



# Amethod Public Schools

## Special Meeting of the AMPS Board of Directors

Published on June 17, 2024 at 4:11 PM PDT

Amended on June 18, 2024 at 6:20 PM PDT

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### Date and Time

Tuesday June 18, 2024 at 7:00 PM PDT

### Location

1450 Marina Way South, Richmond CA, 94804

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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 in the Home Office's Board Room 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. Members of the public who are joining 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](http://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 24 hours prior to the meeting by calling (510) 436-0172. 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
<b>I. Opening Items</b>			<b>7:00 PM</b>
<b>A.</b> Call the Meeting to Order		Gilbert Lopez Jr.	5 m
<b>B.</b> Record Attendance		Sally Li	2 m
<b>C.</b> Announcements			2 m
<b>D.</b> 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.			
<b>II. Consent</b>			<b>7:11 PM</b>
<b>A.</b> Approval of 06/12/2024 Regular Board Meeting Minutes	Approve Minutes		2 m
<b>B.</b> Approval of AMPS Employee Handbook 2024-2025	Vote		2 m

	Purpose	Presenter	Time
<b>C.</b> Approval of Math Placement Policy 2024- John Henry High School	Vote		2 m
<b>D.</b> Approval of Math Placement Policy 2024- Oakland Charter High School	Vote		2 m
<b>E.</b> Approval of Harassment, Intimidation, Discrimination and Bullying Policy Effective August 1, 2024	Vote		2 m
<b>F.</b> Approval of Title IX Policy Effective August 1, 2024	Vote		2 m

**III. Business****7:23 PM**

<b>A.</b> Approval of Rojas Building Solutions Janitorial Services Contract 2024-2025  Public Comment: Members of the public may comment here.	Vote	Adrienne Barnes and David Pearson	5 m
<b>B.</b> Approval of ESSER III Spending Plans for BJE, RCA, JHHS, DCA, OCA, OCHS  Public Comment: Members of the public may comment here.	Vote	Maurice Williams	10 m
<b>C.</b> Approval of Classroom Furniture Quote- Benito Juarez Elementary (Funded by ELOP)  Public Comment: Members of the public may comment here.	Vote	Maurice Williams	5 m
<b>D.</b> Approval of Music & Arts Instruments Quote- Benito Juarez Elementary (Funded by ELOP)  Public Comment: Members of the public may comment here.	Vote	Maurice Williams	5 m
<b>E.</b> Approval of iReady 2024-2025 (Funded by ESSERS III)  Public Comment: Members of the public may comment here.	Vote	Maurice Williams	5 m

	Purpose	Presenter	Time
<b>F.</b> Approval of John Henry's TCI History Curriculum 6 Year License (Funded by ESSERS III)	Vote	Maurice Williams	5 m
Public Comment: Members of the public may comment here.			
<b>G.</b> Approval of Worthington Direct Furniture Quote- Oakland Charter Academy (Funded by ESSER III)	Vote	Maurice Williams	5 m
Public Comment: Members of the public may comment here.			
<b>H.</b> Approval of Worthington Direct Furniture Quote- Oakland Charter High School (Funded by ESSER III)	Vote	Maurice Williams	5 m
Public Comment: Members of the public may comment here.			
<b>I.</b> Approval of Character Programs (Mental Health / Bullying PDs) (Funded by ESSER III)	Vote	Maurice Williams	5 m
Public Comment: Members of the public may comment here.			
<b>J.</b> Approval of Ed Sped Solutions Contract 2024- 2025	Vote	Mary Busby	5 m
Public Comment: Members of the public may comment here.			
<b>K.</b> Approval of 2024-2025 CharterSafe Insurance Contract	Vote	Maria Arechiga	2 m
Public Comment: Members of the public may comment here.			
<b>IV. Closing Items</b>			<b>8:20 PM</b>
<b>A.</b> Adjourn Meeting	FYI	Gilbert Lopez Jr.	1 m

**THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE.** Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. **REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY.** The Governing Board's presiding officer reserves the right to impose



*reasonable time limits on public testimony to ensure that the agenda is completed. **REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY.** Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting the Amethod Public School Inc., 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172 [sallyli@amethodschools.org](mailto:sallyli@amethodschools.org). **FOR MORE INFORMATION.** For more information concerning this agenda, please contact Amethod Public Schools Main Administration, 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172; Email: [sallyli@amethodschools.org](mailto:sallyli@amethodschools.org)*

# Coversheet

## Approval of 06/12/2024 Regular Board Meeting Minutes

**Section:** II. Consent  
**Item:** A. Approval of 06/12/2024 Regular Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for Regular Meeting of the AMPS Board of Directors on June 12, 2024

APPROVED



# Amethod Public Schools

## Minutes

### Regular Meeting of the AMPS Board of Directors

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#### Date and Time

Wednesday June 12, 2024 at 6:00 PM

#### Location

1450 Marina Way South, Richmond, CA 94804

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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**.

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#### ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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##### **Directors Present**

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

##### **Directors Absent**

*None*

##### **Guests Present**

G. Barriga, S. Flores, S. Li

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#### **I. Opening Items**

##### **A. Call the Meeting to Order**

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

##### **C. Announcements**

No Announcements.

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

No Public Comments.

#### **II. Consent**

##### **A. Approval of 05/20/2024 Regular Board Meeting Minutes**

E. Gallegos made a motion to Approve of 05/20/2024 Regular Board Meeting Minutes.

A. Emmanuelli seconded the motion.

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

**Roll Call**

E. Quiroz Abstain

A. Emmanuelli Aye

E. Gallegos Aye

G. Lopez Jr. Aye

**B. Approval of Board Meeting Schedule 2024-2025**

A. Emmanuelli made a motion to Approve of Worthington Direct Furniture Quote-  
Oakland Charter Academy.

E. Quiroz seconded the motion.

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

**Roll Call**

G. Lopez Jr. Aye

A. Emmanuelli Aye

E. Gallegos Aye

E. Quiroz Aye

**C. Approval of Education of English Learners Policy 2024**

A. Emmanuelli made a motion to Approve of Education of English Learners Policy 2024.

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

**D. Approval of Professional Boundaries Policy 2024**

The Board Chair has pulled this item from the Agenda and will not be voting on this item.

