may not disclose without the parent’s or eligible student’s prior written consent. AMPS will continue to honor a valid request to opt out of the disclosure of a former student’s directory information made while the former student was in attendance unless the student rescinds the opt out request.

Annual Notification To Parents And Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student’s education records;
2. Seek amendment of the student’s education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student’s privacy rights;
3. Consent to disclosures of PII contained in the student’s education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by AMPS to comply with the requirements of FERPA and its promulgated regulations; and

Amethod Public Schools



HONOR HARD WORK

5. Request that AMPS not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that AMPS forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

Parental And Eligible Student Rights Relating To Education Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Site Director. Within five (5) business days, AMPS shall comply with the request.

1. Copies of Education Records

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. AMPS may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

2. Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Site Director to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. AMPS's response will be in writing and if the request for amendment is denied, AMPS will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

Amethod Public Schools



HONOR HARD WORK

If the Site Director sustains any or all of the allegations, the Site Director must order the correction or the removal and destruction of the information. The Site Director or designee must then inform the parent or eligible student of the amendment in writing.

If the Site Director sustains the parent or eligible student's request to change the student's name and/or gender, Charter School shall add a new document to the student's record that includes all of the following information:

- a. The date of the request.
- b. The date the requested records were corrected.
- c. A list of the records requested to be corrected.
- d. The type of documentation, if any, provided to demonstrate a legal change to the student's name and/or gender. The parent or guardian of the student is not required to provide documentation of a legal change to the student's name and/or gender.
- e. The name of the employee that completed the request.
- f. The student's corrected and former names and/or genders.

Charter School shall immediately update a **former** student's records to include the student's updated legal name or gender if the Charter School receives government-issued documentation demonstrating that the former student's legal name or gender has been changed. Acceptable government issued identification includes but is not limited to:

- a. State-issued driver's license.
- b. Birth certificate.
- c. Passport.
- d. Social security card.
- e. Court order indicating a name change or a gender change, or both.

If requested by the former student, the Charter School shall reissue any documents conferred upon the former student with the former student's updated legal name or gender. Documents that may be reissued by Charter School include, but are not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents conferred upon the former student.

If a former student requests that their name or gender be changed and the requested records are reissued, the Charter School shall add a new document to the former student's file that includes all of the following:

- a. The date of the request.
- b. The date the requested records were reissued to the former student.
- c. A list of the records that were requested by, and reissued to, the former student.
- d. The type of documentation provided by the former student in order to demonstrate the legal name or gender change.
- e. The name of the school district, charter school, or county office of education staff person that completed the request.
- f. The current and former name or gender of the former student.

Amethod Public Schools



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3. Hearing to Challenge Education Record

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student's records to the members of the panel convened.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The principal or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, AMPS's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of AMPS, or both. If AMPS places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure Of Education Records And Directory Information

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and AMPS shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

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AMPS will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. AMPS must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, AMPS will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that AMPS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

1. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, AMPS will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. AMPS will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, AMPS will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for AMPS in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;

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11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by AMPS for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by AMPS; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by AMPS with respect to that alleged crime or offense. AMPS may disclose the final results of the disciplinary proceeding, regardless of whether AMPS concluded a violation was committed.

Solicitation and Disclosure of Student Information for Immigration Purposes

Charter School shall observe the following:

1. Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of students or their family members.
2. If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.
3. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
4. Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
5. Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the Charter School prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that is not otherwise subject to release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

1. Notify a designated Charter School official about the information request.

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2. Provide students and families with appropriate notice and a description of the immigration officer's request.
3. Document any verbal or written request for information by immigration authorities.
4. Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Contract for Digital Storage, Management, and Retrieval of Student Records

The Charter School may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

Record Keeping Requirements

AMPS will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of AMPS in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of AMPS and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, AMPS officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, AMPS officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of AMPS, unless the individual removing the record has a legitimate educational interest, and is authorized by the Site Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the AMPS premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

Complaints

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Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-8520

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Coversheet

Approval of Revised Education for Homeless Children and Youth Policy- 2024

Section: II. Consent
Item: G. Approval of Revised Education for Homeless Children and Youth
Policy- 2024
Purpose: Vote
Submitted by:
Related Material:
Redlined Education for Homeless Children and Youth Policy -2024 (4857-8132-5488.v1).docx - Google Docs.pdf
Education for Homeless Children and Youth Policy -2024 (4857-8132-5488.v1).docx.pdf



HONOR HARD WORK

EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY

Board Policy Number: 5002

Adopted: August 2, 2021

Revised: ~~November 17, 2022~~ [INSERT DATE]

The Amethod Public Schools (“AMPS” or the “Charter School”) Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term “*homeless children and youth*” means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

Charter School Liaison

The Chief Executive Officer designates the following staff person as the Charter School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Richmond Charter Academy

Gabriela Lopez-Reifsnyder
Dean of Students
1450 Marina Way South
Richmond, CA 94804
510-215-7009

~~B~~Benito Juarez Elementary
School Amira Elmukhtar

Amethod ~~P~~ublic Schools

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Oakland Charter Academy

Greer Relphorde

Dean of Instruction

1450 Marina Way South

Richmond, CA 94804

510-235-2465

Oakland, CA 94606

510-535-1580

~~Oakland Charter Academy~~

Greer Relphorde

Dean of Instruction

4215 Foothill Blvd.

Oakland, CA 94601

510-532-6751

John Henry High School

Tomika Johnson

Registrar

1402 Marina Way South

Richmond, CA 94804

510-235-2439

Oakland Charter High School

Linda Eschen

Registrar

2433 Coolidge Avenue

Oakland, CA 94601

510-436-0101

Downtown Charter Academy

Gregg Pentony

Dean of Students

2000 Dennison Street

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by ~~AMPS school~~ personnel through outreach and coordination activities with other entities and agencies and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at AMPS.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by AMPS, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, AMPS charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as

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applicable.

8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education (“CDE”) publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/> ¶

Enrollment

AMPS will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student’s education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

AMPS shall immediately admit/enroll the student for which ~~the Charter School~~ AMPS is a School of Origin. “School of Origin” means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

AMPS shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School’s capacity and pursuant to the procedures stated in the AMPS charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Chief Executive Officer or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

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A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. Homeless students have the youth will be permitted right to remain in the their school of origin through following the end termination of the academic year. child's status as a homeless student as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

~~If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year. If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder ("ERH"), Indian custodian¹ in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.~~



Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals.

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison.

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Housing Questionnaire

AMPS shall administer a housing questionnaire for purposes of identifying homeless children and youth. AMPS shall ensure that the housing questionnaire is based on the best practices developed by the CDE. AMPS shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at AMPS. The housing questionnaire shall include an explanation of the rights and protections a student

¹ "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. Section 1903 of Title 25 of the United States Code.

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has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at AMPS and shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. AMPS shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in AMPS such as (42 U.S.C. § 11432(g)(4)):

- Transportation services
- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

Transportation

In the event that AMPS provides transportation services to all AMPS students, AMPS shall provide comparable transportation services to each homeless child or youth attending AMPS, as noted above. (42 U.S.C. § 11432(g)(4).)


If the AMPS does not otherwise provide transportation services to all AMPS students, AMPS shall ensure that transportation is provided for homeless students to and from AMPS, at the request of the parent or 

guardian (or Charter School Liaison), if AMPS is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation provided by AMPS will be adequate and appropriate for the student's situation, but AMPS does not commit to any one method of transportation for all youth.

Eligibility for Extracurricular Activities

A homeless child or youth shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who is a homeless youth any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School. 

Professional Development

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All administrators, teachers and employees of AMPS, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will verify that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually, through the CDE's verification system. (Education Code Section 48852.5(c)(2).)

The Charter School Liaison shall offer training to ~~Inspire~~ AMPS certificated and classified employees providing services to pupils experiencing homelessness, including, but not limited to, teachers, support staff, and other school staff who work with pupils, at least annually relating to: (1) ~~Inspire's~~ AMPS's homeless education program policies; and (2) Recognition of signs that pupils are experiencing, or are at risk of experiencing, homelessness. The Charter School Liaison shall inform such employees of the availability of training and the services the Charter School Liaison provides to aid in the identification and provision of services to pupils who are experiencing, or are at risk of experiencing, homelessness.

High School Graduation Requirements

Homeless students who transfer to the AMPS any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless AMPS makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, ~~or~~ the length of the student's school enrollment, ~~or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school~~ may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the Charter School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify ~~and consult with~~ students who are exempted from the Charter School's additional graduation requirements and the student's ~~educational rights holder~~ ERH of how any of the ~~requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.~~ The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived ~~will~~ may affect the ~~student's~~ pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and ~~provide~~ information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

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3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation ~~additional~~ requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. ~~Inform~~ Consult with the student ~~of~~ and the ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. ~~Inform~~ Consult with the student, and the ~~educational rights holder~~ ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. ~~P~~Consult with and provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's

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graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the ~~educational rights holder~~ ERH for the student. ¶

5. ¶

Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3 within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a homeless student is not eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the *following* academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

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3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:
 - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
 - ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

Acceptance of Course Work

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the Charter School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

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The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school. Charter School's review of its homeless education program policies shall use resources developed by the CDE and posted on the CDE's internet website and resources developed by homeless education technical assistance centers established using funding from the American Rescue Plan Act of 2021.

School Website Posting

AMPS shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the Liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

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EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY

Board Policy Number: 5002

Adopted: August 2, 2021

Revised: April 17, 2024

The Amethod Public Schools (“AMPS” or the “Charter School”) Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term “*homeless children and youth*” means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

Charter School Liaison

The Chief Executive Officer designates the following staff person as the Charter School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Richmond Charter Academy

Gabriela Lopez-Reifsnyder

Dean of Students

1450 Marina Way South

Richmond, CA 94804

510-215-7009

Benito Juarez Elementary School

Janice Galindo

Dean of Students

1450 Marina Way South

Richmond, CA 94804

510-235-2465

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Oakland Charter Academy

Philip Ellingberg
Site Director
 4215 Foothill Blvd.
 Oakland, CA 94601
 510-532-6751

Downtown Charter Academy

Gregg Pentony
Dean of Students
 2000 Dennison Street
 510-535-1580

John Henry High School

Omar Padilla
Dean of Students
 1402 Marina Way South
 Richmond, CA 94804
 510-235-2439

Oakland Charter High School

Linda Eschen
Registrar
 2433 Coolidge Avenue
 Oakland, CA 94601
 510-436-0101

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by AMPS personnel through outreach and coordination activities with other entities and agencies and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at AMPS.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by AMPS, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, AMPS charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel

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responsible for the provision of education and related services to homeless children and youths.

10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education ("CDE") publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

Enrollment

AMPS will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

AMPS shall immediately admit/enroll the student for which AMPS is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

AMPS shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the AMPS charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Chief Executive Officer or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

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2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder ("ERH"), Indian custodian¹ in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals.

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison.

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Housing Questionnaire

AMPS shall administer a housing questionnaire for purposes of identifying homeless children and youth. AMPS shall ensure that the housing questionnaire is based on the best practices developed by the CDE. AMPS shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at AMPS. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at AMPS and shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. AMPS shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in AMPS such as (42 U.S.C. § 11432(g)(4)):

- Transportation services

¹ "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. Section 1903 of Title 25 of the United States Code.



HONOR HARD WORK

- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

Transportation

In the event that AMPS provides transportation services to all AMPS students, AMPS shall provide comparable transportation services to each homeless child or youth attending AMPS, as noted above. (42 U.S.C. § 11432(g)(4).)

If the AMPS does not otherwise provide transportation services to all AMPS students, AMPS shall ensure that transportation is provided for homeless students to and from AMPS, at the request of the parent or guardian (or Charter School Liaison), if AMPS is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation provided by AMPS will be adequate and appropriate for the student's situation, but AMPS does not commit to any one method of transportation for all youth.

Eligibility for Extracurricular Activities

A homeless child or youth shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who is a homeless youth and family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

Professional Development

All administrators, teachers and employees of AMPS, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will verify that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually, through the CDE's verification system. (Education Code Section 48852.5(c)(2).)

The Charter School Liaison shall offer training to AMPS certificated and classified employees providing services to pupils experiencing homelessness, including, but not limited to, teachers, support staff, and other school staff who work with pupils, at least annually relating to: (1) AMPS's homeless education program policies; and (2) Recognition of signs that pupils are experiencing, or are at risk of experiencing, homelessness. The Charter School Liaison shall inform such employees of the availability of training and the services the Charter School Liaison provides to aid in the identification and provision of services to pupils who are experiencing, or are at risk of experiencing, homelessness.

High School Graduation Requirements

Homeless students who transfer to the AMPS any time after the completion of their second year of high school

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shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless AMPS makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the Charter School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for

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the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation additional requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the ERH for the student.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3 within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

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4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a homeless student is not eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the *following* academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:
 - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
 - ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

Acceptance of Course Work

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

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The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the Charter School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school. Charter School's review of its homeless education program policies shall use resources developed by the CDE and posted on the CDE's internet website and resources developed by homeless education technical assistance centers established using funding from the American Rescue Plan Act of 2021.

School Website Posting

AMPS shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the Liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

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Coversheet

Approval of Revised Education for Foster and Mobile Youth Policy- 2024

Section: II. Consent
Item: H. Approval of Revised Education for Foster and Mobile Youth Policy-
2024
Purpose: Vote
Submitted by:
Related Material:
Redlined EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY -2024 (4886-8266-9744.v1).
docx - Google Docs.pdf
EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY -2024 (4886-8266-9744.v1).docx.pdf

EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

Board Policy Number: 5001

Adopted: June 29, 2021

Revised: November 17, 2022 [INSERT DATE]

Introduction

The Governing Board of Amethod Public Schools (“AMPS” or the “Charter School”) recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School’s educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School’s local control and accountability plan (“LCAP”).

Definitions

- “Foster youth” means any of the following:
 1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code (“WIC”).
 2. A child who is the subject of a petition filed pursuant to ~~California Welfare and Institutions Code (“WIC”) WIC section 309-300~~ or 602 (whether or not the child has been removed from the child’s home by juvenile court).
 32. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 34. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - c. The nonminor is participating in a transitional independent living case plan.
 54. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.¹³

¹ The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.



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65. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- “*Former juvenile court school pupil*” means a pupil who, upon completion of the pupil’s second year of high school, transfers from a juvenile court school to the Charter School, excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school.¶
- “*Child of a military family*” refers to a student who resides in the household of an active duty military member. ¶

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- “*Currently Migratory Child*” refers to a child who, within the last 12-months, has moved with a

³ The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. ~~“Currently Migratory Child”~~ This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- “*Newcomer pupil*” is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years. ~~Pupil participating in a newcomer program” means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.~~
- “*Educational Rights Holder*” (“ERH”) means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to ~~Welfare and Institutions Code~~ WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
- “*School of origin*” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when

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permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, “school” as used in the definition of “school of origin” includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

- “*Best interests*” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
- “*Partial coursework satisfactorily completed*” includes any portion of an individual course, even if the pupil did not complete the entire course.

Within this Policy, foster/~~juvenile court~~ youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a ~~pupil participating in the newcomer program~~ pupil will be referred to collectively as “Foster and Mobile Youth.”

Foster and Mobile Youth Liaison

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the ~~Site Director~~ following individuals from each school site as the Charter School’s liaison for Foster and Mobile Youth:

Richmond Charter Academy
Gabriela Lopez-Reifsnyder
Dean of Students
1450 Marina Way South
Richmond, CA 94804
510-215-7009

John Henry High School
Tomika Johnson
Registrar
1402 Marina Way South
Richmond, CA 94804
510-235-2439

Benito Juarez Elementary School
Amira Elmukhtar
Dean of Instruction
1450 Marina Way South
Richmond, CA 94804
510-235-2465

Downtown Charter Academy
Gregg Pentony
Dean of Students
2000 Dennison Street
Oakland, CA 94606
510-535-1580



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Oakland Charter Academy

Greer Relphorde

Dean of Instruction

4215 Foothill Blvd.

Oakland, CA 94601

510-532-6751

Oakland Charter High School

Linda Eschen

Registrar

2433 Coolidge Avenue

Oakland, CA 94601

510-436-0101

The Foster and Mobile Youth Liaison shall be responsible for the following:



1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster youth.
2. Ensure proper transfer of credits, records, and grades when foster youth transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or monies owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's **ERH**, attorney, **county social worker**, and the appropriate representative of the county child welfare agency, **and an Indian child's ERH, tribal social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and**, at least ten (10) calendar days preceding the date of the following:
 - a. An expulsion hearing for a discretionary act under the Charter School's charter.
 - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's **ERH**, attorney, **county social worker**, **an Indian child's ERH**, **tribal social worker and if applicable, county social worker** and the agency representative will be invited to participate.