**E. Approval of Revised Suicide Prevention Policy 2024 (June Updates)**

E. Gallegos made a motion to Approve of Revised Suicide Prevention Policy 2024 (June  
Updates).

A. Emmanuelli seconded the motion.

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

**Roll Call**

E. Quiroz Aye

A. Emmanuelli Aye

E. Gallegos Aye

**Roll Call**

G. Lopez Jr. Aye

**F. Approval of Annual Notice Packet 2024-2025**

E. Gallegos made a motion to Approve of Annual Notice Packet 2024-2025.

E. Quiroz 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

**G. Approval of Family Handbook 2024-2025**

E. Quiroz made a motion to Approve of Family Handbook 2024-2025.

A. Emmanuelli seconded the motion.

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

**Roll Call**

G. Lopez Jr. Aye

E. Quiroz Aye

A. Emmanuelli Aye

E. Gallegos Aye

**H. Approval of AMPS Employee Handbook 2024-2025**

The Board Chair has pulled this item from the Agenda and will not be voting on this item.

**I. Approval of Protected Prayer Joint Resolutions Policy**

E. Quiroz made a motion to Approve of Family Handbook 2024-2025.

E. Gallegos seconded the motion.

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

**Roll Call**

E. Gallegos Aye

G. Lopez Jr. Aye

A. Emmanuelli Aye

E. Quiroz Aye

**J. Approval of Math Placement Policy 2024- John Henry High School**

The Board Chair has pulled this item from the Agenda and will not be voting on this item.

**K. Approval of Math Placement Policy 2024- Oakland Charter High School**

The Board Chair has pulled this item from the Agenda and will not be voting on this item.

### III. Business

#### A. Approval of Local Control and Accountability Plan (LCAP) 2024-2025

Sylvia presents new 3 year LCAP plan for all 6 sites. Amethod has been gathering information from families, The Board, and the community to put together a newly developed 3 year LCAP. Ms. Flores states 2024 LCAP Improvements. The 2024 LCAP: Goal 1 provides an academically rigorous, Common Core-aligned college preparatory program with support and interventions for students' academic development. On the slide shown, we can see Metrics has been broken down into Annual Measurable Outcomes, and a Desired 3 year outcome. Ms. Flores Sylvia mentions that specific metrics are in place for each desired 3 year outcome. Goal 2 creates an engaged parent community that is fully invested in and actively connected to the school community and academic program. Goal 3 creates a safe, inclusive and welcoming school climate where students and staff are engaged and fully invested in students' academic, health and socio-emotional learning. Amethod does see students that come from low socio-economic backgrounds have difficulty thriving, and the goal is to bridge that gap. Slides for the 2024-2025 Planned Expenditures for each school site is shown.

No public comments.

Board member Edgar notes that this is an impressive document and plan and gives thanks to the team working on this project. Sylvia states it was a team effort meeting two to three times a week and making this a priority.

A. Emmanuelli made a motion to Approval of Local Control and Accountability Plan (LCAP) 2024-2025.

E. Quiroz seconded the motion.

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

#### Roll Call

E. Gallegos Aye

E. Quiroz Aye

G. Lopez Jr. Aye

A. Emmanuelli Aye

#### B. Approval of Fiscal Year 2024-2025 Budget

A. Emmanuelli made a motion to Approval of Fiscal Year 2024-2025 Budget.

E. Quiroz seconded the motion.

Matthew Persin introduces himself and Charter Impact. He starts with explaining the State Budget Process. He proceeds with the May Revise Highlights. He explains the LCFF Increase from 2018 - 2029. The Governor May Revised Update slide is shown. There are increases in the proposal. Changes has occurred in the Learning Recovery Proposals. There are other key updates such as 10:1 TK ratio. Mr. Persin dives straight into the Fiscal Year 25 overview. There is 1,993 total enrollment. 1,878 total students that require ADA. There is \$44.8M total revenues, and \$43.5 total expenses. There is a \$1.2M surplus. A slide detailing each site is shown and further explained. Board Member Elisa

wants to know how we can continue to stay within budget and stay conservative with our spending. Ms. Flores states that student data is lower than what we would like so she is ensuring that funds are being allocated for 1:1 support and paraeducators. Most funds are being allocated for this and professional development. Budget was cut from PD consultants due to hiring appropriate staff.

No public comments.

Board member appreciates how easy it was to understand context.

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

**Roll Call**

E. Quiroz Aye

A. Emmanuelli Aye

E. Gallegos Aye

G. Lopez Jr. Aye

**C. Approval of California Dashboard Local Indicators**

E. Quiroz made a motion to Approval of California Dashboard Local Indicators.

E. Gallegos seconded the motion.

Sylvia presents Local Indicators. Local Indicators are part of California's school accountability system and are published annually s part of the California School Dashboard. Ms. Flores goes over Local Indicator Scores for this year and states that all of that standards have been met for every school. Priorities 1-3, and 6-7 are listed. There are two instances where DCA and OCA did not meet "good repair" but Ms. Flores states that has been remedied. Board Member Andres wants us to continue to strive for more and go the extra step and wants to know how the Board can support in that happening.

No public comments.

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

**Roll Call**

E. Gallegos Aye

G. Lopez Jr. Aye

E. Quiroz Aye

A. Emmanuelli Aye

**D. Approval of FY24-25 EPA Spending Plans**

E. Gallegos made a motion to Approval of FY24-25 EPA Spending Plans.

A. Emmanuelli seconded the motion.

Ms. Barnes goes over Education Protected Account Spending Plans which vary per school. We are spending all of our EPA funds on instruction.

No public comments.

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

**Roll Call**

E. Gallegos Aye

G. Lopez Jr. Aye



**Roll Call**

E. Quiroz Aye  
A. Emmanuelli Aye

**E. Approval of 2024-2025 Consolidated Application for Federal Funding**

E. Quiroz made a motion to Approve of 2024-2025 Consolidated Application for Federal Funding.

E. Gallegos seconded the motion.

There are multiple reports of previous spending to review. Board Member Elisa notes that Marie Arce should be removed as a main contact person. No public comments.

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

**Roll Call**

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

**F. Approval of 2023-2024 Prop 28 AMS Annual Report**

E. Gallegos made a motion to Approve of 2023-2024 Prop 28 AMS Annual Report.

A. Emmanuelli seconded the motion.

Prop 28 is a source of funding that has to be spent this year. Due to No Art Program being established in 23-24, Board member Andres asks if there is plans to spend this money. Ms. Flores states there will be plans made, but it is in the works. There is a deadline for which these funds needs to be spent. Board Vice asks if the funds can be used for next year even though they are for 23-24. Mr. Persin states there is 3 years for the money to be spent. Board Member Andres is suggesting we spend all money that we have even if it presents challenges, as in the end students are the ones who benefit. The current plan is to spend throughout the next two years. No public comments.

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

**Roll Call**

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

**G. Approval of ConApp Reporting**

The Board Chair has pulled this item from the Agenda due to it being a duplicate to item E. and will not be voting on this item.

**H. Approval of HVAC Repair Quote- Downtown Charter Academy**

The Board Chair has pulled this item from the Agenda and will not be voting on this item.  
The Board Chair has pulled this item from the Agenda and will not be voting on this item.

**I. Approval of School Outfitters Furniture Quote**

The Board Chair has pulled this item from the Agenda and will not be voting on this item.

**J. Approval of Worthington Direct Furniture Quote- Oakland Charter Academy**

E. Quiroz made a motion to Approve of Worthington Direct Furniture Quote- Oakland Charter Academy.

E. Gallegos seconded the motion.

Mr. Pearson provides a quote for an array of classroom furniture. He assess that some furniture needs to be replaced, he shows order for BJE and OCA. He claims students are in dyer need of these essential items. OCA has the oldest furniture of all the schools.

Some furniture is broken, or not in good shape. Multiple grants can be used for this furniture. Elisa wonders where we are shopping and wants us to remain within Budget.

Mr. Pearson is speaking with multiple reps from vendors so that we can get the best offer.

No public comments.

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

**Roll Call**

G. Lopez Jr. Aye

A. Emmanuelli Aye

E. Quiroz Aye

E. Gallegos Aye

**K. Approval of Janitorial Services Contract for 2024-2025 School Year**

E. Quiroz made a motion to Approval of Negotiate Janitorial Services Contract for 2024-2025 School Year.

E. Gallegos seconded the motion.

Mr. Pearson feels that we are maintaining a clean, professional space for our staff and students. He is proposing a new contract for Janitorial Services for 2024-2025. Currently Janitors are working while students are on campus. Mr. Pearson is proposing new services with different vendors. City wide facilities, Green, Rojas, and BSM Facility services are an option. Rojas is a strong contender. Andres questions whether we have experience with Rojas, Mr. Pearson states that while he does not, Maurice Williams the Chief Academic Officer does. Elisa asks about additional services such as plumbing or fixing a broken faucet. Mr. Pearson states that while it is an additional charge they are able to take care of such situations. Mr. Pearson wants to retain 4 AMPS Facility staff to take care of things onsite. Board member Elisa wonders about transportation between the sites. Mr. Pearson states that staff are encourage to keep track of mileage for reimbursement over driving a company car. Seven staff members will be laid off. No public comments.

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

**Roll Call**

A. Emmanuelli Aye

**Roll Call**

E. Gallegos Aye

G. Lopez Jr. Aye

E. Quiroz Aye

Board Chair Gilbert announces a 5 minute break at 7:40pm. Break is over at 7:51pm.

**L. Approval of Ed Sped Solutions Contract 2024-2025**

The Board Chair has pulled this item from the Agenda and will not be voting on this item.

**M. Approval of Ascend HR Consulting Contract 2024-2025**

E. Quiroz made a motion to Approval of Ascend HR Consulting Contract 2024-2025.

A. Emmanuelli seconded the motion.

Amethode has been in contract with Shameka Henderson and her contract was approved for the last year. She provides a full scope of HR Services. Director of HR is on Leave, additional support is needed. Original contract ends June 30th. The new contract has a new termination clause of 2 months. Once Director of HR comes back we may choose to scale back the need of services. Currently Ms. Flores assess we are in need of her services for the upcoming school year. The cost to Amethode Public Schools is \$12,900 per month. She is paid through a consulting contract without benefits. No public comments. Board Member Edgar states Shameka has been very helpful these last few months and is a strong staff member.

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

**Roll Call**

A. Emmanuelli Aye

E. Quiroz Aye

E. Gallegos Aye

G. Lopez Jr. Aye

**N. Approval of Bubbalo Lease Extension for 2025-2030**

The Board Chair has pulled this item from the Agenda and will not be voting on this item.

**O. Approval of 2024-2025 Vended Meals Agreement: Revolution Foods**

E. Gallegos made a motion to Approve of 2024-2025 Vended Meals Agreement: Revolution Foods.

A. Emmanuelli seconded the motion.

Maria Arechiga, Director of Operations, request a renewal with our meal provider. We provide free meals to all students, due to the inability to cook meals on side we acquire meals from a vendor. We break even once we get reimbursement, but it does require an upfront cost. As long as we continue to manage waste and extras we should be able to break even or even create a very small profit. Board Member Andres questions the quality of the food. Maria states that we are working with vendors to get better food options. Board Member Edgar states he is aware of Revolutionary Food and has had good experiences with them. Member Andres wants to implement a strategic plan about

healthy eating habits for the kids. Andres is wondering if we are able to use the excess profits for education for the students. No public comments.