- c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is



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discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.

5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to principals, deans, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Chief Executive Officer or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to WIC sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

School Stability and Enrollment

The Charter School will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking re enrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not



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the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

1. ~~1.~~ For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. ~~2.~~ For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer



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school. “Indian custodian” is as the term is defined in Section 1903 of Title 25 of the United States Code.

Transportation

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall ~~50~~ collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program (“IEP”), the student’s IEP team will determine if the student requires special education transportation as a related service regardless of the student’s status.

Effect of Absences on Grades

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

- 1a. A decision by a court or placement agency to change the student’s placement, in which case the student’s grades shall be calculated as of the date the student left school.
- 2b. A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school²⁴, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed. ¶

The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

² For purposes of coursework completed by a student who is a child of a military family, “public school” includes schools operated by the United States Department of Defense.



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If a Foster and Mobile Youth transfers in or out of Charter School, Charter School shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

1. All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.
2. The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.
3. A complete record of the pupil's seat time, including both period attendance and days of enrollment.

If Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the pupil, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits pursuant to this paragraph. The prior local educational agency shall issue appropriate credits and provide all academic and other records to Charter School within two business days of the request.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless the Charter School, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

~~4 For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.~~

Applicability of Graduation Requirements

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board. However, Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and ~~pupils participating in a newcomer program~~ **newcomer pupils** who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high

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school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, ~~or the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school,~~ may be used, whichever will qualify the student for the exemption. For ~~a pupil participating in a newcomer program~~ **newcomer pupil**, enrollment in grade 11 or 12, ~~based on the average age of students in the third or fourth year of high school,~~ may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the **Foster and Mobile Youth** ~~foster youth~~ otherwise qualifies for the exemption.

If a student is exempted from the Charter School's additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in Educational Code section 51225.3 before the end of their fourth year of high school and that student would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of their fourth year of high school.

The Chief Executive Officer or designee shall notify **and consult with** a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the **Charter School's** additional graduation requirements. **The consultation shall include all of the following:**

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

~~, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution, and shall provide information about transfer opportunities available through the California Community Colleges. ¶~~

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall

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not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If a Foster and Mobile Youth ~~who was eligible for an exemption and 1) was is not properly notified of the availability of the exemption, exempted from additional graduation requirements or 2) has previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, at any time if an exemption is requested by the youth student or the student's ERH and the student at one time qualified youth qualifies for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated. Likewise, if the youth is exempted, the Charter School may not revoke the exemption.~~

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this ~~section~~Policy, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the ~~S~~student eligible while they ~~is~~are enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter ~~52~~ff

School's additional graduation requirements within the student's fifth year of high school, the Chief Executive Officer or designee shall:

1. ~~Inform~~Consult with the student and the student's ERH ~~of about~~ the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
ff
2. ~~Inform~~Consult with the student and the student's ERH about how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and ~~p~~Provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.
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5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is **not** eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the *following* academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall



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provide written notice to the pupil and the pupil's ERH of the pupil's options to:

- i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
- ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the ~~youth~~ student or by the ~~youth's~~ student's ERH.

Eligibility for Extracurricular Activities

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who the Charter School knows is ~~currently~~ in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

Student Records

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.



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Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this Policy, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.



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EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

Board Policy Number: 5001

Adopted: June 29, 2021

Revised: April 17, 2024

Introduction

The Governing Board of Amethod Public Schools (“AMPS” or the “Charter School”) recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School’s educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School’s local control and accountability plan (“LCAP”).

Definitions

- “*Foster youth*” means any of the following:
 1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code (“WIC”).
 2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child’s home by juvenile court).
 3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - c. The nonminor is participating in a transitional independent living case plan.
 5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.¹
 6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- “*Former juvenile court school pupil*” means a pupil who, upon completion of the pupil’s second year of high school, transfers from a juvenile court school to the Charter School, excluding a school

¹ The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school.

- “*Child of a military family*” refers to a student who resides in the household of an active duty military member.
- “*Currently Migratory Child*” refers to a child who, within the last 12-months, has moved with a

³ The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- “*Newcomer pupil*” is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.
- “*Educational Rights Holder*” (“ERH”) means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
- “*School of origin*” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, “school” as used in the definition of “school of origin” includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.
- “*Best interests*” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
- “*Partial coursework satisfactorily completed*” includes any portion of an individual course, even if the pupil did not complete the entire course.

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Within this Policy, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a newcomer pupil will be referred to collectively as “Foster and Mobile Youth.”

Foster and Mobile Youth Liaison

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following individuals from each school site as the Charter School’s liaison for Foster and Mobile Youth:

Richmond Charter Academy

Gabriela Lopez-Reifsnnyder
Dean of Students
 1450 Marina Way South
 Richmond, CA 94804
 510-215-7009

Downtown Charter Academy

Gregg Pentony
Dean of Students
 2000 Dennison Street
 Oakland, CA 94606
 510-535-1580

Benito Juarez Elementary School

Janice Galindo
Dean of Instruction
 1450 Marina Way South
 Richmond, CA 94804
 510-235-2465

Oakland Charter Academy

Philip Ellingberg
Site Director
 4215 Foothill Blvd.
 Oakland, CA 94601
 510-532-6751

John Henry High School

Omar Padilla
Dean of Students
 1402 Marina Way South
 Richmond, CA 94804
 510-235-2439

Oakland Charter High School

Linda Eschen
Registrar
 2433 Coolidge Avenue
 Oakland, CA 94601
 510-436-0101

The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster youth.
2. Ensure proper transfer of credits, records, and grades when foster youth transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or monies owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth

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Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.

4. When required by law, notify the foster youth's ERH, attorney, county social worker, and the appropriate representative of the county child welfare agency, and an Indian child's ERH, tribal social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and, at least ten (10) calendar days preceding the date of the following:
 - a. An expulsion hearing for a discretionary act under the Charter School's charter.
 - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker and the agency representative will be invited to participate.
 - c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to principals, deans, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Chief Executive Officer or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to WIC sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

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School Stability and Enrollment

The Charter School will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking re enrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile

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Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Transportation

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

Effect of Absences on Grades

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.
2. A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while

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attending another public school², a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed. The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

If a Foster and Mobile Youth transfers in or out of Charter School, Charter School shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

1. All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.
2. The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.
3. A complete record of the pupil's seat time, including both period attendance and days of enrollment.

If Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the pupil, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits pursuant to this paragraph. The prior local educational agency shall issue appropriate credits and provide all academic and other records to Charter School within two business days of the request.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless the Charter School, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

Applicability of Graduation Requirements

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board. However, Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year

² For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

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of high school, and newcomer pupils who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For newcomer pupil, enrollment in grade 11 or 12, based on the average age of students in the third or fourth year of high school, may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the Foster and Mobile Youth otherwise qualifies for the exemption.

If a student is exempted from the Charter School's additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in Educational Code section 51225.3 before the end of their fourth year of high school and that student would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of their fourth year of high school.

The Chief Executive Officer or designee shall notify and consult with a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the Charter School's additional graduation requirements. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

Amethod Public Schools

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated. If the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this Policy, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the student eligible while they are enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's additional graduation requirements within the student's fifth year of high school, the Chief Executive Officer or designee shall:

1. Consult with the student and the student's ERH about the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student and the student's ERH about how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework

Amethod Public Schools

requirements.

2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is **not** eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:
 - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
 - ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School

Amethod Public Schools

and pursuing additional coursework if requested by the student or by the student's ERH.

Eligibility for Extracurricular Activities

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who the Charter School knows is in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

Student Records

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this Policy, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

Amethod Public Schools

Coversheet

Approval of Revised Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy- 2024

Section: II. Consent

Item: I. Approval of Revised Title IX, Harassment, Intimidation, Discrimination,
and Bullying Policy- 2024

Purpose: Vote

Submitted by:

Related Material:

Redlined TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY
-2024 (4881-1167-5571.v1).docx - Google Docs.pdf

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY -2024 (48
81-1167-5571.v1).docx.pdf

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Board Policy #: 5008

Adopted/Ratified: April 21, 2021

Revision Date: ~~November 17, 2022~~ **[INSERT DATE]**

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Amethod Public Schools ~~–~~ (“AMPS” or the “Charter School”) prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as “misconduct prohibited by this Policy.”

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. AMPS school staff ~~that~~ **who** witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom AMPS does business, or any other individual, student, or volunteer. This Policy applies to all employees, students, ~~or~~ **and** volunteer actions and relationships, regardless of position or gender. AMPS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. AMPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):

Monica Smith

1450 Marina Way South

Richmond, CA 94804

Phone Number: (510) 965-4554

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Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106.) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;

Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or

“Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).



In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by AMPS.

AMPS is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student ¹ or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.

¹ "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of ~~his or her~~ **their** age, or for a person of his or her age with his or her exceptional needs.

3. Causing a reasonable student to experience a substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by AMPS.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation ~~and~~ or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of "Cyber sexual bullying" including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in AMPS's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that AMPS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in AMPS' education program or activity.

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Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

AMPS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

AMPS advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
4. To consider how it would feel receiving such comments before making comments about others online.

AMPS informs Charter School employees, students, and parents/guardians of AMPS's policies regarding the use of technology in and out of the classroom. AMPS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

AMPS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. AMPS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at AMPS and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

AMPS's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

AMPS informs AMPS employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.



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3. Professional Development

AMPS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other AMPS employees who have regular interaction with students.

AMPS informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by AMPS, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

AMPS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for AMPS’s students.

Grievance Procedures

1. Scope of Grievance Procedures

AMPS will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the AMPS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal

Amethod Public Schools

complaints of sexual harassment, AMPS will utilize the following grievance procedures in addition to its UCP when applicable.



2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Maria Arechiga
1450 Marina Way South
Richmond, CA 94804
Phone Number: (510) 436-0172
Email Address: marechiga@amethodschools.org

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. AMPS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Chief Executive Officer, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

AMPS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

AMPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will ~~receive sexual harassment training within six (6) months~~ of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any

Amethod Public Schools

individual designated as a coordinator, investigator or decision-maker, and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to AMPS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or AMPS's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. AMPS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of AMPS to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of AMPS, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:

Amethod Public Schools



HONOR HARD WORK

- A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
- A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
- A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
- A statement that AMPS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
 - AMPS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with AMPS's policies.
 - AMPS may remove a respondent from AMPS's education program or activity on an emergency basis, in accordance with AMPS's policies, provided that AMPS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
 - If a formal complaint of sexual harassment is filed, AMPS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If AMPS offers such a process, it will do the following:
 - Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - Obtain the parties' advance voluntary, written consent to the informal resolution process.
 - AMPS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
 - The decision-maker will not be the same person(s) as the Coordinator or the investigator. AMPS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.

Amethod Public Schools



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- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, AMPS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
 - If the investigation reveals that the alleged harassment did not occur in AMPS's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable AMPS policy.
 - AMPS may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at AMPS; or
 - The specific circumstances prevent AMPS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - If a formal complaint of sexual harassment or any of the claims therein are dismissed, AMPS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
 - AMPS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

Amethod Public Schools

- The findings of facts supporting the determination;
- The conclusions about the application of AMPS's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

5. Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from AMPS or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by AMPS in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find AMPS's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of AMPS's decision or resolution, submit a written appeal to the President of the AMPS Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will ~~also~~ apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and AMPS will implement appeal procedures equally for both parties.
- Within five (5) business days of AMPS' written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from AMPS' dismissal of a formal complaint or any allegations therein, on the following bases:
 - Procedural irregularity that affected the outcome of the matter;
 - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- AMPS will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.
-

7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location.

AMPS will maintain the following records for at least seven (7) years:

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- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING 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 AMPS 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 that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from the Charter School.

Signature of Complainant

Date: _____

Print Name

To be completed by the Charter School:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

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TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Board Policy #: 5008

Adopted/Ratified: April 21, 2021

Revision Date: April 17, 2024

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Amethod Public Schools ("AMPS" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. AMPS school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom AMPS does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender. AMPS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. AMPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

Maria Arechiga

1450 Marina Way South

Richmond, CA 94804

Phone Number: (510) 436-0172

Email Address: marechiga@amethodschools.org

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106.) and California state law prohibits discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;

Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or

“Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by AMPS.

AMPS is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student ¹ or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience substantial interference with the student's academic performance.
4. Causing a reasonable student to experience substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by AMPS.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a

¹ "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of their age, or for a person of his or her age with his or her exceptional needs.

telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of "Cyber sexual bullying" including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in AMPS's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that AMPS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in AMPS' education program or activity.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

AMPS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

AMPS advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
4. To consider how it would feel receiving such comments before making comments about others online.

AMPS informs Charter School employees, students, and parents/guardians of AMPS's policies regarding the use of technology in and out of the classroom. AMPS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

AMPS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. AMPS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at AMPS and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

AMPS's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

AMPS informs AMPS employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

AMPS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other AMPS employees who have regular interaction with students.

AMPS informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating



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- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by AMPS, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

AMPS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for AMPS’s students.

Grievance Procedures

1. Scope of Grievance Procedures

AMPS will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the AMPS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, AMPS will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Maria Arechiga
 1450 Marina Way South
 Richmond, CA 94804
 Phone Number: (510) 436-0172
 Email Address: marechiga@amethodschools.org

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. AMPS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Chief Executive Officer, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

AMPS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

AMPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker, and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to AMPS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or AMPS's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. AMPS will maintain as confidential any supportive measures

provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of AMPS to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of AMPS, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
 - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
 - A statement that AMPS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
 - AMPS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with AMPS's policies.
 - AMPS may remove a respondent from AMPS's education program or activity on an emergency basis, in accordance with AMPS's policies, provided that AMPS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution



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- If a formal complaint of sexual harassment is filed, AMPS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If AMPS offers such a process, it will do the following:
 - Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - Obtain the parties' advance voluntary, written consent to the informal resolution process.
- AMPS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
 - The decision-maker will not be the same person(s) as the Coordinator or the investigator. AMPS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
 - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
 - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
 - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
 - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
 - Prior to completion of the investigative report, AMPS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
 - The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
 - If the investigation reveals that the alleged harassment did not occur in AMPS's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable AMPS policy.
 - AMPS may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;

- The respondent is no longer employed or enrolled at AMPS; or
- The specific circumstances prevent AMPS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
- If a formal complaint of sexual harassment or any of the claims therein are dismissed, AMPS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
 - AMPS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;
 - The conclusions about the application of AMPS's code of conduct to the facts;
 - The decision and rationale for each allegation;
 - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
 - The procedures and permissible bases for appeals.

5. Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from AMPS or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by AMPS in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find AMPS's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of AMPS's decision or resolution, submit a written appeal to the President of the AMPS Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and AMPS will implement appeal procedures equally for both parties.
- Within five (5) business days of AMPS' written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).

- The complainant and respondent may appeal from a determination regarding responsibility, and from AMPS' dismissal of a formal complaint or any allegations therein, on the following bases:
 - Procedural irregularity that affected the outcome of the matter;
 - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- AMPS will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.
-

7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location.

AMPS will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.



TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING 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 AMPS 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 that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from the Charter School.