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

**Roll Call**

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

**P. Approval of 2024-2025 Insurance Contract**

The Board Chair has pulled this item from the Agenda and will not be voting on this item.

**Q. Approval of Navigator Schools PD Partnership**

A. Emmanuelli made a motion to Table the Approval of Navigator Schools PD Partnership.

E. Gallegos seconded the motion.

Ms. Flores presents a partnership proposal for Amethod from Navi Impact. The cost proposal is about \$115,000 for all 6 school sites. The program provides a Summer Leader Intensive, a Summer Teacher Intensive, Momentum Coaching, Site Visits, and Navigator Curriculum Resources, Professional development materials, and Teachable content. She states it aligns with how much we would like to budget for PD. This cost comes out of certain grants that we are receiving for educator training and effectiveness to provide better instruction for our students. Elisa is questioning the travel reimbursement and notes that this company is out of Hollister, CA. Ms. Flores feels that Navigator Impact aligns with our academic goals. This company is more cost effective and local which benefits the company. No public comments.

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

**Roll Call**

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

**R. Approval of Character Programs (Mental Health / Bullying PDs)**

E. Quiroz made a motion to Table Approval of Character Programs (Mental Health / Bullying PDs).

A. Emmanuelli seconded the motion.

Ms. Flores presents a contract to support school climate, student mental health and bullying. Live Trainings with Tom Thelen has a variety of Training Topics such as Mental Health 101, Bullying Prevention, Violence Prevention, Online Safety for Kids & Teens. They host school assembly programs. This program is specialized in trainings for students, teachers and parents. They can assist with general positive behavior support in the classroom. The Chief Academic Officer has identified needs and has received an

invoice for a total of \$102,658.00. Board Member Elisa wonders how we decided on this company. Ms. Flores states we are still in the process of discovering who may be the best fit. Elisa is wondering how the social-emotional component can be taken into consideration given that we have a very diverse community. There is no deadline on this contract. If we decide to proceed with grant funding then there may be deadlines to keep in mind. The Approval has been paused, and will be revisited until the next meeting. No public comments.

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

**Roll Call**

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

**IV. Closed Session**

**A. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

The Board reconvenes from Closed Session at 10:22pm. No reportable actions.

**B. CEO Evaluation**

No reportable actions.

**C. Conference with Labor Negotiator**

No reportable actions.

**D. Conference with Labor Negotiator**

No reportable actions.

**V. Open Session Information/Action**

**A. Board Approval/Ratification of Compensation Comparability Study for Chief Executive Officer Position**

E. Gallegos made a motion to Board Approval/Ratification of Compensation Comparability Study for Chief Executive Officer Position.

E. Quiroz seconded the motion.

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

**Roll Call**

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

**B.**

**Board Chair: Required Oral Report Regarding Chief Executive Officer Employment Contract**

Board President Gilbert announces contract will begin July 1 end June 30th. No public comments.

**C. Board Ratification/Approval of Chief Executive Officer Employment Contract**

E. Quiroz made a motion to Board Ratification/Approval of Chief Executive Officer Employment Contract.

E. Gallegos seconded the motion.

Board Member Andres shares the results for evaluations for the CEO. Evaluations were made anonymously. The findings has been discussed in depth with the board and shared with Ms. Flores. All AMPS Employees were eligible to apply. No public comments .

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

**Roll Call**

E. Gallegos Aye

G. Lopez Jr. Aye

E. Quiroz Aye

A. Emmanuelli Aye

**D. Board Approval/Ratification of Compensation Comparability Study for Chief Academic Officer Position**

E. Quiroz made a motion to bring up for approval for Next Meeting Board Approval/Ratification of Compensation Comparability Study for Chief Academic Officer Position.

A. Emmanuelli seconded the motion.

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

**Roll Call**

G. Lopez Jr. Aye

E. Quiroz Aye

E. Gallegos Aye

A. Emmanuelli Aye

**E. Board Chair: Required Oral Report Regarding Chief Academic Officer Employment Contract**

**F. Board Ratification/Approval of Chief Academic Officer Employment Contract**

**VI. Discussion**

**A. CEO Report**

Ms. Flores reports RCA and BJE is at full capacity. DCA is also at full capacity at about 300 students. JHHS, OCHS, and OCA still trying to gain more students. Enrollment

numbers are expected to grow across all sites. Goal is to attract and retain students. Home Office is almost fully staffed, She presents David Brown who is a new hire who will lead data and instruction. HR Manager and English Learner Coordinator has vacancies. She will be conducting interviews this week. School sites still has many teacher vacancies, we are working to fill those. An increase in applicants when a hiring bonus was implemented. Julia Lee will be taking over DCA as a site leader. 3 more dean of Instructions are still being hired. A preliminary report was given to Amethod that shows an increase of student achievement from last year to this year. All schools are seeing increases, some large some small but everyone is making improvements. Workplace violence prevention survey has been sent to all staff, and plans should be followed through to go into effect on July 1st. AMPS Board of Directors will have a retreat on July 31st.

## 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 10:48 PM.

Respectfully Submitted,  
G. Lopez Jr.

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**THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE.** Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. **REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY.** The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed. **REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY.** Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting the Amethod Public School Inc., 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172 [sallyli@amethodschools.org](mailto:sallyli@amethodschools.org). **FOR MORE INFORMATION.** For more information concerning this agenda, please contact Amethod Public Schools Main Administration, 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172; Email: [sallyli@amethodschools.org](mailto:sallyli@amethodschools.org)

# Coversheet

## Approval of AMPS Employee Handbook 2024-2025

<b>Section:</b>	II. Consent
<b>Item:</b>	B. Approval of AMPS Employee Handbook 2024-2025
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AMPS Employee Handbook 2024-2025.pdf



# AMPS



*HONOR HARD WORK*

## **AMETHOD PUBLIC SCHOOLS**

### ***EMPLOYEE HANDBOOK***

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## INTRODUCTION TO HANDBOOK

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

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

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

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

## DIVERSITY AND INCLUSION

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

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

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

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

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

## GENERAL POLICIES

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

#### *Covered Individuals*

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

#### *Discrimination*

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

#### *Adverse Employment Action*

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

#### *Protected Categories*

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

For purposes of this policy, discrimination on the basis of “national origin” also includes discrimination

against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

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

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

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

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

### *Scope of Policy*

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

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

## **B. Unlawful Harassment**

### *Covered Individuals*

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



unlawful harassment by non-employees, including students, parents, and anyone else who has workplace contact with our employees.

### *Protected Categories*

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

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

### *Unlawful Harassment*

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

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

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

### *Abusive Conduct Prevention*

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

### *Scope of Policy*

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

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

### *Retaliation Covered Individuals*

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

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

### *Adverse Employment Action*

As used in this policy, “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment

opportunities because of making a complaint or for cooperating in an investigation; changing an employee's work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the "cold shoulder") when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

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

### *Complaint Procedure—Discrimination, Unlawful Harassment, Retaliation*

#### Duty to Report

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

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

#### Where to Report Complaint to AMPS

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

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

#### Contents of Complaint

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

#### Response to Complaint (Investigation)

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

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

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

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

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

#### No Retaliation

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

#### *How to Report Complaint to Government Agencies*

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

#### *Sexual Harassment Training Requirements*

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

### **C. Whistleblower Policy**

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

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

### **D. Employment “At- Will”**

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

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

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

### **E. Eligibility for Employment**

#### ***Immigration Compliance***



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

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

### *Certification*

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

### *Tuberculosis Testing*

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

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

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

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the

supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

### *Criminal Background Checks*

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

## **F. Employment Classifications**

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

### *Non-exempt Employees*

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

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

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

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

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

### *Exempt Employees*

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

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave, or vacation.

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

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

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

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

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

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

## **G. Employment Status**

### *Regular Full-time Employees*

Employees who work 30 hours or more per workweek on a regular basis. Such employees may be "exempt" or "nonexempt" and are eligible for employee benefits as described in this Handbook as well as those benefits required by law.

### *Regular Part-time Employees*

Employees who work fewer than 30 hours per workweek on a regular basis. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Such employees may be "exempt" or "nonexempt". Part-time employees are not eligible for benefits except as required by law.

### *Temporary/Seasonal/Intern Employees*

Temporary employees are those employed on a temporary basis for short-term assignments. Short-term assignments will generally be periods of three months or less; however, such assignments may be



extended. Temporary employees are not eligible for any benefits except where mandated by law. A temporary employee may be offered and may accept a new temporary assignment with AMPS and still retain temporary status.

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

#### ***H. Job Duties***

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

#### ***I. Work Location***

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

#### ***J. Open Door Policy***

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

#### ***K. Workplace Anti-Violence Policy***

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

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

Employees must always ensure that all visitors have signed in the visitor log and are wearing appropriate

visitor tags/badges. Suspicious persons or activities must be reported to Human Resources. Employees must secure their desk or office at the end of the day.

### *Workplace Violence Defined*

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

### *Weapons Prohibited in the Workplace*

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

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

### *Former Employees Prohibited on Premises*

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

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

### *Searches and Inspections*

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

### *Enforcement/Complaint Procedure*

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

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

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

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

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

## WAGES, ATTENDANCE, TIMEKEEPING AND RELATED PRACTICES

### A. *Payment of Wages*

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

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

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Payroll Team at [prsupport@amethodschools.org](mailto:prsupport@amethodschools.org) to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by updating their W-4 form in Paylocity.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Payroll Team at [prsupport@amethodschools.org](mailto:prsupport@amethodschools.org) and to update their W-4 form in Paylocity.

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

### B. *Overtime Pay*

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

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

When operating requirements or other needs cannot be met during regular working hours, nonexempt employees may be required to work overtime. Overtime pay is based on actual hours worked. All overtime work must be authorized in advance by the Site Director or immediate supervisor. Failure to obtain such approval may subject an employee to discipline, up to and including termination. No overtime

compensation will be paid to exempt employees. Failure to work scheduled overtime, or working overtime without prior authorization from management may result in disciplinary action, up to and including termination of employment. The School will never ask an employee to work off the clock. All non-exempt employees are to be paid for all hours worked. If you are asked to work off the clock, or if you are asked by anyone not to record your time working, you must notify Human Resources immediately.

### **C. *Expense Reimbursement***

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

### **D. *Attendance and Tardiness***

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

You are expected to notify your direct supervisor at least two (2) hours prior to the start of your scheduled time. In the event of an unforeseen emergency where you are unable to do so, please notify them as soon as possible. Because voicemail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notification—you must personally contact your supervisor or the Site Director in a timely manner. If you are unable to reach your supervisor or the Site Director by phone, you may send an email and/or text message, but you must attempt to reach the appropriate parties by phone call first. If you are required to leave work early, you must also personally contact your supervisor or the Site Director and obtain their permission. Employees are not allowed to relay messages to the direct supervisor or the Site Director through co-workers that they will be absent or tardy. If you are absent from work longer than one day, you are expected to keep your supervisor sufficiently informed of your situation and when you will return to work. You must get approval from your direct supervisor for any planned absences. Under certain circumstances, AMPS may require documentation from a healthcare provider verifying your need to be absent from work due to illness or other medical reasons if such absence lasts three (3) or more consecutive work days.

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

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

### **E. *School Social Activities***

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

school events is doing so on a voluntary basis, such participation will not be compensated by AMPS.

#### **F. Timekeeping Requirements**

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

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

Employees are prohibited from doing the following:

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

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

#### **G. Work Schedules**

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

#### **H. Rest Breaks and Meal Breaks**

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

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked



which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

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

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and HR. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should notify Payroll at [prsupport@amethodschools.org](mailto:prsupport@amethodschools.org) to arrange for a premium to issue to the employee.