Signature of Complainant

Date: _____

Print Name

To be completed by the Charter School:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Coversheet

Approval of Revised Search and Seizure Policy- 2024

Section: II. Consent
Item: J. Approval of Revised Search and Seizure Policy- 2024
Purpose: Vote
Submitted by:
Related Material:
Redlined Search and Seizure Policy -2024 (4863-5308-3315.v1).docx - Google Docs.pdf
Search and Seizure Policy -2024 (4863-5308-3315.v1).docx.pdf

CAMPUS SEARCH & SEIZURE POLICY

Board Policy Number: 5039

Adopted: June 2, 2021

Revised: ~~November 17, 2022~~ [INSERT DATE]

Statement of Findings

Amethod Public Schools (“AMPS” or the “Charter School”) recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School adopts this Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

Definitions

- “*Reasonable Suspicion*” means a sufficient probability that the search will reveal evidence the student has violated or is violating the law **or Charter School rules or regulations**. Certainty is not required. Articulate facts must support a school official’s reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch.
- A “*violation of either the law or Charter School rules and regulations*” includes, but is not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in Charter School rules or regulations.
- “*Personal electronic device*” means a device that stores, generates, or transmits information in electronic form, and is not owned or otherwise loaned to the student by Charter School.
- “*Electronic communication*” means the transfer of signs, signals, writings, images, sounds, data, or intelligence of any nature in whole or in part by a wire, radio, electromagnetic, photoelectric, or photo-optical system.
- “*Electronic communication information*” means any information about an electronic communication or the use of an electronic communication service, including, but not limited to, the contents, sender, recipients, format, or location of the sender or recipients at any point during the communication, the time or date the communication was created, sent, or received, or any information pertaining to any individual or **personal** device participating in the communication, including, but not limited to, an IP address.

Notice

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Written notice of this Policy shall be provided to students and their parents and/or guardians at the start of each school year and/or upon enrollment during the school year. A summary of this Policy shall also be placed in the Student Handbook and other materials, as appropriate, to be disseminated by the Charter School to students, parents and/or guardians and Charter School employees. In addition, the Charter School shall place signs and/or other posted notifications on campus regarding this policy, as appropriate.

Student Searches - Generally

A Charter School official (e.g., administrator, employee, teacher, school police officer, and/or employee), may conduct a reasonable search of a student's person and/or personal effects (e.g., backpack, purse, etc.) if a school official has reasonable suspicion that the student is engaged in or has engaged in illegal activity or a violation of Charter School rules and regulations. Whether a search is reasonable depends on the context within which a search takes place. The Charter School official must assess the reliability of the student or person providing the information, the degree of danger to others, and the immediacy of the need for a search.

The search of a student and/or of their personal effects must be:

1. **Justified at its Inception:** There are reasonable grounds for suspecting the search will turn up evidence that the student is violating or has violated the law or Charter School rules. Articulable facts must support a Charter School official's reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch; and
2. **Reasonable in Scope:** The measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

Searches of Private Electronic Devices

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by Charter School officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

Nothing in this Policy prohibits the Charter School from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

Required Conduct of Searches:

Additionally, any search of a student and/or of their personal effects shall be:

1. Conducted in the presence of at least one (1) other adult witness, whenever possible;
2. Conducted out of the presence of other students to maintain student confidentiality;
3. Conducted in a manner that does not involve:

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- a. Conducting a body cavity search of a student manually or with an instrument; or
 - b. Removing or arranging any or all of the clothing of a student to permit visual inspection of the underclothing, breast, buttocks, or genitalia of the student.
4. Documented by keeping a log of the search methods as well as a written description and/or pictures of any prohibited or illegal items ultimately seized as a result of the search.

Student Use Areas

Student use areas, including, but not limited to, instructional and recreational space, are considered Charter School property and remain at all times under the control of Charter School. Periodic general inspections of instructional space and other areas of the school may be conducted by Charter School officials for any reason at any time without notice.

Canine Searches

AMPS officials, including campus security or school police/resource officers, may use trained detection dogs in inspections of unaccompanied belongings for illegal, unauthorized or contraband materials in school facilities and around school grounds. All dogs must be accompanied by a qualified and authorized trainer who will be responsible for the dog's actions and who can verify the reliability and accuracy in sniffing out contraband. Trained detection dogs may sniff all unaccompanied locations, including, but not limited to: lockers, student use areas, vehicles, unattended backpacks and other student belongings, and other inanimate objects throughout school property. Prior to initiating a search, Charter School officials must have reasonable suspicion of a schoolwide concern.

An indication by the dog that illegal, unauthorized or contraband materials are present on school property shall constitute reasonable suspicion, authorizing school officials to search the area or other inanimate object and closed containers and objects within, without securing the consent of the student.

AMPS shall not use dogs to search a student's person without individualized reasonable suspicion of illegal, unauthorized, or contraband material. If a dog alerts on a student's person, the alert shall constitute reasonable suspicion for a lawful search and all applicable law and policy discussed herein shall be followed in the subsequent search.

Lockers

Student lockers, including P.E. lockers are school property and remain at all times under the control of Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials.

The acceptance and use of locker facilities on school campuses by any student shall constitute consent by the student to the search of such locker facilities by authorized Charter School personnel and/or law enforcement. Inspections of lockers may be conducted by Charter School personnel and/or law enforcement through the use of trained dogs as described above.

Seizure of Illegal, Unauthorized, or Contraband Materials

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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.

Discipline

If illegal, unauthorized or contraband materials are discovered during a search, including but not limited to searches conducted by Charter School officials or trained detection dogs, AMPS may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with Charter School's discipline policies and procedures. Charter School shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband.

Video Surveillance and Other Recording Devices

AMPS may utilize video surveillance devices in all common areas of the school campus including, but not limited to, outdoor spaces, entrances and exits, parking lots, stairwells, hallways, classrooms, the main office, school buses, and any other commonly used spaces. Charter School shall not utilize video surveillance devices in private spaces such as restrooms and locker rooms. Charter School's intent and purpose in utilizing video surveillance devices is to ensure student and staff health, welfare, and safety in order to maintain safe and orderly conduct throughout the school day.

AMPS shall not use audio recording where there is an expectation of privacy without prior consent of all parties subject to recording. Students, staff, parents, and other members of the public are similarly prohibited from audio recording on Charter School campus without prior consent. This policy does not prohibit the Charter School from recording classes as needed for student achievement nor any other permissible audio recording by the Charter School otherwise provided under the law.

Video surveillance recordings are not considered student education records unless the recording is maintained and (1) intended for use in a disciplinary action or proceeding, (2) depicts an activity that shows a student violating the law, (3) shows a student getting injured, attacked, victimized, ill, or having a health emergency, (4) contains personally identifiable information from a student's educational record. A video surveillance recording is not considered a student's education record when the student's image is incidental to the activity shown in the recording or when the student is participating in a public activity.

AMPS shall comply with all state and federal law regarding access to, review, and disclosure of student records, including Family Educational Rights and Privacy Act ("FERPA"). This includes compliance with lawful requests under the California Public Records Act, from law enforcement, and other appropriate agencies. Charter School will evaluate the legality of any requests in advance of disclosure and will comply with all notice requirements under FERPA.

Temperature Screening

In light of the novel coronavirus ("COVID-19") health emergency, AMPS shall temperature screen individuals, as necessary, in accordance with all applicable law and state and local health orders to prevent the spread of COVID-19. The Charter School will follow its COVID-19 Prevention Policy and/or Comprehensive School Safety Plan which outlines the temperature screening requirements.

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CAMPUS SEARCH & SEIZURE POLICY

Board Policy Number: 5039

Adopted: June 2, 2021

Revised: April 17, 2024

Statement of Findings

Amethod Public Schools (“AMPS” or the “Charter School”) recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School adopts this Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

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Seizure of Illegal, Unauthorized, or Contraband Materials

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.

Discipline

If illegal, unauthorized or contraband materials are discovered during a search, including but not limited to searches conducted by Charter School officials or trained detection dogs, AMPS may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with Charter School's discipline policies and procedures. Charter School shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband.

Video Surveillance and Other Recording Devices

AMPS may utilize video surveillance devices in all common areas of the school campus including, but not limited to, outdoor spaces, entrances and exits, parking lots, stairwells, hallways, classrooms, the main office, school buses, and any other commonly used spaces. Charter School shall not utilize video surveillance devices



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in private spaces such as restrooms and locker rooms. Charter School's intent and purpose in utilizing video surveillance devices is to ensure student and staff health, welfare, and safety in order to maintain safe and orderly conduct throughout the school day.

AMPS shall not use audio recording where there is an expectation of privacy without prior consent of all parties subject to recording. Students, staff, parents, and other members of the public are similarly prohibited from audio recording on Charter School campus without prior consent. This policy does not prohibit the Charter School from recording classes as needed for student achievement nor any other permissible audio recording by the Charter School otherwise provided under the law.

Video surveillance recordings are not considered student education records unless the recording is maintained and (1) intended for use in a disciplinary action or proceeding, (2) depicts an activity that shows a student violating the law, (3) shows a student getting injured, attacked, victimized, ill, or having a health emergency, (4) contains personally identifiable information from a student's educational record. A video surveillance recording is not considered a student's education record when the student's image is incidental to the activity shown in the recording or when the student is participating in a public activity.

AMPS shall comply with all state and federal law regarding access to, review, and disclosure of student records, including Family Educational Rights and Privacy Act ("FERPA"). This includes compliance with lawful requests under the California Public Records Act, from law enforcement, and other appropriate agencies. Charter School will evaluate the legality of any requests in advance of disclosure and will comply with all notice requirements under FERPA.

Temperature Screening

In light of the novel coronavirus ("COVID-19") health emergency, AMPS shall temperature screen individuals, as necessary, in accordance with all applicable law and state and local health orders to prevent the spread of COVID-19. The Charter School will follow its COVID-19 Prevention Policy and/or Comprehensive School Safety Plan which outlines the temperature screening requirements.

Coversheet

Approval of Revised Nondiscrimination Statement- 2024

Section: II. Consent
Item: K. Approval of Revised Nondiscrimination Statement- 2024
Purpose: Vote
Submitted by:
Related Material:
Redlined Nondiscrimination Statement - 2024 (4887-7221-2659.v1).docx - Google Docs.pdf
Nondiscrimination Statement - 2024 (4887-7221-2659.v1).docx.pdf



HONOR HARD WORK

NONDISCRIMINATION STATEMENT

Board Policy Number: 0000-11

Adopted: 2005

Revised: [INSERT DATE]

Amethod Public Schools (“AMPS” or the “Charter School”) does not discriminate against any person on the basis of actual or perceived disability (mental or physical), gender, gender identity, gender expression, nationality, national origin, ancestry, race or ethnicity, citizenship, immigration status, creed, religious affiliation, sexual orientation, pregnancy status, childbirth, medical condition, marital status, age, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code or otherwise protected by federal, state, local law, ordinance or regulation.

The AMPS Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

AMPS does not discourage students from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with AMPS’s charter and relevant policies.

AMPS does not request nor require student records prior to a student’s enrollment.

AMPS is committed to providing a work and educational atmosphere that is free of unlawful harassment and discrimination. AMPS adheres to all provisions of federal law, including but not limited to, Title IX of the Education Amendments of 1972 (sex), Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), the Age Discrimination Act of 1975, the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), and Section 504 of the Rehabilitation Act of 1973.

AMPS adheres to the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), as amended by the ADA Amendments Act 2008, and its implementing regulations at 28 C.F.R. 35.101-190, which prohibits discrimination on the basis of mental or physical disability in any program, activity, or employment opportunity offered by AMPS.

AMPS does not condone or tolerate harassment of any type, including but not limited to unlawful discrimination, intimidation, or bullying, including cyber sexual bullying or sexual harassment, by any employee; independent contractor or other person with whom the Charter School does business; student; volunteer; or community member regardless of position or gender. AMPS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer.

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HONOR HARD WORK

The lack of English language skills will not be a barrier to admission or participation in AMPS's programs or activities. AMPS prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

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HONOR HARD WORK

NONDISCRIMINATION STATEMENT

Board Policy Number: 0000-11

Adopted: 2005

Revised: April 17, 2024

Amethod Public Schools (“AMPS” or the “Charter School”) does not discriminate against any person on the basis of actual or perceived disability (mental or physical), gender, gender identity, gender expression, nationality, national origin, ancestry, race or ethnicity, citizenship, immigration status, creed, religious affiliation, sexual orientation, pregnancy status, childbirth, medical condition, marital status, age, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code or otherwise protected by federal, state, local law, ordinance or regulation.

The AMPS Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

AMPS does not discourage students from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with AMPS’s charter and relevant policies.

AMPS does not request nor require student records prior to a student’s enrollment.

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AMPS adheres to the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), as amended by the ADA Amendments Act 2008, and its implementing regulations at 28 C.F.R. 35.101-190, which prohibits discrimination on the basis of mental or physical disability in any program, activity, or employment opportunity offered by AMPS.

AMPS does not condone or tolerate harassment of any type, including but not limited to unlawful discrimination, intimidation, or bullying, including cyber sexual bullying or sexual harassment, by any employee; independent contractor or other person with whom the Charter School does business; student; volunteer; or community member regardless of position or gender. AMPS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer.

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HONOR HARD WORK

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Coversheet

Approval of Revised Visitation and Volunteer Policy- 2024

Section: II. Consent
Item: L. Approval of Revised Visitation and Volunteer Policy- 2024
Purpose: Vote
Submitted by:
Related Material:
Redlined 5028_Visitation_and_Volunteer_Policy - 2024 (4861-4657-8867.v1).docx - Google Docs.p
df
5028 Visitation and Volunteer Policy- 2024 (4861-4657-8867.v1).docx.pdf

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HONOR HARD WORK

~~Board Policy #: [5028]~~

~~Adopted/Ratified: [June 29, 2021]~~

~~Revision Date: [June 29, 2021]~~

VISITATION AND VOLUNTEER POLICY

Board Policy #: 5028

Adopted/Ratified: June 29, 2021

Revision Date: [INSERT DATE]

While Amethod Public School (“AMPS” or the “Charter School”) encourages parents/guardians and interested members of the community to visit the Charter School and view the educational program, AMPS also endeavors to create a safe environment for students and staff. Additionally, parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, the AMPS Board of Directors has established the following procedures, to facilitate volunteering and visitations during regular school days:

Definitions

- A “*visitor*” is defined as any person seeking to enter the school building who is not an employee of the Charter School or a student currently enrolled in that building. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.
- A “*volunteer*” is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with AMPS a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the AMPS Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with pupils.

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HONOR HARD WORK

~~Board Policy #: [5028]~~

~~Adopted/Ratified: [June 29, 2021]~~

~~Revision Date: [June 29, 2021]~~

3. Volunteering must be arranged with the classroom teacher and Site Director or designee, at least forty-eight (48) hours in advance.
4. A volunteer may not volunteer in the classroom for more than three (3) hours per month.
5. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide the volunteer may leave their volunteer position for that day.
6. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.
7. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
8. Volunteerism by parents is encouraged but not mandatory. Any volunteer hours are tracked for purposes of maintaining data on the parent participation at the School.
9. This Policy does not authorize AMPS to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Visitation

1. Visits during school hours should first be arranged with the teacher and Site Director or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-eight (48) hours in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the approval of the classroom teacher and the Site Director or designee.
2. All visitors (including volunteers) shall register in the Visitors Log Book and complete a Visitor's Permit in the main office immediately upon entering any school building or grounds when during regular school hours. When registering, the visitor is required to provide ~~his/her~~their name, address, age (if under 21), ~~his/her~~their purpose for entering school grounds, and proof of identity.
3. ~~AMPS complies with all applicable health and safety guidelines and orders issued by federal, state, or local governments or health departments.~~ All visitors are asked to comply with current mandated and recommended

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HONOR HARD WORK

~~Board Policy #: [5028]~~

~~Adopted/Ratified: [June 29, 2021]~~

~~Revision Date: [June 29, 2021]~~

health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g. fever, coughing) may be denied registration. When recommended or ~~requested~~ **required** by the **State or County** Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and ~~practice social~~ **adhere to physical** distancing **protocols**. AMPS reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

4. If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. AMPS shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by AMPS, consistent with the law. The AMPS Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.
5. For purposes of school safety and security, the Site Director or designee may design a visible means of identification for visitors while on school premises.
6. **If AMPS serves students in grades 9-12, inclusive, and provides on-campus access to employers, it shall not prohibit access to the military services. "Military services" includes the United States Army, the United States Navy, the United States Air Force, the United States Marine Corps, the United States Coast Guard, the United States Space Force, or any reserve component of those federal forces, the National Guard, the State Guard, and the active militia.**
7. Except for unusual circumstances, approved by the Site Director, AMPS visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per semester.
8. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Site Director's written permission.
9. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.
10. The Site Director, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.