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

### Responsibilities

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

### Discipline

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

## **I. Lactation Breaks**

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

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

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to

electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, AMPS shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, AMPS may provide another cooling device suitable for storing milk, such as a School-provided cooler. To request the above, please contact Human Resources.

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



## STANDARDS OF CONDUCT

### A. ***Professional Boundaries: Staff/Student Interaction Policy***

Amethod Public Schools (“AMPS” or “Charter School”) recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning conducive environment possible.

#### *Corporal Punishment*

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

#### A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

#### B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

#### *Acceptable and Unacceptable Staff/Student Behavior*

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member’s obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, “Would I be engaged in this conduct if my family or colleagues were standing next to me?”

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by

staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### *Duty to Report Suspected Misconduct*

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

### *Examples of Specific Behaviors*

The following examples are not an exhaustive list:

#### *Unacceptable Staff/Student Behaviors (Violations of this Policy)*

- A. Giving gifts to an individual student that are of a personal and intimate nature.
- B. Kissing of any kind.
- C. Any type of sexual contact
- D. Massage (Note: massages are prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down.
- E. Any type of unnecessary physical contact with a student in a private situation.
- F. Full frontal or rear hugs and lengthy embraces
- G. Sitting students on one's lap
- H. Wrestling with students or other staff member except in the context of a formal wrestling program
- I. Tickling or piggyback rides
- J. Intentionally being alone with a student away from the school.
- K. Making or participating in sexually inappropriate comments.
- L. Sexual jokes or jokes/comments with sexual double entendre.
- M. Seeking emotional involvement with a student for your benefit.
- N. Listening to or telling stories that are sexually oriented.
- O. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- P. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- Q. Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- R. "Dating" or "going out with" a student

- S. Remarks about the physical attributes or development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- T. Being alone in a room with a student at school with the door closed.
- U. Taking photographs or videos of students for personal use or posting online
- V. Leaving campus alone with a student for lunch
- W. Undressing in front of a student
- X. Sharing a bed, mat, or sleeping bag with a student
- Y. Using profanity with or to a student
- Z. Being "friends" with a student on any personal or non-School social media website
- AA. Engaging in inappropriate and/or unprofessional communications with students on School social media
- BB. Communicating with students or parents/guardians in violation of the School's Social Media Policy
- CC. Excessive attention toward a particular student.
- DD. Being alone in a room with a student at school with the door closed.
- EE. Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

#### *Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission*

These behaviors should only be exercised when a staff member has parent and supervisor permission.

- A. Giving students a ride to/from school or school activities.
- B. Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other responsible adult.

#### *Cautionary Staff/Student Behaviors*

These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.

- A. Sending emails, text messages or letters to students if the content is not about school activities.

#### *Acceptable and Recommended Staff/Student Behaviors*

- A. Getting parents' written consent for any after-school activity.
- B. Obtaining formal approval from the Charter School and parents/guardians to take students off school property for activities such as field trips or competitions.
- C. Emails, text, phone and social media messages or letters to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology and in alignment with the Charter School's Social Media Policy).
- D. Keeping the door open when alone with a student.
- E. Keeping reasonable space between you and your students.
- F. Stopping and correcting students if they cross your own personal boundaries.
- G. Keeping parents informed when a significant issue develops about a student.
- H. Keeping after-class discussions with a student professional and brief.
- I. Asking for advice from fellow staff or administrators such as Human Resources or the CEO) if you find yourself in a difficult situation related to boundaries.
- J. Involving your supervisor if conflict arises with the student.
- K. Informing the Principal about situations that have the potential to become more severe.

- L. Making detailed notes about an incident that could evolve into a more serious situation later.
- M. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- N. Asking another staff member to be present if you will be alone with any type of special needs student.
- O. Asking another staff member to be present when you must be alone with a student after regular school hours.
- P. Giving students praise and recognition without touching them.
- Q. Pats on the back, high fives and handshakes are acceptable.
- R. Keeping your professional conduct a high priority.
- S. Asking yourself if any of your actions that are contrary to this policy are worth you sacrificing your job, your career, and the reputation of the Charter School.

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

### *Reporting Violations*

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

### *Child Abuse & Neglect Reporting*

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

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

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

AMPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

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

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

### *Investigating*

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

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

### *Violations*

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

## **B. Confidential Information**

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

It is important to AMPS to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, parent and student lists, lesson plans, techniques and concepts, marketing plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential. AMPS devotes significant time, energy, and expense to

develop and acquire its trade secrets and confidential information. As an employee of AMPS you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by AMPS. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than as authorized for the sole benefit of AMPS, either during the term of your employment or at any other time thereafter. Confidential information shall not be disclosed except through normal channels and with prior authorization. Any and all trade secrets or confidential information shall be returned to AMPS during extended leaves of absence or upon termination of employment.

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

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

### **C. Rules of Conduct**

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

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

1. *Insubordination* - refusing to perform a task or duty assigned or act in accordance with instructions and / or policies provided by an employee's supervisor, AMPS' policies, or proper authority.
2. *Inefficiency* - including deliberate restriction of output, carelessness or unnecessary waste of time or material, neglect of job, duties or responsibilities.
3. *Unauthorized soliciting*: collecting of contributions, distribution of literature, or written or printed material that is not directly related to AMPS is strictly prohibited in work areas during work times (see Solicitation and Distribution Policy, below) by both non- employees and by employees. However, nothing in this provision is intended to limit the rights of employees to organize, or otherwise engage in conduct expressly permitted under the National Labor Relations Act.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of AMPS property.
5. Fighting or instigating a fight on AMPS premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on AMPS premises.
8. Gambling on AMPS premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, applications for employment, payroll information, timesheets, and time cards.
10. Recording the timesheets of another employee or permitting or arranging for another employee to record your timesheet.
11. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
12. Excessive absenteeism or tardiness excused or unexcused except to the extent permitted by law.
13. Posting any notices on AMPS premises without prior written approval of management, unless