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~~Board Policy #: [5028]~~

~~Adopted/Ratified: [June 29, 2021]~~

~~Revision Date: [June 29, 2021]~~

11. The Site Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds.
12. The Site Director may direct a visitor without lawful business on campus to leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school or disrupt the school or its pupils or school activities.
13. Any visitor who is directed to leave by the ~~Site Director or designee~~ will not be permitted to return to the Charter School campus for at least seven (7) days. ~~When a visitor is directed to leave, the Site Director or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.~~
14. The Site Director or designee may withdraw consent to be on campus for up to fourteen (14) days even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt AMPS's orderly operation. Consent ~~shall~~ ~~may~~ be reinstated ~~at the discretion of the Executive Director prior to the expiration of the fourteen (14) calendar day timeline~~ whenever the Site Director has reason to believe that the presence of the person will not constitute a substantial and material ~~threat~~ to the orderly operation of the School campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Executive Director shall grant such a hearing not later than seven (7) days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.
15. The Site Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the Site or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.
16. At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the Site Director or designee is located, and what route to take to that office, and setting forth the penalties for violation of this Policy.
17. The Site Director or designee may seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.

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~~Board Policy #: [5028]~~

~~Adopted/Ratified: [June 29, 2021]~~

~~Revision Date: [June 29, 2021]~~

2. Under California Education Code section 44811, any parent, guardian, or other person whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to AMPS's pursuit of a restraining order against a visitor, which would prohibit ~~him/her~~ the visitor from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

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HONOR HARD WORK

VISITATION AND VOLUNTEER POLICY

Board Policy #: 5028

Adopted/Ratified: June 29, 2021

Revision Date: April 17, 2024

While Amethod Public School (“AMPS” or the “Charter School”) encourages parents/guardians and interested members of the community to visit the Charter School and view the educational program, AMPS also endeavors to create a safe environment for students and staff. Additionally, parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, the AMPS Board of Directors has established the following procedures, to facilitate volunteering and visitations during regular school days:

Definitions

- A “*visitor*” is defined as any person seeking to enter the school building who is not an employee of the Charter School or a student currently enrolled in that building. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.
- A “*volunteer*” is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with AMPS a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the AMPS Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with pupils.
3. Volunteering must be arranged with the classroom teacher and Site Director or designee, at least forty-eight (48) hours in advance.
4. A volunteer may not volunteer in the classroom for more than three (3) hours per month.

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5. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide the volunteer may leave their volunteer position for that day.
6. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act (“FERPA”) Policy.
7. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
8. Volunteerism by parents is encouraged but not mandatory. Any volunteer hours are tracked for purposes of maintaining data on the parent participation at the School.
9. This Policy does not authorize AMPS to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Visitation

1. Visits during school hours should first be arranged with the teacher and Site Director or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-eight (48) hours in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the approval of the classroom teacher and the Site Director or designee.
2. All visitors (including volunteers) shall register in the Visitors Log Book and complete a Visitor’s Permit in the main office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their name, address, age (if under 21), their purpose for entering school grounds, and proof of identity.
3. AMPS complies with all applicable health and safety guidelines and orders issued by federal, state, or local governments or health departments. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g. fever, coughing) may be denied registration. When recommended or required by the State or County Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and adhere to physical distancing protocols. AMPS reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.
4. If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will

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also be asked to produce any documentation that authorizes school access. AMPS shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by AMPS, consistent with the law. The AMPS Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

5. For purposes of school safety and security, the Site Director or designee may design a visible means of identification for visitors while on school premises.
6. If AMPS serves students in grades 9-12, inclusive, and provides on-campus access to employers, it shall not prohibit access to the military services. "Military services" includes the United States Army, the United States Navy, the United States Air Force, the United States Marine Corps, the United States Coast Guard, the United States Space Force, or any reserve component of those federal forces, the National Guard, the State Guard, and the active militia.
7. Except for unusual circumstances, approved by the Site Director, AMPS visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per semester.
8. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Site Director's written permission.
9. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.
10. The Site Director, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
11. The Site Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds.
12. The Site Director may direct a visitor without lawful business on campus to leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school or disrupt the school or its pupils or school activities.
13. Any visitor who is directed to leave by the Site Director or designee will not be permitted to return to the Charter School campus for at least seven (7) days. When a visitor is directed to leave, the Site Director or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.

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14. The Site Director or designee may withdraw consent to be on campus for up to fourteen (14) days even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt AMPS's orderly operation. Consent may be reinstated at the discretion of the Executive Director prior to the expiration of the fourteen (14) calendar day timeline whenever the Site Director has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the School campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Executive Director shall grant such a hearing not later than seven (7) days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.
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17. The Site Director or designee may seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any parent, guardian, or other person whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to AMPS's pursuit of a restraining order against a visitor, which would prohibit the visitor from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

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Coversheet

Approval of Revised Independent Studies Policy AB 130 Compliant- 2024

Section: II. Consent
Item: M. Approval of Revised Independent Studies Policy AB 130 Compliant-
2024
Purpose: Vote
Submitted by:
Related Material:
Redlined 5014_Independent_Studies_Policy___AB_130_Compliant - 2024 (4859-3615-1217.v1).do
cx - Google Docs.pdf
5014_Independent_Studies_Policy___AB_130_Compliant - 2024 (4859-3615-1217.v1).docx.pdf



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Board Policy Number: 5014

Adopted: August 2, 2021

Revised: ~~August 2, 2021~~ [INSERT DATE]

Amethod Public Schools Independent Study Policy

AMPS Charter School may offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an optional alternative education in which no student may be required to participate and is designed to teach the knowledge and skills of the core curriculum. AMPS will enforce the adopted Independent Study Policy in consideration that excessive leniency of these terms can result in pupils falling far behind their peers as to increase, rather than decrease, the risk of their dropping out of school. AMPS Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

The following written policies have been adopted by the Board for implementation at the Charter School:

1. For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.
2. The Principal or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete three (3) assignments during any period of five (5) school days.
 - b. In the event the pupil's educational progress falls below satisfactory levels as determined by the Charter School's SST processes, which considers ALL of the following indicators:
 - i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.

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- iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School shall provide content aligned to grade level standards that is ~~provided at a level of quality and intellectual challenge~~ substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
4. ~~For pupils who participate in independent study for fifteen (15) or more days in a school year, the~~ The Charter School has adopted tiered reengagement strategies* for all the following pupils ~~who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures are as follows:~~
 - a. All pupils who are not generating attendance for more than ~~three (3) school days or 60%~~ 10 percent of the required minimum instructional ~~days~~ time over four continuous weeks of the Charter School's approved instructional calendar;
 - b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school ~~week, or~~ month as applicable by grade span; or
 - c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil;
 - b. Notification to parents or guardians of lack of participation within one school day of the recording of a nonattendance day ~~absence~~ or lack of participation;
 - c. A plan for ~~o~~ Outreach from the Charter School to determine pupil needs including connection with health and social services as necessary;
 - d. ~~When the evaluation described above under paragraph 2.b.iv. is triggered to consider whether remaining in independent study is in the best interest of the pupil, A clear standard for requiring a pupil-parent-educator~~ conference shall be required to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being,* consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747. ~~This conference shall be a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.~~
5. ~~For pupils who participate in independent study for fifteen (15) or more days in a school year, the~~ The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction*:

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- a. For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:

- b. 



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- i. “Synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
 - ii. The supervising teacher will deliver daily synchronous instruction to the pupil;
 - iii. Instruction will be delivered primarily as classroom-style instruction, through a hybrid classroom;
 - iv. When classroom-style instruction is not possible, instruction will be delivered as one-on-one instruction, in the form of zoom meetings or other form of live communication between the pupil and the supervising teacher.
- c. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil’s assigned supervising teacher shall be as follows:
 - i. “Synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
 - ii. “Live interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.
 - iii. The supervising teacher will deliver weekly synchronous instruction to the pupil;
 - iv. Instruction will be delivered primarily as classroom-style instruction, through a hybrid classroom;
 - v. When classroom-style instruction is not possible, instruction will be delivered as one-on-one instruction, in the form of zoom meetings or other form of live communication between the pupil and the supervising teacher.



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- ~~vi. A staff member at the Charter School will provide daily live interaction with the pupil;~~
- vii. Interactions will occur through zoom meetings, phone calls, or another type of two-way communication between the pupil and the staff member.
- d. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:
 - i. "Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
 - ii. The supervising teacher will deliver weekly synchronous instruction to the pupil;
 - iii. Instruction will be delivered primarily as classroom-style instruction, through a hybrid classroom;
 - iv. When classroom-style instruction is not possible, instruction will be delivered as one-on-one instruction, in the form of zoom meetings or other form of live communication between the pupil and the supervising teacher.
- 6. ~~For students who participate in independent study for fifteen (15) or more days in a school year, the~~ The following plan* shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days:
 - a. The Charter School will alert front office staff and the pupil's teachers that the pupil will be returning to in-person instruction;
 - b. The Charter School will provide the pupil with their weekly schedule and any other necessary material;
 - c. The Charter School will check-in with the student, the morning of return, to ensure the pupil is ready for classes;
 - d. The Charter School will monitor the pupil's progress for two weeks and check-in with the pupil at least twice over the two-week period.

* The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction (paragraphs 4, 5, and 6 above) shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year and pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. The tiered reengagement strategies shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

- 7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:

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- a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
- b. The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
- c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted pursuant to Education Code Section 51747 subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- i. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - i. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and

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effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

j. ~~Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having~~

k. ~~_____~~

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~~responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.¶~~

- ~~8. AMPS Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter School's Act of 1992 and the State Board of Education regulations adopted there under.~~
9. Independent Study will be offered to any student impacted by any of the emergency conditions set forth in Education Code section 46392 within 10 days of the first day of a school closure or material decrease in AMPS average daily attendance. In such emergency circumstances, independent study master agreements will be executed within a reasonable amount of time from the first day of the school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to Education Code section 56345(a)(9) and may participate in an independent study program.
10. The ~~Principal-CEO shall~~ may establish regulations to implement these policies in accordance with the law.

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Board Policy Number: 5014

Adopted: August 2, 2021

Revised: April 17, 2024

Amethod Public Schools Independent Study Policy

AMPS Charter School may offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an optional alternative education in which no student may be required to participate and is designed to teach the knowledge and skills of the core curriculum. AMPS will enforce the adopted Independent Study Policy in consideration that excessive leniency of these terms can result in pupils falling far behind their peers as to increase, rather than decrease, the risk of their dropping out of school. AMPS Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

The following written policies have been adopted by the Board for implementation at the Charter School:

1. For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.
2. The Principal or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete three (3) assignments during any period of five (5) school days.
 - b. In the event the pupil's educational progress falls below satisfactory levels as determined by the Charter School's SST processes, which considers ALL of the following indicators:
 - i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
4. The Charter School has adopted tiered reengagement strategies* for the following pupils:
5. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;

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6. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
7. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil;
 - b. Notification to parents or guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation;
 - c. A plan for outreach from the Charter School to determine pupil needs including connection with health and social services as necessary;
 - d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
8. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction*:
- a. For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:
 - i. "Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
 - ii. The supervising teacher will deliver daily synchronous instruction to the pupil;
 - iii. Instruction will be delivered primarily as classroom-style instruction, through a hybrid classroom;
 - iv. When classroom-style instruction is not possible, instruction will be delivered as one-on-one instruction, in the form of zoom meetings or other form of live communication between the pupil and the supervising teacher.
 - b. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:
 - i. "Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
 - ii. "Live interaction" means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.
 - iii. The supervising teacher will deliver weekly synchronous instruction to the pupil;

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- iv. Instruction will be delivered primarily as classroom-style instruction, through a hybrid classroom;
 - v. When classroom-style instruction is not possible, instruction will be delivered as one-on-one instruction, in the form of zoom meetings or other form of live communication between the pupil and the supervising teacher.
 - vi. A staff member at the Charter School will provide daily live interaction with the pupil;
 - vii. Interactions will occur through zoom meetings, phone calls, or another type of two-way communication between the pupil and the staff member.
- c. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:
- i. "Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
 - ii. The supervising teacher will deliver weekly synchronous instruction to the pupil;
 - iii. Instruction will be delivered primarily as classroom-style instruction, through a hybrid classroom;
 - iv. When classroom-style instruction is not possible, instruction will be delivered as one-on-one instruction, in the form of zoom meetings or other form of live communication between the pupil and the supervising teacher.
9. The following plan* shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days:
- a. The Charter School will alert front office staff and the pupil's teachers that the pupil will be returning to in-person instruction;
 - b. The Charter School will provide the pupil with their weekly schedule and any other necessary material;
 - c. The Charter School will check-in with the student, the morning of return, to ensure the pupil is ready for classes;
 - d. The Charter School will monitor the pupil's progress for two weeks and check-in with the pupil at least twice over the two-week period.
- * The tiered re-engagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction (paragraphs 4, 5, and 6 above) shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year and pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. The tiered re-engagement strategies shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.
10. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
- a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's

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academic progress.

- b. The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
- c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted pursuant to Education Code Section 51747 subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- i. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - i. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

11. AMPS Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter School's Act of 1992 and the State Board of Education regulations adopted there under.

12. Independent Study will be offered to any student impacted by any of the emergency conditions set forth in

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Education Code section 46392 within 10 days of the first day of a school closure or material decrease in AMPS average daily attendance. In such emergency circumstances, independent study master agreements will be executed within a reasonable amount of time from the first day of the school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to Education Code section 56345(a)(9) and may participate in an independent study program.

13. The CEO may establish regulations to implement these policies in accordance with the law.

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Coversheet

Approval of Revised Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education- 2024

Section: II. Consent

Item: N. Approval of Revised Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education- 2024

Purpose: Vote

Submitted by:

Related Material:

Redlined Section_504_Policy_Procedures_and_Parent_Rights_Regarding_Identification_Evaluation_and_Education - 2024 (4860-7224-4912.v1).docx - Google Docs.pdf

Section_504_Policy_Procedures_and_Parent_Rights_Regarding_Identification_Evaluation_and_Education - 2024 (4860-7224-4912.v1).docx.pdf



SECTION 504: POLICY, PROCEDURES, AND PARENT RIGHTS REGARDING IDENTIFICATION, EVALUATION AND EDUCATION

Board Policy #: 5004

Adopted/Ratified: June 16, 2021

Revision Date: [INSERT DATE]

A. SECTION 504 POLICY

The Board of Directors of Amethod Public Schools (“AMPS” or the “Charter School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education (“FAPE”) and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a ~~free, appropriate public education (“FAPE”)~~FAPE.

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 (“IDEA”).

The Charter School’s Chief Executive Officer or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy’s corresponding procedures.

A Section 504 Team will be convened to determine the student’s need for regular or special ¶
education and/or related aids and services. The 504 Team will include persons knowledgeable ¶

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about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If AMPS does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. AMPS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. AMPS shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability or any other characteristic protected under law. AMPS will implement this policy through its corresponding procedures.

B. SECTION 504 PROCEDURES

A. Definitions

1. **Academic Setting** – the regular, educational environment operated by AMPS.
2. **Individual with a Disability under Section 504** – An individual who:
 - a. has a physical or mental impairment that substantially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.

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4. **504 Plan** – is a plan developed to identify and document the student’s needs for regular or special education and related aids and services for participation in educational programs, activities, and school–sponsored events.
5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.
7. **Physical or Mental Impairment** –
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
 - b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
8. **504 Coordinator** – The Site Director at each site shall serve as the Charter School’s Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at the school’s phone number.

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9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
 10. **Is regarded as having an impairment** - means
 - a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
 - b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.
- B. Referral, Assessment and Evaluation Procedures
1. AMPS will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
 2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.
 3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.
 4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
 5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs

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the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

6. The 504 Team will consider the following information in its evaluation of the student:
 - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
 - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
 - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a ~~free appropriate public education~~FAPE. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could

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include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.