- posting is on an AMPS bulletin board designated for such employee postings.
14. Engaging in sabotage or espionage (industrial or otherwise)
  15. Violations of the discrimination, harassment and retaliation prevention policy.
  16. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
  17. Sleeping during work hours.
  18. Release of confidential information without authorization.
  19. Refusal to speak to supervisors or other employees.
  20. Unauthorized use of cameras or other recording devices on School premises.
  21. Intentionally supplying false information in order to obtain a leave of absence or other benefits from AMPS.
  22. Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
  23. Unsatisfactory work performance.
  24. Unprofessional conduct.
  25. Failure to possess or maintain the credential/certificate required of the position.
  26. Dishonesty.
  27. Any other conduct detrimental to other employees or the School's interests or its efficient operations.

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

#### ***D. Employment References***

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

## **OPERATIONAL CONSIDERATIONS**

### **A. *Computer Usage and Privacy***

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

#### *Definitions*

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

#### *Ownership and Conditions of Use*

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

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

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

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

#### *Confidentiality and Privileges*

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



### *Prohibited Use*

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

1. Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of any characteristic protected by law as set forth in AMPS' policies against discrimination, harassment, and retaliation. Those policies apply to all aspects of employment, including the use of the Communications Systems.
2. Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.
3. Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
4. Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the CEO of AMPS.
5. Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from AMPS.
6. Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Board or CEO or his/her/its designee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

### *Access and Disclosure*

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

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

Although AMPS entrusts employees with the use of voice mail, e-mail, computer files, software, or similar School property, employees should keep in mind that these items have been installed and maintained at great expense to AMPS and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. Employees are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, employees should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when

exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. AMPS is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

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

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

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

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

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

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

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

#### *Discipline for Violations of Policy*

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

#### *Policy May Be Amended at Any Time*

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

### **B. Social Media Policy**

In light of the explosive growth and popularity of social media technology in today's society, AMPS has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media

platform that is related to AMPS; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with AMPS; or (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites.

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

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

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

### *Standards of Conduct*

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

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

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

### *Creating and Using School Social Media*

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

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

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

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

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

### *Access*

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

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

a reasonable expectation of privacy in their use of or access to AMPS' various electronic communications systems.

### *Discipline*

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

### *Retaliation Is Prohibited*

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

### *Questions*

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

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

## **C. Personal Business**

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

## **D. News Media Contacts**

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

## **E. Notice Posting**

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

## **F. Conflict of Interest**

While employed by AMPS, all employees owe a duty of loyalty to AMPS and must avoid situations involving an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee

or for a relative as a result of AMPS' business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

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

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

### *Personal and Familial Relationships With Co-Workers*

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

### *Gifts*

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

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

### *Outside Activities*

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



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

1. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
2. Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
3. Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
4. Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
5. Additional employment that directly or indirectly competes with the business or the interests of our School.

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

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

#### **G. *Cameras and Video Surveillance***

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

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

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

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

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

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

## **H. Employer Property**

Lockers, computers, desks, bookshelves, and other employer-owned property are AMPS property and must be maintained according to AMPS rules and regulations. They must be kept clean and are to be used only for work-related purposes. AMPS reserves the right to inspect all AMPS property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any School property may be removed from the premises. Materials developed by an employee for purposes of his or her employment with AMPS are considered School property. All School property must be immediately returned upon termination of the employment relationship.

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

## **I. Employee Property**

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

## **J. Dress Code and Other Personal Standards**

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

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

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

1. Excessively tight clothing, including leggings and tights without proper coverage;
2. Clothing which promotes alcoholic beverages, tobacco, or the use of controlled substances by words or symbols;
3. Clothing with slurs, political statements, slogans, etc., other than AMPS' logo and or School motto;
4. Shorts, skirts, or dresses that end more than 2 inches above the knee;
5. Exposed body areas usually concealed by clothing such as torso, chest, back, stomach, etc.;



6. Bright colored hair dye (unless as excused for school spirit functions or discussed with Site leaders);
7. Clothing which contains profanity, nudity, depicts violence, or is sexual in nature by words or symbols;
8. Open toed shoes, sandals, or flip flops;
9. Tube tops, tank tops, crop tops or spaghetti strap tops;
10. Undergarments worn as an outer garment or any see-through clothing that reveals an undergarment;
11. Hats, visors, sunglasses, sweatbands, and bandanas (may be worn outside but must be removed when inside the workplace);
12. Jeans (except as described in Friday Business Casual Dress Policy below).

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

### *Piercings and Tattoos*

Body piercings (e.g., jewelry affixed to the nose, tongue, cheek, lip, or eyebrow) and tattoos are prohibited if they disrupt the orderly operation of AMPS. Tattoos which contain profane, vulgar, offensive, sexual or obscene statements or images are prohibited and must be covered at all times.

### *Friday Casual Dress Policy*

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

1. Casual shirts: AMPS or site branded polo shirts. All shirts with collars, business casual crewneck or V-neck shirts, blouses, golf and polo shirts in school colors. College-branded shirts are acceptable. Examples of inappropriate shirts include; shirts with inappropriate slogans, tank tops, muscle shirts, camouflage and crop tops. In specified circumstances, T-shirts may be approved and provided for specific events only.
2. Pants: Casual slacks and trousers and jeans without holes, frays, etc are permitted. Pants worn below the waist or hip line are prohibited at all times.

### ***T. Parking***

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

### ***U. Solicitation and Distribution of Literature***

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

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

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

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

## ***V. Health and Safety Policy***

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

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

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

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

## ***W. Communicable Diseases***

### Introduction

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

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

### General Guidelines

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

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

Other factors could be considered as well. Managers and supervisors are responsible for:

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

### Communicable Illness Defined

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

### Reporting Procedure

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

### Work Restrictions

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

Certain employees who can complete job duties remotely may have the option to work from home, subject

to the discretion and prior approval of AMPS. Additionally, leaves of absence, use of vacation or other arrangements may be an option. Depending on the circumstances, AMPS may offer other options.