9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.

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6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
 7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
 8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
 9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
 10. AMPS shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting school, AMPS shall schedule a 504 Team meeting to review the existing 504 Plan. AMPS shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.
 11. A parent, guardian, or AMPS shall have the right to audio record the proceedings of any team meetings held pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794). The parent or guardian or AMPS shall notify the members of the team of the parent's, guardian's, or AMPS's intent to audio record a meeting at least 24 hours before the meeting. If AMPS initiates the notice of intent to audio record a meeting and the parent or guardian objects or refuses to attend the meeting because it will be audio recorded, the meeting shall not be audio recorded.
- D. Review of the Student's Progress
1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
 2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.
- E. Procedural Safeguards
1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:

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- Examine relevant records
- Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
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- Have the right to file a Uniform Complaint pursuant to Charter School policy
 - Seek review in federal court if the parents/guardians disagree with the hearing decision.
2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Anjelica Zermeño
Benito Juarez Elementary & Richmond
Charter Academy 1450 Marina Way South
Richmond, CA 94804
(510) 215-7009

Allyson Schoolcraft & Natalie Garcia John
Henry High School
1402 Marina Way South Richmond, CA
94804
(510) 235-2439

Claudia Lee
Downtown Charter Academy
2000 Dennison Street
Oakland, CA 94606
(510) 535-1580

Phillip Ellingberg
Oakland Charter Academy
4215 Foothill Blvd.
Oakland, CA 94601
(510) 532-6751

Eric Becker
Oakland Charter High School
2433 Coolidge Ave.
Oakland, CA 94601
(510) 436-0101

Notifications shall also advise that reimbursement for attorney's fees is available  only as authorized by law.

3. The Chief Executive Officer or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with AMPS or any district within the El Dorado County SELPA, Contra Costa County Office of Education or the Alameda County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the

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matter.



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4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:
 - The specific decision or action with which the parent/guardian disagrees.
 - The changes to the 504 Plan the parent/guardian seeks.
 - Any other information the parent/guardian believes is pertinent.
5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:
 - Mediation by a neutral third party.
 - Review of the 504 Plan by the Chief Executive Officer or designee.
6. Within ten (10) calendar days of receiving the parent/guardian's request, the Chief Executive Officer or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Chief Executive Officer.
7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Chief Executive Officer.
8. The parent/guardian and the School shall be afforded the rights to:
 - Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.



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- Present written and oral evidence.
 - Question and cross-examine witnesses.
 - Receive written findings by the hearing officer.
9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
 10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
 11. AMPS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

F. Suspension and Expulsion, Special Procedures for Students with Disabilities

AMPS shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. AMPS will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.



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¶ appropriate, a functional behavioral assessment (“FBA”) and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting. ¶

2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, AMPS, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

If AMPS, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If AMPS, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan (“BIP”) for such child, provided that AMPS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and

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- c. Return the child to the placement from which the child was removed, unless the parent and AMPS agree to a change of placement as part of the modification of the BIP.

If AMPS, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then AMPS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or AMPS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and AMPS agree otherwise.

4. Special Circumstances

AMPS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Chief Executive Officer or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

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regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated AMPS's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if AMPS had knowledge that the student had a disability before the behavior occurred.

AMPS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to AMPS supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.

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- c. The child's teacher, or other AMPS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Director of Special Education or to other AMPS supervisory personnel.

If AMPS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA 2004-eligible children with disabilities, including the right to stay-put.

If AMPS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. AMPS shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by AMPS pending the results of the evaluation.

AMPS shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
2. Have AMPS advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a ~~free appropriate public education~~FAPE. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have AMPS make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.

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5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by AMPS.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from AMPS to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If AMPS refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Chief Executive Officer for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.

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16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education
San Francisco Office 50
United Nations Plaza San
Francisco, CA 94102
(415) 486-5555 PHONE
(415) 486-5570 FAX
Email: OCR.SanFrancisco@ed.gov

17. Be free from any retaliation from AMPS for exercising any of these rights.
Please contact the 504 Coordinator, c/o the school name, address, and phone number below with any questions regarding the information contained herein.

Anjelica Zermeño
Benito Juarez Elementary & Richmond
Charter Academy 1450 Marina Way South
Richmond, CA 94804
(510) 215-7009

Allyson Schoolcraft & Natalie Garcia John
Henry High School
1402 Marina Way South Richmond, CA
94804
(510) 235-2439

Claudia Lee
Downtown Charter Academy
2000 Dennison Street
Oakland, CA 94606
(510) 535-1580

Phillip Ellingberg
Oakland Charter Academy
4215 Foothill Blvd.
Oakland, CA 94601
(510) 532-6751

Eric Becker
Oakland Charter High School
2433 Coolidge Ave.
Oakland, CA 94601
(510) 436-0101

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SECTION 504: POLICY, PROCEDURES, AND PARENT RIGHTS REGARDING IDENTIFICATION, EVALUATION AND EDUCATION

Board Policy #: 5004

Adopted/Ratified: June 16, 2021

Revision Date: April 17, 2024

A. SECTION 504 POLICY

The Board of Directors of Amethod Public Schools (“AMPS” or the “Charter School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education (“FAPE”) and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a FAPE.

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 (“IDEA”).

The Charter School’s Chief Executive Officer or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy’s corresponding procedures.

A Section 504 Team will be convened to determine the student’s need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student’s individual needs and school history, the meaning of evaluation data, and placement options. The student’s parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural

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safeguards guaranteed by law.

If AMPS does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. AMPS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. AMPS shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability or any other characteristic protected under law. AMPS will implement this policy through its corresponding procedures.

B. SECTION 504 PROCEDURES

A. Definitions

1. **Academic Setting** – the regular, educational environment operated by AMPS.
2. **Individual with a Disability under Section 504** – An individual who:
 - a. has a physical or mental impairment that substantially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.

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4. **504 Plan** – is a plan developed to identify and document the student’s needs for regular or special education and related aids and services for participation in educational programs, activities, and school–sponsored events.
5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.
7. **Physical or Mental Impairment** –
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
 - b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
8. **504 Coordinator** – The Site Director at each site shall serve as the Charter School’s Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at the school’s phone number.

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9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
 10. **Is regarded as having an impairment** - means
 - a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
 - b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.
- B. Referral, Assessment and Evaluation Procedures
1. AMPS will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
 2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.
 3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.
 4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
 5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs

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the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

6. The 504 Team will consider the following information in its evaluation of the student:
 - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
 - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
 - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a FAPE. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could

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include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.

9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.

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6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
 7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
 8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
 9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
 10. AMPS shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting school, AMPS shall schedule a 504 Team meeting to review the existing 504 Plan. AMPS shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.
 11. A parent, guardian, or AMPS shall have the right to audio record the proceedings of any team meetings held pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794). The parent or guardian or AMPS shall notify the members of the team of the parent's, guardian's, or AMPS's intent to audio record a meeting at least 24 hours before the meeting. If AMPS initiates the notice of intent to audio record a meeting and the parent or guardian objects or refuses to attend the meeting because it will be audio recorded, the meeting shall not be audio recorded.
- D. Review of the Student's Progress
1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
 2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.
- E. Procedural Safeguards
1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:

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- Examine relevant records
- Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
- Have the right to file a Uniform Complaint pursuant to Charter School policy
- Seek review in federal court if the parents/guardians disagree with the hearing decision.

2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Michelle Walker
Benito Juarez Elementary
1450 Marina Way South
Richmond, CA 94804
(510) 215-7009

Claudia Lee
Downtown Charter Academy
2000 Dennison Street
Oakland, CA 94606
(510) 535-1580

Michelle Coleman
Richmond Charter Academy
1450 Marina Way South
Richmond, CA 94804
(510) 235-2465

Phillip Ellingberg
Oakland Charter Academy
4215 Foothill Blvd.
Oakland, CA 94601
(510) 532-6751

Jennifer Crocker
Henry High School
1402 Marina Way South
Richmond, CA 94804
(510) 235-2439

Jasmine Nash
Oakland Charter High School
2433 Coolidge Ave.
Oakland, CA 94601
(510) 436-0101

Notifications shall also advise that reimbursement for attorney's fees is available only as

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HONOR HARD WORK

- authorized by law.
3. The Chief Executive Officer or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with AMPS or any district within the El Dorado County SELPA, Contra Costa County Office of Education or the Alameda County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.
 4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:
 - The specific decision or action with which the parent/guardian disagrees.
 - The changes to the 504 Plan the parent/guardian seeks.
 - Any other information the parent/guardian believes is pertinent.
 5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:
 - Mediation by a neutral third party.
 - Review of the 504 Plan by the Chief Executive Officer or designee.
 6. Within ten (10) calendar days of receiving the parent/guardian's request, the Chief Executive Officer or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Chief Executive Officer.
 7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Chief Executive Officer.
 8. The parent/guardian and the School shall be afforded the rights to:

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- Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.
 - Present written and oral evidence.
 - Question and cross-examine witnesses.
 - Receive written findings by the hearing officer.
9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
11. AMPS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

F. Suspension and Expulsion, Special Procedures for Students with Disabilities

AMPS shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. AMPS will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the

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HONOR HARD WORK

behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, AMPS, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

If AMPS, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If AMPS, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that AMPS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and

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- c. Return the child to the placement from which the child was removed, unless the parent and AMPS agree to a change of placement as part of the modification of the BIP.

If AMPS, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then AMPS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or AMPS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and AMPS agree otherwise.

4. Special Circumstances

AMPS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Chief Executive Officer or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

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regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated AMPS's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if AMPS had knowledge that the student had a disability before the behavior occurred.

AMPS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to AMPS supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.

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- c. The child's teacher, or other AMPS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Director of Special Education or to other AMPS supervisory personnel.

If AMPS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA 2004-eligible children with disabilities, including the right to stay-put.

If AMPS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. AMPS shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by AMPS pending the results of the evaluation.

AMPS shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
2. Have AMPS advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a FAPE. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have AMPS make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.

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5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by AMPS.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from AMPS to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If AMPS refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Chief Executive Officer for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.

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HONOR HARD WORK

16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education
San Francisco Office 50
United Nations Plaza San
Francisco, CA 94102
(415) 486-5555 PHONE
(415) 486-5570 FAX
Email: OCR.SanFrancisco@ed.gov

17. Be free from any retaliation from AMPS for exercising any of these rights.
Please contact the 504 Coordinator, c/o the school name, address, and phone number below with any questions regarding the information contained herein.

Michelle Walker
Benito Juarez Elementary
1450 Marina Way South
Richmond, CA 94804
(510) 215-7009

Claudia Lee
Downtown Charter Academy
2000 Dennison Street
Oakland, CA 94606
(510) 535-1580

Michelle Coleman
Richmond Charter Academy
1450 Marina Way South
Richmond, CA 94804
(510) 235-2465

Phillip Ellingberg
Oakland Charter Academy
4215 Foothill Blvd.
Oakland, CA 94601
(510) 532-6751

Jennifer Crocker
Henry High School
1402 Marina Way South
Richmond, CA 94804
(510) 235-2439


Jasmine Nash
Oakland Charter High School
2433 Coolidge Ave.
Oakland, CA 94601
(510) 436-0101

Amethod Public Schools

Coversheet

Approval of Valencia Brothers Contract

Section:	III. Business
Item:	A. Approval of Valencia Brothers Contract
Purpose:	Vote
Submitted by:	
Related Material:	Board Briefing Sheet - Valencia Brothers.pdf Valencia Brothers Evergreen Contract draft.docx.pdf

 AMPS <hr style="border: 2px solid red; width: 100px; margin: 5px auto;"/> HONOR HARD WORK	Amethod Public Schools <i>Board Item Overview</i>	
Subject:	Approval of Valencia Brothers	
Date:	04/17/2024	
Action: <input checked="" type="checkbox"/>		
Information: <input type="checkbox"/>		
Committee: <input type="checkbox"/>		
RECOMMENDATIONS:	Motion to approve Valencia Brothers as our primary vendor for major facility maintenance and repair projects	
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:	None	
SUMMARY OF KEY ISSUES:	AMPS wants to establish a primary vendor relationship with Valencia Brothers for major facility maintenance and repairs for our six school sites. Valencia Brothers have already been doing some projects for our schools and their services have been reasonably priced and the quality of work has been to our standards.	
FISCAL ANALYSIS:	We estimate that each site will require about \$15,000-\$30,000 in repairs and maintenance projects throughout the year.	
ATTACHMENT(s):	Valencia Brothers contract	

Board Approval Document for Evergreen Contract with Valencia Brothers Remodeling and Construction Company

To: Board of Directors, Amethod Public Schools

From: David Pearson, M.Ed. - Director of Facilities

Date: April 21, 2024

Subject: Approval of Evergreen Contract with Valencia Brothers Remodeling and Construction Company

Introduction

This document seeks the approval of the Board of Directors to enter into an evergreen contract with Valencia Brothers Remodeling and Construction Company as the primary vendor for remodeling and construction services at Amethod Public Schools.

Background

Over the past year, Valencia Brothers Remodeling and Construction Company has provided services exceeding \$100,000, demonstrating their capacity, quality of work, and reliability. Their continued partnership is crucial for the timely and efficient completion of our school's remodeling and construction projects.

Contract Overview

The proposed evergreen contract, attached herein, outlines the terms and conditions under which Valencia Brothers Remodeling and Construction Company will provide services. Key elements include:

- An initial one-year term with automatic renewal options
- Annual expenditure exceeding \$100,000, based on actual services rendered
- Compliance with all applicable laws and regulations
- Requirements for maintaining necessary insurance coverage

Cost Breakdown

The Cost of the Contractor's Material & Labor, plus Overhead (OH) & Profit (P), is specified as follows:

1. \$75.00/hr for Supervisor/Electrician/Plumber
2. \$65.00/hr for Carpenter/Journeyman
3. \$45.00/hr for Laborer
4. \$_____ Sub-Contractor (Actual Cost)
5. \$_____ Materials (Actual Cost)

6. \$_____ Rentals & Equipment (Actual Cost)

7. \$_____ Overhead = (items 1-6) × 10%

8. \$_____ Profit = (items 1-6) × 15%

Recommendation

Based on the successful past performance of Valencia Brothers Remodeling and Construction Company and the favorable terms of the proposed contract, it is recommended that the Board approve this evergreen contract.

Approval

By signing below, the Board of Directors authorizes the Board President to sign the evergreen contract with Valencia Brothers Remodeling and Construction Company and take all necessary actions to implement the terms of the agreement.

Signatures

Approved by:

Name: _____

Title: Board President

Signature: _____

Date: _____

Prepared by:

Name: David Pearson

Title: AMPS Director of Facilities


Signature: _____

Date: _____

Coversheet

Approval of Chief Academic Officer

Section:	III. Business
Item:	B. Approval of Chief Academic Officer
Purpose:	Vote
Submitted by:	
Related Material:	Board Briefing Sheet - CAO.pdf MWilliamsResume (1).pdf

 AMPS <hr style="border: 2px solid red; width: 100px; margin: 5px auto;"/> HONOR HARD WORK	Amethod Public Schools <i>Board Item Overview</i>	
Subject:	Approval of Chief Academic Officer	
Date:	04/17/2024	
Action: <input checked="" type="checkbox"/>		
Information: <input type="checkbox"/>		
Committee: <input type="checkbox"/>		
RECOMMENDATIONS:	Motion to approve Maurice Williams Jr. as Chief Academic Officer, contingent upon successful completion of hiring requirements.	
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:	None	
SUMMARY OF KEY ISSUES:	Ms. Flores conducted pre-screening interviews with 8 potential CAO candidates. From those 8, she selected five candidates for a zoom/in-person interview. Ms. Flores, Ms. Arechiga, and Ms. Busby conducted the zoom/in-person interviews with the 5 candidates. From those 5 candidates, the interview panel selected 3 candidates to move forward. One candidate withdrew her application when contacted regarding her advancement to the final interview stage. The two remaining candidates completed a performance task and were invited to attend an in-person final interview that consisted of two panel interviews (instructional panel and culture panel). Each panel consisted of six interviewers and we had staff representation from each site. The interviewers gave feedback on each candidate. Ms. Flores was advised to have one more conversation with the candidate that was recommended to move forward. Ms. Flores invited that candidate to have a conversation about the current state of the organization. Ms. Flores decided that the candidate was the best fit for the organization and could fulfill the role of CAO successfully.	
FISCAL ANALYSIS:	The salary range for the CAO position is \$180,000-\$220,000, plus applicable benefits.	
ATTACHMENT(s):	Resume	

Maurice James Williams, Jr., M.P.P.

Professional Portfolio: tinyurl.com/mwilliams-portfolio24

SKILLS

Veteran educator with significant experience in educational innovation, budget development, academic and organizational leadership, strategic planning and evaluation, academic instruction, branding, classroom /school design, classroom management, student development, and culturally responsive pedagogy. Skills include curriculum development, 21st century technology, project-based learning, academic based research and writing, policy and statistical analysis, grant writing, layout & graphic design (Photoshop) and video/film editing (Final Cut Pro) expert. Advocate of classical education, charter schools, and diversity and cultural competence within an urban school setting.

CREDENTIALS / CERTIFICATIONS

California Clear Multi-Subject Credential	May 2019 - Current
Specific Subject Matter Authorization in History	May 2019 - Current

EDUCATION

Harvard Business School (Online) - Boston, MA
Certificate in School Management Leadership, Mar 2024

Alliant International University - San Francisco, CA
CA Preliminary Teaching Credential Program, 2016

University of Southern California – Los Angeles, CA
Completed 11 Credits Towards Master of Arts in Teaching, 2011-2012

Pepperdine University – Malibu, CA
Master of Public Policy - State and Local Policy and American Politics Specialization, 2010

Stillman College - Tuscaloosa, AL
Bachelor of Arts in History, 2007

EXPERIENCE IN EDUCATION

Lighthouse Community Public Schools - Oakland, CA	Jul 2023 - Current
<u>6-12 Principal</u>	

- Oversee the day-to-day operations and directly supervise and provide academic coaching to over 50 staff including 4 administrators
- Originated innovative efforts, such as the creation of LOBOS TV, the official Lighthouse K-12 Access Channel, RACE & CASE Academic Strategies for student summative assessments Wednesdays

AIMS K-12 College Prep Charter District - Oakland, CA	Aug 2013 - Jun 2023
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<u>Head of School, AIMS College Prep High School</u>	Jan 2020 - June 2023
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- Oversee the day-to-day operations and directly supervise over 30 staff, including 20 teachers, 10 staff, and 3 administrators; manage approximately \$7 Million budget, which includes oversight of all federal Title, local, and state funds
- Successfully defended AIMS HS Charter Renewal to allow for an additional 5-year charter term; successfully prepared WASC mid-cycle visit accreditation reports and related documents

- Founder of the “AIMS U” College Pathways program, which offers Pre-Business, Pre-Engineering / Design Media, Pre-Law, and Pre-Med dual-enrollment opportunities with local community colleges for AIMS High School Students, since the 2020-21 academic school year
- Designed AIMS HS Block Schedule Changes for the 2020-21 academic school year which increased the number of offered courses from 6 to 8 and increased teacher prep time by 28 percent
- Created 4 AIMS HS Core Elective Classes which includes Innovation and Design Thinking (Freshman), Logic (Sophomore), SAT / AP Exam Prep (Juniors), and College Planning (Seniors) beginning in the 2020-21 academic school year
- Oversaw AP courses for all beginning in Freshmen year, with nearly 100% 4-year senior college student acceptance during the 2019-20; 2020-21, 21-22, and 22-23 academic school years; 2022-23 AP Honor Roll Gold With Access School
- Implemented learning loss mitigations, based upon COVID-19 related school closures; Improved school culture by expanding positive Behavioral Support systems and access to mental health during virtual learning; Founder of AIMS HS National Honor Society
- Redesigned / remodeled high school campus consistent with AIMS color schemes; purchased new 21st Century Collaborative Learning Spaces, including a state of the art Design Thinking Classroom to improve academic outcomes
- Stabilized enrollment and maintained at least a 95% ADA
- In 2023, over 58% of students met or exceeded standard in Math, and 67% of students met or exceeded standards in ELA on the 2022 California Assessment of Student Performance and Progress (CAASPP) exams, a 61% and 55% increase from the 2021 academic school year (the highest performing OUSD High School in all categories.) Ranked 29 in California out of all K12 Schools (over 12,103 K12 schools) in ELA percent growth (23.7%) and Ranked 26 in California out of all K12 Schools (over 12,103 K12 schools) in Math percent growth (21.57%)

Head of Schools, AIMS College Prep Middle School

May 2018 - Dec 2019

- Managed the day-to-day operations and the programmatic budget of approximately \$5 million across two AIMS Middle Schools; Supervised 450-480 middle school students and supervisor of 26 teachers, 2 administrators, and 6 staff
- During the 2019-2020 academic school year, both middle schools ranked #1 and #2 respectively in the Oakland Unified School District in Math Proficiency for Low Income Students, and #2 and #6 respectively in the Oakland Unified School District in ELA Proficiency for Low Income Students
- Co-redesigned AIMS District Certificated Evaluations and cycles, based upon the California Standards for Teaching Profession (CSTP) standards; Conducted teacher and staff observations and evaluations
- Researched and adopted new History and Foreign Language curriculum, including the addition of Rosetta Stone to foreign language curriculum; Vertically aligned middle school Foreign Language curriculum to offer high school credit
- As grant administrator of the Measure G1 grant, nearly \$150,000 per year for the purposes of Visual Performing Arts and Social Programming
- Designed AIMS's first Visual Performing Arts (VPA) department, including the integration of Art, Graphic Design, Violin, and Band courses at the Middle School; Created and designed AIMS first 22 iMac computer lab; implemented the first Positive Behavior Intervention Support (PBIS) program at AIMS Middle School
- Implemented the 30/30/30 math academic strategy, in which students utilize the first thirty minutes of math instruction to independently practice on the ALEKS math program; 30 minutes of teacher direct instruction and guided practice; and 30 minutes of independent practice and assessment
- Redesigned / remodeled elementary and middle school campuses consistent with AIMS color schemes; purchased new 21st Century Collaborative Learning Spaces to increase academic efficiency within the classroom
- Served as LCAP Advisory Committee chair and facilitated planning and discussions regarding the 2018-2019; and 2019-2020 middle school budgets
- Co-designed new AIMS K-12 College Prep Charter District Website (aimsk12.org)
- Maintained 96-97% ADA

High School Head of Division (Student Affairs)

Mar 2017 - Apr 2018

- Responsible for maintaining the overall social, cultural, and behavioral climate of over 350 high school students; direct supervisor of five staff members
- Jointly responsible with the Head of School to oversee and manage AIPHS's \$4 Million budget
- Originated several AIPHS reforms including the switch from self-contained classrooms, new science labs, block schedules, new AP-aligned curriculum, PE uniforms, and homecoming spirit week
- As a result of my department and rapport with the incoming students from middle school, high school student

enrollment and student retention increased the number of students during the 2016-2017 academic year, from 220 to 360 students at the start of the 2017-2018 academic school year, an increase of over 61%

- Lead and design professional development opportunities for high school instructors
- Facilitated and organized Family Advisory Council (FAC) and School Site Council (SSC) meetings
- Prepared and reviewed 2017 WASC accreditation reports and related documents
- Graphically designed AIMS district-wide merchandise

Dean of Middle Schools

Jul 2016 – Feb 2017

- Oversaw the day-to-day operations of two AIMS middle schools, supervised over 450 students, 20 instructors, and two clerical staff members
- Originated several reforms including the creation of the Middle School Spanish program, 10 elective classes, teacher coring, and classroom schedule restructuring which increased teacher prep time by two hours to 510 minutes per week
- Led and designed professional development opportunities for middle school instructors
- Trained new teachers regarding the school's academic model and classroom management strategies
- Co-designed campus-wide restorative justice and restorative justice Saturday School program
- Designed demographics based digital tardy and detention tracking systems
- Originator of AIMS TV student access closed circuit channel which announces upcoming events and sport round-ups from the previous week

As an Academic Instructor:

AIMS College Prep Middle School Film Elective Instructor

Aug 2018- Jun 2019

- Taught 15 middle school students the fundamentals of film using Adobe Premiere Pro
- Students created a student commercial to be aired on our AIMS TV access channel

AIMS College Prep High School Student Government /Leadership Instructor

Aug 2017- Jun 2018

- Provided over 30 11th and 12th grade students instruction on student leadership instruction
- Facilitated students in the ratification of their SGA Constitution, the creation of their first homecoming, school spiritweeks, and class t-shirts
- Students were taught standard California educational accounting and budgeting principals based upon the California School Accounting Manual

AIMS College Prep Elementary and Middle School Multi-Subject Instructor

Aug 2013 - Jun 2016

- Provided 5th, 6th, and 7th grade ELA, Math, Science, and History instruction, and after-school tutoring to approximately 30 students in self-contained classrooms
- Over 90% of 7th grade ELA students met or exceeded standard, and 61.29% of students received Standard Exceeded marks on the 2016 California Assessment of Student Performance and Progress (CAASPP) tests, a 50.44% increase from the 2015 school year
- Over 93% of 7th grade Math students met or exceeded standard, and 70.97% of students received Standard Exceeded marks on the CAASPP test, a 12.72% increase from the 2015 school year.
- Wrote and designed 6th and 7th grade ELA curriculum
- Designed the award-winning booksandbuffalowings.com classroom website as a student resource and digital wall to showcase student work
- Designed AIMS School Logos, branding guide, school colors, and various marketing materials as part of the school's rebranding effort

AIMS K12 College Prep Charter District Athletic Department

AIMS District Athletic Director

Jul 2018 – June 2023

- High school teams are responsible for 15 Varsity Championships, 11 Runner-Up Finishes, 10 State-Championship Qualifying Athletes and Teams, 3 CIF Oakland Section Runner Ups; 1 All-State Basketball Player,
- Supervise both the Middle and High School Athletic Directors, 3 Athletic High School Interns, and manage an operational budget of \$250,000 per year

- Prepare District Title IX compliance reports and co-created the AIMS Athletic Department's Athletic Handbook
- Facilitated the leasing of three Athletics Department transportation passenger-vans
- Designed the aimsathletics.com sports website, varsity block letters, and letterman jackets
- Expanded the number of High School Teams to 11 include Boys and Girls Basketball, Women's Badminton, Boys Volleyball, Cheerleading, Pep Band, and E-Sports
- Expanded the number of Middle School Teams to include Girls Volleyball, and four boy and girl basketball teams, flag-football, and cheerleading
- 2023 AIMS Athletic Wall of Fame

AIMS High School Athletic Director

Jul 2017 - Jun 2018

- Founder of the inaugural AIMS HS Sports Program, including five sports teams, as members of the Bay Area CharterSchool Athletic Conference (BACSAC), under the Oakland Section of the CIF; hired and supervise five athletic coaches
- Responsible for managing a \$47,500 budget for athletic operations
- Designed AIMS HS athletic policies and procedures, including a 3.0 GPA requirement for all scholar-athletes, the highest in the CIF-Oakland Section
- Designed the AIMS Athletic Department website, all sports uniforms, and marketing materials

AIMS Middle School Athletic Director

Jul 2016- Jun 2017

- Founder of the inaugural AIMS Middle School Sports Program, including four sports teams as part of the MiddleSchool Oakland Athletic League (OAL); hired and supervised six athletic coaches
- Managed a \$10,000 budget for athletic operations
- Designed AIMS athletic policies and procedures, including a 3.0 GPA requirement for all scholar-athletes, the highest in the OAL
- Designed all sports uniforms and marketing materials

Believe In Oakland – Perata for Mayor

May – Nov 2010

District 3 Director of Field Operations (Sep – Nov 2010)

- Organized and managed volunteers to solicit votes for mayoral candidate within the West Oakland community

Campaign Director of Field Operations (May - Aug 2010)

- Oversaw day-to-day field operations for Field Operations staff and more than 60 volunteers
- Implemented summer field operations, reaching 59 precincts and over 26,000 voters from precinct walks, phone banking, and various voter strategies
- Organized eight neighborhood cleanups, removing over 17,000 gallons of trash from Oakland's streets
- Designed campaign t-shirt, literature pieces, and advertising materials

Rwandan Ministry of Local Government - Kigali, Rwanda

Jun – Jul 2009

Intern, Social Protection

- Researched and assessed international and USAID practices and compliance requirements and drafted policy reform recommendations to the Rwandan Minister of State
- Outlined Rwanda's Housing Settlement criteria (Umudugu) for victims of Rwanda's genocide, elderly, disabled, and marginalized populations

California State Senate President pro Tempore Don Perata

May 2007 – Jul 2008

Oakland District Office Manager; Community Liaison

- Managed all unemployment insurance, workers compensation, and developmental disability constituent casework
- Represented Senator Perata as community liaison to the West Oakland Community
- Oversaw day-to-day clerical front office operations

Apple, Inc.

Jun – Jul 2006

iTunes Content Control Summer Intern

- Polished and reviewed metadata of iTunes catalogues prior to live posting to iTunes

ACADEMIC HONORS & AWARDS

- 2023 Families in Action Dirk and Rachel Awards (Dirk Tillotson Education Advocate Award Honorable Mention)
- 2023 California AP Honor Roll School (Gold with Access)
- 2023 highest performing Oakland Public High School in both Math (58.24%) and ELA (67.03%) CAASPP performance
- 2022 California Department of Education Pivotal Practice High School Winner
- Jay Matthews Challenge Index's Most Challenging High School in the US (2022 #13th Ranked in the US / #1 in California; (2020 #33rd Ranked in the US; #1 in California)
- State of Black Education Oakland People's Choice Awardee in Black Excellence (2021)
- California Charter Schools Association Hart Vision Awards Northern California Charter School Network of the Year(2020)
- *Families in Action A-G Award for African-American Students Graduating With A-G Requirements for 4-Year College Eligibility (2020; 2021; 2022); A-G Award for LatinX Students Graduating With A-G Requirements for 4-Year College Eligibility*
- Educational Results Partnership California Honor Roll Star School Award (2016-2020)
- Innovate Schools "Top-Performing Bay Area Public Middle Schools for Low-income African American Students [for eliminating the achievement gap] in English" (2016, 2017, 2020)
- Innovate Schools "Top-Performing Bay Area Public Middle Schools for Low-income African American Students [for eliminating the achievement gap] in Math" (2016, 2017, 2020)

ACADEMIC CONFERENCES & WORKSHOPS

National Alliance for Public Charter Schools

- NAPCS Annual Conference (*Las Vegas, NV; Jul 2019*)
- 3rd Annual School Leaders of Color Capitol Hill Action Initiative (*Washington, D.C.; Mar 2018*)

California State Athletic Directors Association

- CSADA Annual Conference (*San Francisco, CA; Apr 2018*)

California Association for Charter Schools

- CASC Annual Conference (*Sacramento, CA, Mar 2016*)

California Association of African American School Administrators

- CAAASA Leadership Academy (*Oakland, CA; Jan 2016*)


Young, Minney, & Corr, LLP.

- Critical Charter School & Student Services Workshop (*Sacramento, CA; Sep 2017*)
- Legally Required Training for Title IX Coordinators, Investigators, and Decision Makers (Sept. 2022)

Coversheet

Approval of Business Management Services Contract; Charter Impact

Section:	III. Business
Item:	C. Approval of Business Management Services Contract; Charter Impact
Purpose:	Vote
Submitted by:	
Related Material:	Board Briefing Sheet - Charter Impact.pdf CI Contract FY24-25 - AMPS - 4.17.24.pdf

 AMPS <hr style="border: 2px solid red; width: 100px; margin: 5px auto;"/> HONOR HARD WORK	Amethod Public Schools <i>Board Item Overview</i>	
Subject:	Approval of Business Management Services Contract: Charter Impact	
Date:	04/17/2024	
Action: <input checked="" type="checkbox"/>		
Information: <input type="checkbox"/>		
Committee: <input type="checkbox"/>		
RECOMMENDATIONS:	Motion to approve Charter Impact as our vendor for business management services	
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:	None	
SUMMARY OF KEY ISSUES:	<p>After assessing the needs of Amethod Public Schools, Ms. Flores recommends that AMPS enter into a contract with Charter Impact so they can provide business management services to the organization. In prior years, AMPS contracted with EdTec to provide these back office services. However, in 2021, AMPS decided to bring all finance, accounting, and payroll services in-house. That decision required AMPS to hire several staff members to be able to bring all services in-house. During the past few years, it has been difficult to staff these positions and there has been a lot of turnover.</p> <p>Entering into an agreement with a back office will allow the organization to have more consistency in services and automate processes for us to better support the needs of the organization. It will also allow us to focus on other areas of need, as well as modernize processes and systems to allow for more efficiency.</p> <p>In looking for a business services management company, we considered three options: EdTec, CSMC, and Charter Impact. EdTec was unable to provide the level of support we were requesting at this time. We entered into conversations and product demos with CSMC and Charter Impact. The Interim CEO, Sr. Director of Operations, Accounting Manager, and Budget Manager all agreed that Charter Impact was going to be able to provide the level of support that we need. Although CSMC quoted us at a slightly lower price than Charter Impact, the team feels confident that Charter Impact is the best partner for AMPS.</p>	

FISCAL ANALYSIS:	<p>Charter Impact will provide all business management services at a fee of 1.65% of total LCFF revenue. For payroll management services, we will pay an additional fee to Charter Impact of \$20/employee per month. In total, this comes out to approximately \$468,000 per year.</p> <p>However, because we will be eliminating the position of Sr. Director of Finance and Payroll Manager, we will see a cost savings of \$325,000. We will also be canceling contracts that would be considered redundant, which equates to an additional savings of approximately \$45,000.</p> <p>Therefore, the approximate additional amount that the organization would be incurring by contracting with Charter Impact would only be about \$98,000. We will be assessing and considering other cost savings methods in order to be able to cover this additional cost.</p>
ATTACHMENT(s):	Charter Impact Contract



CHARTER IMPACT, LLC

BOOKKEEPING AND ACCOUNTING SERVICES AGREEMENT

This agreement (the “Agreement”) is entered into as of April 18, 2024 (the “Effective Date”) by and between Charter Impact, LLC (“CI”), and Amethod Public Schools (“AMPS” or “Client”).

ARTICLE 1. DUTIES AND RESPONSIBILITIES

Section 1.01. CI, a provider of business management and accounting services, will provide accounting, budgeting, compliance, strategic planning, documentation, deliverables, and other related services necessary to fulfill Client's business management and accounting requirements, as more particularly described in Exhibit A, B and C attached hereto and incorporated herein by this reference (the “Services”).

Section 1.02. Client will provide CI with the compensation and business expense reimbursement specified in Article 3 of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

Section 2.01. Client will retain CI to work as a consultant for Client in the field of business management, accounting and consulting, beginning May 1, 2024, and ending June 30, 2027. CI accepts this engagement. CI will use CI's best efforts to accomplish the technical and commercial goals identified by Client during the term of this Agreement. Client acknowledges that CI may have other confidentiality commitments. Client will not require CI to perform tasks which might reasonably result in CI's breach of any confidentiality commitment.

Section 2.02. This Agreement will be renewed automatically for succeeding terms of one year each, unless either party gives notice to the other at least 90 days before the expiration of any term of his or her or its intention not to renew.



ARTICLE 3. COMPENSATION AND EXPENSES

Section 3.01. Fees.

Business Management Services: For services in Exhibit A, the Client will pay CI a fee equal to 1.65 percent of annual revenue, calculated based on Local Control Funding Formula (LCFF) sources from each reporting unit (i.e. charter school, department, location, central office and any other additional reporting units which may be added at the discretion of the Client).

Payroll Processing: For services in Exhibit B, the Client will pay CI a fee of \$20 per Client employee per month.

Student Data Services: For student data services in Exhibit C, Client will pay CI a fee of \$130 per hour.

Rush Check Processing (optional): Upon special request of Client, emergency checks can be processed on a same-day basis in addition to the regular weekly cycle described in Exhibit A, Section 2C. For these rare occasions, an expedited processing fee of \$75 per check will be charged in addition to the reimbursement for shipping charges noted in Section 3.02 below.

Other Services: For other services requested by Client outside of the items included in Exhibit A, B or C, the Client will pay CI a fee based on CI's standard hourly rates as listed in Exhibit D.

One-Time Implementation Fee: The one-time implementation fee of \$5,000 will be waived for AMPS onboarding.

Section 3.02. Expenses. In addition to the compensation specified in Section 3.01, CI will be paid for actual reasonable out-of-pocket expenses incurred in providing the Services, including mileage reimbursement for Client-requested meeting attendance. Reimbursement of expenses will not be authorized without written approval by Client before being incurred.

Section 3.03. Invoicing. CI will invoice Client on a monthly basis for Business Management and Payroll Services starting May 1st, 2024 and CI will automatically update the amount based on 1/12th of the Client's projected annual revenue pursuant to the percentage based fee in Section 3.01. Other Services and expenses pursuant to sections 3.01 and 3.02 above will be billed monthly based on the actual time and expenses incurred during the preceding month. CI will automatically prepare a check from Client on the invoice date for payment from Client. Payment for all services and expenses is due upon presentation of invoices.

Section 3.04. Right to Suspend Performance. In the event of default or delay in payment greater than 30 days from the date of the invoice, CI reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and



Expenses are paid in full. In the event Client disputes all or any portion of an invoice, Client shall notify CI within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 15 hereof, but shall pay the invoice in full, pending the outcome of such process.

Section 3.05. Late Payments. Payments made after the payment terms are subject to a late payment penalty equal to an annual rate of twelve percent (12%).

Section 3.06. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement but will not exceed three percent (3%). CI reserves the right to immediately pass through increases in costs incurred from third parties, e.g., vendors, subcontractors and licensors, to the extent such services and supplies are identified in Exhibit A, B and C. In addition, CI will give Client not less than 30 days prior written notice of any price increases for Services.

Section 3.07. Document Subpoenas and Testimony. CI fees for this engagement do not cover our charges for any subpoena or other discovery request we receive for documents, information or testimony (in court, before an arbitrator or arbitration panel, or in deposition) related to the Services, in proceedings to which we are not a party. CI will invoice Client separately for our time and expenses incurred in connection with responding to any such requests and testifying in any such proceedings, including reasonable attorney's fees we may incur, and including, without limitation, any negotiations, "meet and confer" process or motion practice concerning the nature and scope of any such subpoena, or as to other procedural and/or substantive issues concerning such document requests or testimony. Should Client or Client counsel in such proceedings have any objection to the nature or scope of any such subpoena for our workpapers and records, Client agrees that it shall be Client or Client's counsel's responsibility in the first instance to present such objections and/or to file an appropriate motion to contest or to seek to limit the scope of such subpoena. CI will cooperate with any such efforts consistent with the legal requirements imposed upon CI by the subpoena including, without limitation, making such workpapers and records available to Client and/or Client counsel for inspection prior to their production. However, because the workpapers for Services are the property of CI, absent a specific Court order concerning any objection or motion to limit the scope of production or a written agreement between Client and the party issuing the subpoena to which CI have agreed, CI reserves the right to make the final decision as to which documents from CI workpapers and records shall be produced in response to such a subpoena.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.01. Organization of Client. Client is a non-profit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California and has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as it is now being conducted.



Section 4.02. No Breach. Each party hereto warrants and represents that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it is subject, or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which it is a party or by which it is bound or to which any of its assets is subject.

Section 4.03. CI represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.

ARTICLE 5. DISCLAIMER OF WARRANTIES

Section 5.01. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE THAT ARE EXPRESSLY CONTAINED HEREIN. CI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; THIRD PARTY SOFTWARE OR HARDWARE; OR, RESPONSIBILITY FOR CLIENT DATA.

Section 5.02. Limited Remedy. Client's exclusive remedy for defective Services is re-performance of the Services by CI at CI's expense, subject to CI's confirmation of the existence of such defect after receiving notice of a claimed defect from Client.

ARTICLE 6. LIMITATION OF LIABILITY

Section 6.01. EVEN IF CI CANNOT OR DOES NOT RE-PERFORM ANY DEFECTIVE SERVICES, AND CLIENT'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, CI'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED \$100,000. CI HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.

Section 6.02. EXCEPT FOR DAMAGES FLOWING FROM GROSS NEGLIGENCE OR INTENTIONALLY TORTIOUS CONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY



REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

ARTICLE 7. CONFIDENTIAL BUSINESS INFORMATION

Section 7.01. CI agrees that all of the business information related specifically to Client developed by or communicated by or to CI in the performance of the services described in this Agreement is of a highly confidential nature, and that, unless the CI has the prior written approval of Client, no use or oral or written disclosure of that information by CI will be made either during or after the term of this Agreement, except that CI may disclose that information to persons or companies who may be designated by Client to work with the CI in connection with CI's performance of the Services. Nothing herein shall be construed as restricting CI in performing the Services, which require routine disclosure of such information to auditors, regulatory agencies, insurance carriers, and providers, and the Client as its agent. With the Client's consent, CI will provide financial references upon request by certification organizations, financial institutions, and potential grantors.

Section 7.02. For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, software source documents. Confidential Information includes, without limitation, financial information, procurement requirements, purchasing information, and plans and personnel information of the parties and students as protected under FERPA, HIPPA, and other privacy protection laws. The restriction of Section 7.01 does not apply to information which CI can demonstrate was at the time of the execution of this Agreement:

- (a) In the public domain or is otherwise considered public information; or
- (b) Part of CI's prior knowledge; or
- (c) Learned from a third party without the breach of a confidential relationship with Client.



ARTICLE 8. OBLIGATIONS OF CLIENT

Section 8.01. Authorized Personnel. The Client must identify to CI, in writing, the authorized staff member(s) to work with CI with respect to: general information about the Client, accounts payable, personnel and payroll, attendance records as well as funding compliance and reporting.

Section 8.02. Principal Contact. The Client must also identify, in writing to CI, its key or principal contact who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues.

Section 8.03. Financial Records and Audit.

- (i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of California (and any other funding authority). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by CI. Unless otherwise stated, this deadline will be 5 calendar days following the end of the month.
- (ii) The Client will obtain a timely annual audit of its books and records from an independent certified public accounting firm (reasonably acceptable to CI) and immediately provide CI with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs its independent accountants to speak and work directly with CI on any matter or issue pertinent to the Services.
- (iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from any investigating or funding authority or Client's accountants, including exceptions noted in any independent accountant's report.

Section 8.04. Coordination and Cooperation. Client, its authorized staff members and principal contact will work closely and cooperatively with CI to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of CI for information or documents from the Client. Client covenants to assist CI in reconciling outstanding invoices, and to provide CI with copies or originals of vendor invoices and correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by CI. In the case where CI is required to incur additional time researching, obtaining or documenting transactions, re-processing payments or re-classifying expenses outside of the standard processes and procedures and established by CI, CI may charge additional fees based on the standard hourly rates for actual time spent as noted in Section 3.01 above.



Section 8.05. Payroll. Client will provide all necessary and proper data to CI for payroll processing.

- (i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client site.
- (ii) Client will use, and purchase if necessary to use, commercially reasonable time clocks for hourly personnel if CI systems are not used.

Section 8.06. Attendance Records and Reports. Client must take all necessary and proper steps to provide regular, accurate and timely responses to daily attendance tracking reports.

- (i) Client is responsible for taking daily attendance records compliant with the California Education Code Statutes. Client must maintain phone logs, tardy logs and other pertinent information related to appropriate attendance tracking.
- (ii) If applicable, Client is responsible for summarizing daily attendance into 20 day attendance reports to be submitted to CI within 2 business days of the last day in the 20 day period.

Section 8.07. Grant and Funding Requirements. Client covenants to use its best efforts to comply with all grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its grants and funding sources including both governmental and non-governmental sources.

Section 8.08. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and competitive bid procedures for vendors.

Section 8.09. Notice and Information. Client covenants that it will provide CI with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client's books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by any governmental authority. Client will provide CI promptly with copies of every report, including any schedules or exhibits, provided to any governmental agency.

Section 8.10. Client acknowledges that CI's employees, consultants and any other personnel have been thoroughly trained and employed at great expense, are of great value and provide CI with a substantial competitive advantage in its business. Client agrees not induce or attempt to induce any employees, consultants or other personnel of CI to breach their agreements with CI. Should Client hire or employ any current employee, consultant



or any other personnel of CI within one year of their termination from CI, Client agrees to pay CI a fee equal to 100% of the annual starting salary, payment of which is due upon the offer of employment.

Section 8.11. Chartering Agency Requirements. Client covenants to use its best efforts to comply with all material requirements, including policies and procedures, of the Chartering Agency. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its Chartering Agency.

ARTICLE 9. AGENCY

Section 9.01. It is understood and agreed that the CI is an independent contractor in respect to CI's relationship to Client, and that CI is not and should not be considered an agent or employee of the Client for any purpose. CI agrees not to represent itself as an agent or employee of the Client at any time.

Section 9.02. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture partners, or of employer and employee between CI and Client.

ARTICLE 10. INDEPENDENT CONTRACTOR STATUS

Section 10.01. CI and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Neither party shall have any right to bind the other party, to make any representations or warranties, or to perform any act or thing on behalf of the other party, except as expressly authorized under this Agreement or in writing by the other party in its sole discretion. CI will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement CI is not in any way acting as an employee of Client, and CI will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made to CI pursuant to the terms of this Agreement.

Section 10.02. As an independent contractor, CI agrees that Client has no obligation to CI under the state or federal laws regarding employee liability, and that Client's total commitment and liability under this arrangement is the performance of its obligations and the payment of CI's compensation and expenses as described herein. Each party will exercise day-to-day control over and supervision of their respective employees, and all instruction and direction of Client employees shall be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance on its employees. Except as expressly stated in this Agreement, CI and Client are responsible for any and all taxes on their respective net incomes, and for payment and withholding of all applicable taxes on the income of their respective employees.



Section 10.03. CI reserves the right to subcontract with other individuals and businesses for the Services. CI will be responsible for all payments to, as well as the direction and control of the work to be performed by, its subcontractors, if any.

ARTICLE 11. INDEMNIFICATION

Section 11.01. Indemnification. Client and CI warrant to indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

ARTICLE 12. INSURANCE

Section 12.01. CI carries customary and reasonable comprehensive insurance coverage for errors and omissions.

Section 12.02. Client will obtain and maintain customary and reasonable insurance for its facilities and operations, naming CI as additional insured under all policies.

ARTICLE 13. ETHICAL CONDUCT; RECORDKEEPING

Article 13.01. Client's policy requires ethical conduct in all business activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. The adequacy and accuracy of CI's billings, supporting documentation, and other information rendered to Client become the basis for Client's further recording and reporting, both internally and externally. CI is not expected or authorized to take any action on Client's behalf that would result in inadequate or inaccurate recording or reporting of assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

Section 13.02. Integrity and Financial Responsibility. Client will act with integrity and alert the management of CI to any fraudulent or unethical activity related to Client operations as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that CI's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets, maintaining a positive variance to budget throughout the year to the extent feasible and proper submission of supporting documentation for incoming and outgoing payments of any kind. Notwithstanding Section 14 hereof, CI may immediately terminate this contract in the event it determines, in its sole discretion, that Client personnel are or have acted in a fraudulent or unethical manner or in the case that CI cannot provide the Services in a professional manner consistent with laws and regulations governing the Client, Client approved policies and procedures or business management best practices, based upon the actions or inaction of the Client.



ARTICLE 14. TERMINATION

Section 14.01. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect if either Party breaches any of its material obligations under this Agreement in any respect, which breach is not remedied within ninety (90) days following written notice to such breaching Party. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Client's failure to pay CI any undisputed compensation due within 30 days after written demand for payment or invoicing.
- (b) CI's failure to complete the services specified in Article 1.
- (c) Client's material breach of any representation or agreement contained in this Agreement.

Section 14.02. In the event that Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, CI may terminate this Agreement upon written notice to Client.

Section 14.03. Effect of Termination; Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature continue or should survive will remain in effect after termination or expiration of this Agreement.

Section 14.04. All Services, including preparation of financial statements and compliance reporting related to a period within the term, will cease upon termination or expiration of this Agreement. If Client has compliance needs that stretch beyond the term of this Agreement into the next fiscal year, it is common for a closing agreement to be created upon termination or expiration to clearly define a term and scope of services falling outside this Agreement. The fee for such services is determined at that time based upon the scope of work to be completed past the Agreement term.

Section 14.05. In the event of early termination, the Business Management fee deemed to be earned by and due to CI will be equal to the fee in Section 3.01 and the forecasted revenue from the most recently prepared financial report, prorated from the commencement date of this agreement to the termination date, regardless of fee actually invoiced as of the termination date.

ARTICLE 15. DISPUTE RESOLUTION

Section 15.01. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's



performance of this Agreement (“Dispute”) shall be resolved solely in accordance with the terms of this Section.

- a. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – CI and Client will submit the Dispute to non-binding mediation in Sonoma County. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Arbitration will comply with and be governed by the provisions of the California Arbitration Act
- b. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator’s decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.
- c. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution (“ADR”) firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. CI and Client will each bear its own attorneys’ fees associated with the mediation and, if necessary, the arbitration. CI and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.
- d. Limitation on Actions. Any dispute Client may have against CI with respect to this Agreement must be brought within two years after the cause of action arises.

ARTICLE 16. GENERAL PROVISIONS

Section 16.01. Any notices to be given under the Agreement by either party to the other will be in writing and may be transmitted by personal delivery or by e-mail, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at their known place of business, but each party may change that address by written notice in accordance with this section. Notices delivered



personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of two days after the date of mailing.

Section 16.02. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between CI and Client with respect to the engagement of CI by Client and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 16.03. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 16.04. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 16.05. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 16.06. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law provisions or to constructive presumptions favoring either party.

Section 16.07. Force Majeure. Neither Party shall be in breach of this Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting Party; provided, that the delayed or defaulting Party shall immediately notify the other Party of the event, an estimate of the duration of the event, and the delaying or defaulting Party's plan to mitigate the effects of the delay or default.

Section 16.08. Successors and Assigns. Neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.



Section 16.09. Publicity. Client agrees to act as a reference for CI with respect to the Services upon CI's reasonable request. CI may issue press releases or identify Client in marketing materials, including the start and termination of the Agreement, provided that all references to Client are fair, accurate and not misleading.

Section 16.10. Corporate Power and Authorization. The parties hereto have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by each party and constitutes the valid and legally binding obligation of Client and CI enforceable in accordance with its terms and conditions.

[signature page to follow]



Accepted and Agreed, as of the Effective Date first written above:

AMETHOD PUBLIC SCHOOLS

Signed: _____

Name: _____

Title: _____

CHARTER IMPACT, LLC

By _____
Adam Kaeli, Co-CEO



EXHIBIT A

SCOPE OF WORK: BUSINESS MANAGEMENT SERVICES

1. IMPLEMENTATION AND TRAINING

- a. Create a customized accounting database based specifically on the school's reporting needs (both internal and external)
- b. Import historical data to the extent possible (typically monthly balances as far back as data is available) to allow for maximum comparability of financial information
- c. Review existing contracts for terms, requirements and school responsibilities
- d. Create, refine or replace existing processes and procedures to increase efficiency and improve the strength of internal controls
- e. Provide training in specific processes and procedures including to school site staff including: accounts payable, accounts receivable/deposits, petty cash accounts, student stores, payroll, etc.

2. ACCOUNTS PAYABLE PROCESSING

- a. Review all invoices sent to Charter Impact for proper approval and coding
 - i. Any discrepancies will be reported to the Client within three business days of CI becoming aware of the discrepancy. CI is not responsible for communicating any information to Client vendors. The fees described in Section 3.01 are based upon Client cooperation and compliance with CI processes and procedures. Time incurred to process payments outside of the pre-established timeline is subject to additional fees as described in Section 8.04 above.
- b. Enter invoices for each reporting entity, process check payments, and send checks directly to vendors to reduce turn-around time
- c. Provide weekly check registers, accounts payable aging reports, vendor payment history or other ad hoc reports on a recurring or as needed basis
- d. On an emergency basis, same day payments can be processed in addition to the weekly cycle (*additional processing fees apply).
- e. Complete 1099s for all independent contractors.
 - i. It is the Client's sole responsibility to obtain and submit to CI the IRS Form W-9 for all vendors. Client acknowledges that CI is not responsible for processing of Form 1099 for any vendor for which CI has not received a Form W-9 or for any vendor that has not been paid through CI's vendor payment process.

3. ACCOUNTS RECEIVABLE PROCESSING

- a. Monitor the receipt of State approved ADA funding amounts and verify balances paid are correct
- b. Work directly with governmental agencies to resolve any issues or discrepancies identified
- c. Review all donor letters and grant agreements for proper coding and revenue recognition in accordance with GAAP



- d. Maintain independent records, as necessary, for both public and private sources to ensure accurate reporting and compliance

4. BANK RECONCILIATION AND GENERAL LEDGER MAINTENANCE

- a. Reconcile all bank accounts on a weekly basis for a heightened level of security and monitoring
- b. Maintain general ledger in accordance with GAAP on an ongoing basis, ensuring all revenues and expenses are recorded and reported accurately
- c. Maintain an inventory of fixed assets over the school-designated capitalization threshold and calculate depreciation on a monthly basis

5. CASH MANAGEMENT

- a. On a weekly basis, use reconciled bank balance to project daily cash balances for 30 days (for analysis of cash for any period of time over 30 days, the monthly forecast will be utilized)
- b. On a weekly basis, provide schools with amount of cash available for accounts payable or other discretionary spending while ensuring sufficient funds for regularly recurring transactions such as payroll, taxes, rent, insurance, etc.
- c. Plan and manage payment of outstanding debt as needed
- d. Prepare all financial reporting necessary for renewal of loans or lines of credit
- e. Monitor compliance with all debt covenants as a part of the ongoing budgeting and forecasting process
- f. Analyze future cash flow and determine whether schools need to make adjustments to spending or seek other funding options.

6. MONTHLY FINANCIAL REPORTING

- a. Provide a monthly reporting package by the 20th day of the following month, assuming all necessary data is received from the school site on a timely basis, to ensure management has the necessary information to make sound business decisions
- b. Create financial reporting package based on customized business segments. This includes budgets and forecasts as well.
- c. Offer a menu of report options for the monthly financial reports including, but not limited to:
 - i. Monthly summary by financial section with bulleted highlights for presentation purposes
 - ii. Monthly Cash Flow Forecast and comparison to approved budget
 - iii. Budget vs. Actual Report (both current month and year-to-date)
 - iv. Schedule of Revenue and Expenses by Period
 - v. Comparative Statement of Financial Position
 - vi. Combining/Consolidating Statements of Activities and Financial Position
 - vii. Statement of Cash Flows (both current month and year-to-date)
 - viii. Accounts Payable/Receivable Aging
 - ix. Check Register(s)
 - x. General Ledger Detail



- xi. Other customized reports as requested by the school, executive team or board
- d. On a monthly basis, review and present the financial package with the school staff to assess the current fiscal condition of the school
- e. Provide access to the accounting database via a VPN connection allowing school staff to run reports and see real-time data as it exists in the system

7. COMPLIANCE AND GRANT REPORTING

- a. Support school with LCAP development, including preparation of the budget, ensuring adherence to Supplemental and Concentration funding requirements and integrating the LCAP budget into the overall school operating budget
- b. Assist the school with grant applications including the development of grant-specific budgets as well as school long-term projections
- c. In the event that new funding programs become available, funding program elements and pricing will be revised if the Client wishes CI to pursue such funding. These applications will be subject to the timelines and conditions of the funding programs and will be the primary responsibility of the Client.
- d. Track all restricted revenues (both public and private) to ensure compliance with governmental and donor-required restrictions
- e. Provide financial information and reporting to governmental entities, donors, and other supporting organizations for grant compliance

8. CHARTER AUTHORIZER SUPPORT

- a. Support the school with all financial and business communications with the charter authorizer. This includes, but is not limited to:
 - i. Prepare regular financial reporting (budget and interims)
 - ii. Provide ad hoc financial documents and reports as requested
- b. Partner with school leaders to meet with authorizer staff to discuss fiscal health and outlook of the school
- c. Assist in the renewal process by preparing and/or reviewing fiscal narratives, preparing the required forecasts and cash flow projections, and calculating the LCFF with assumptions.

9. ANNUAL BUDGET CREATION AND REVISIONS

- a. Work with school staff on an annual basis to create a 5-year budget and cash flow projection on an annual basis to ensure proper future planning
- b. Provide a monthly budget and cash flow report to monitor the cash balance and protect against the gap caused by revenue and expenditure seasonality
- c. Revise the annual forecasts on an as-needed basis (but at least monthly) to provide school staff and board members with accurate year-end projections and the information necessary in a constantly changing environment

10. AUDIT PREPARATION AND OVERSIGHT WITH AUTHORIZERS

- a. Maintain electronic records of all transaction support
- b. Work directly with the independent auditors to provide information, thereby reducing client time commitment and audit fees



- c. Participate in, and support all oversight reviews from charter authorizers and governmental agencies to improve outcomes

11. TAX PREPARATION AND SUPPORT

- a. Prepare and electronically submit Form 1096 (summary of all 1099 forms) to the IRS for all required vendors and service providers
- b. Prepare and report sales and use tax returns
- c. Provide any and all information necessary for the preparation and submission of Form 990. *Payroll tax reporting is included in the payroll processing Exhibit B below.*

12. STRATEGIC PLANNING

- a. Work with school management to develop long-term strategies to ensure the school's prosperity
- b. Provide second opinions and act as sounding board for school management on business and financial matters



EXHIBIT B

SCOPE OF WORK: PAYROLL SERVICES

1. PAYROLL PROCESSING

- a. Provide support and assistance with the creation of internal processes and procedures, forms, and tracking systems
- b. Provide minimum wage guidance and support for compliance with state labor laws
- c. Assist in the development of a payroll schedule that is compliant with state labor laws and consistent with employee contracts
- d. Research staff with CalSTRS and CalPERS to ensure proper membership is established based on retirement regulations
- e. Ensure proper STRS & PERS forms are provided to staff when applicable
- f. Complete the new hire setup and existing staff setup in the payroll system
- g. Create and assign employee earning, deduction, and benefit codes to be in compliance with retirement and tax regulations
- h. Ensure all timesheets within the payroll system have been approved by managers for processing
- i. Assist with paid time off audits and make corrections in the payroll system
- j. Assist with Benefit audits to ensure correct medical deductions are being taken
- k. Assist with Verification of Employment paperwork
- l. Process payroll, and supplemental payroll runs as needed for:
 - (1) Involuntary terminations
 - (2) Voluntary termination without notice
 - (3) Scheduled bonuses/stipends
 - (4) Additional unscheduled/emergency payroll runs
- m. Oversee garnishments are handled and paid by the payroll system
- n. Ensure that all other retirement deductions such as 403b, 457, 401a, etc. are processed and submitted to the third-party administrator in compliance with state and federal laws
- o. Review payroll taxes processed and paid by the payroll system
- p. Review quarterly tax returns for all agencies
 - i. Federal 941
 - ii. State DE9 & DE9C
- q. Oversee year end W-2 and W-3 process
- r. Provide payroll processing reports as needed
- s. Assist with general payroll related questions
- t. Work with the payroll provider to setup the coding to track expenses related to restricted grants, LCAP, multiple school sites, etc
- u. Work directly with the payroll provider to create a payroll journal entry to record detailed payroll expenses

2. RETIREMENT REPORTING

- a. Process and submit monthly STRS and PERS reports to the third-party administrator or directly to CalSTRS and CalPERS



- b. Submit payment via ACH or live check within the timeframe as requested
- c. Work directly with the County Office of Education and CalSTRS/CalPERS related to questions and required supplemental reporting such as:
 - i. F496 files to SEW (if applicable)
 - ii. Newly elected or mandatory qualified members into the CalSTRS and CalPERS websites
 - iii. Ensuring the proper forms are completed and distributed such as the Permissive Election ES350 form
 - iv. Entering corrections from payroll to CalSTRS/CalPERS and sending corrections to payroll as needed
- d. Provide ongoing updates to Client administrative staff regarding:
 - i. Processes and procedures related to retirement programs
 - ii. Changes to eligibility and classification
 - iii. Compensation limits
 - iv. Rate changes
- e. Monitor and manage CalSTRS and CROWE audits
 - *Additional support for audit findings or historical corrections prior to current fiscal year would be billed separately on an hourly basis.*
- f. Manage internal retirement audits, corrections, and reconciliations



EXHIBIT C

SCOPE OF WORK: STUDENT DATA SERVICES

1. CALPADS REPORTING

- a. Reconcile all attendance data on a monthly basis
- b. CALPADS Fall 1 Data submission, including SSID Enrollment, Student Information Record, English Learner Program Record and Student Program Records
- c. CALPADS Fall 2 Data submission, including Staff Assignment, Staff Demographics, Course Section and Student Course Section
- d. CALPADS EOY 1-3 submission, including Student Discipline, Student Waiver, Student CTE and Student Absence
- e. Maintain monthly enrollment synchronization with CALPADS and SIS retrieval
- f. Report CALPADS anomalies to school management
- g. Report development, including transcripts, report cards and custom reports

2. ATTENDANCE TRACKING AND REPORTING

- a. Monthly attendance reconciliation
- b. Independent Studies setup
- c. Revised monthly submission
- d. Attendance audit report tracking
- e. Monthly ADA calculation
- f. Prepare Monthly, P-1, P-2 and Annual attendance reports from school-provided records, and submit to the chartering agency
- g. Attendance alerts
- h. Report all requisite attendance data to the charter authorizer and State agencies

3. STUDENT INFORMATION SYSTEM (SIS) SUPPORT

- a. Conduct multiple trainings for various school staff as needed:
 - i. Initial product training, including but not limited to system navigation, student and staff account management, student scheduling task management, and import and export of data and reports
 - ii. Client Counselor and Registrar/Office Manager trainings on system components, including but not limited to entering and managing historical grades, graduation progress tracking, student demographic data entry (including state required fields), parent/emergency contact data entry, and data quality checks to run student data audits/exception reports to identify missing data.
 - iii. SIS trainings as needed for school staff on entering attendance, attendance changes, and running attendance reports, working with attendance data grid, truancy reports/letters, and attendance audits.
 - iv. PowerLunch, Admin and PowerTeacherPro trainings
- b. System Setup Assist with Beginning of Year and End of Year tasks such as:
 - i. importing student records, create years/terms, final grade setup, create sections, etc.



- ii. Configure bell schedules and calendars that mirror regular, minimum and assembly day bell schedules
- iii. Configure adequate attendance, incident, entry and exit codes that capture data at a desired level of granularity
- iv. Track student activities such as: Independent Studies, Basketball team, academic decathlon, etc.
- v. Setup teacher grading environment via grade scales, assignment categories, standards, teacher comments, etc.
- vi. Perform System Administrative tasks such as integration with 3rd party software providers, maintain security groups and new school setup.

4. DATA AND ANALYSIS

- a. Generate standard reports based on available data in support of multiyear and subgroup analysis of CAASPP, English Learner, graduation rates, suspension rates, college/career readiness and chronic absenteeism data
- b. Perform ongoing data validation to find and flag missing or incorrect data for correction purposes
- c. Correlation analysis to validate or invalidate assumptions or expected academic achievement impact
- d. Generate grade distribution report by section, teacher and/or course names
- e. Produce English Learner reclassification candidate list based on available data and school criteria
- f. Benchmark data analysis in support of identifying reteaching opportunities
- g. Create perfect attendance, at-risk of chronic absenteeism, attendance rates by subgroups reports



EXHIBIT D HOURLY RATES

Level	Rate
Clerk	\$100.00
Staff	\$150.00
Senior/Manager	\$200.00
Executive/Director	\$250.00