### Duty to Maintain Privacy

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

## **X. Drug and Alcohol Abuse Policy**

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

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

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

1. Use, possession, purchase, or offer for sale of drugs, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
2. Use, possession, purchase, or offer for sale of drugs, drug paraphernalia, or alcohol on School property at any time;
3. Use, possession, purchase, or offer for sale of drugs, drug paraphernalia, or alcohol while attending a School function or event;
4. Storing alcohol (if unauthorized), drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on AMPS' premises;
5. Refusing to submit to an inspection or testing when requested by AMPS;
6. Being under the influence of drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on AMPS' premises and/or attending a School function or event;
7. Conviction under any criminal drug statute for a violation occurring in the workplace; or
8. Failure to keep all prescribed medicine in its original container.

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

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

### *Searches*

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

### *Testing*

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

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

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

### *Violations*

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

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

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

## **Y. Smoking**

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

## **Z.      *Security Protocols***

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

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

## **AA.    *Safety and Incident Reporting***

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

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

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

## **BB.    *Driving on AMPS Business***

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

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe- manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

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

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is

charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability. Any employee who has an accident while driving on AMPS business must report that accident immediately to his or her supervisor and HR.

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



## **EMPLOYEE LEAVES AND BENEFITS**

### **A. *Holidays***

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

The following days are observed as paid holidays by AMPS:

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

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

### **B. *Vacation Policy***

Ten (10) month employees do not accrue vacation days. Twelve (12) month regular full-time employees (as defined in this Handbook) begin to earn and accrue vacation starting on the first day of employment at a rate of 3.33 hours per pay period up to 80 hours of vacation time per year. Vacation time can accrue up to a maximum cap of 1.5 times the annual accrual maximum, which is 120 hours of vacation time. Once the 120 hour cap is reached, employees will cease to accrue further vacation time until the employee's accrued vacation time falls below that cap. When vacation time falls below the cap of 120 hours, then vacation will begin to accrue again. Vacation accrues on an as-worked basis. Vacation will not accrue during any unpaid leave of absence, inactive time, unpaid time, or non-working time or during any period when the employee's vacation time was at the maximum cap.

All employees must have supervisory approval before taking vacation, by submitting a request through Paylocity at least two weeks prior to the date(s) requested. Failure to submit this request at least two weeks in advance may result in denial of the request. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although AMPS will attempt to accommodate vacation requests to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and AMPS reserves the right to deny a vacation request based on



operational needs of AMPS. AMPS reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

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

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

### **C. *Paid Sick Leave***

Paid sick leave is available to all School employees who work for the School for more than thirty (30) days within a year and who work at least two (2) hours within a week. Each fiscal year, all AMPS employees will be granted 10 days of Paid Sick Leave for use during that fiscal year. Mid-year hires will receive a prorated allowance of Paid Sick Leave based on their start date, rounded to the nearest whole day. Sick time may be used in one (1) hour increments. Accrued sick leave carries over from year to year. Sick leave is subject to an accrual cap of 160 hours. Once this cap is reached, no further sick leave will accrue until some is used. When sick leave is used, sick leave will begin to accrue again. There is no retroactive grant of sick leave for the period of time the accrued sick leave was at the cap.

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

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

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

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

may be required. Employees out on sick leave for more than five (5) consecutive work days will be required to discuss leave of absence options with Human Resources.

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

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

#### ***D. Unpaid Leave of Absence (Medical)***

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

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

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

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

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

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

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

It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in

your return date. If your leave expires and you have not contacted your supervisor and Human Resources, AMPS will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, PSL, or holiday benefits while they are on unpaid discretionary leaves of absence.

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

## ***F. Family and Medical Leave Act (FMLA)***

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

### ***Employee Eligibility Criteria***

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

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

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
  - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

- d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

#### *Amount of FMLA/CFRA Leave Which May Be Taken*

FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.

In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

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

#### *Pay during FMLA/CFRA Leave*

An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.

If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.

The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

### *Health Benefits*

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

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

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

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

### *Seniority*

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

### *Medical Certifications*

An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by AMPS. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen [15] days of the School's request for certification) may result in denial of the leave request until such certification is provided.

AMPS will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. AMPS may contact the employee's health care provider to authenticate a certification as needed.

If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.



Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

### *Procedures for Requesting and Scheduling FMLA/CFRA Leave*

An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to Human Resources at [hrrsupport@amethodschools.org](mailto:hrrsupport@amethodschools.org). An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.

Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### *Return to Work*

Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

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

employee will be medically separated from the School.

### *Employment during Leave*

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

### **G. *Pregnancy Disability Leave***

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

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

### *Reasonable Accommodation for Pregnancy-Related Disabilities*

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

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

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

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

### *Advance Notice and Medical Certification*

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

1. Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
2. Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
3. Provide a signed medical certification from your healthcare provider that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred



or to receive some other requested accommodation.

4. AMPS may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

### *Duration*

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

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

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

### *Reinstatement*

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

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

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

When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above). If the employee can return with limitations, the School will evaluate those limitations, and if possible, will accommodate the employee as required by law. If the accommodation cannot be made, the employee will be medically separated from the School.

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

### *Pay During Leave and Integration with Other Benefits*

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

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

### *Health Benefits*

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

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

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

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

### *Seniority*

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

## ***H. Military and Military Spousal Leave of Absence***

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

### ***Eligibility for Military Leave***

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

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

### ***Notice of Military Leave***

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

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

### ***Reinstatement from Military Leave***

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

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

Employees who are absent from work 30 days or less or who are absent to take a fitness exam must report to work at the beginning of the first regularly scheduled work day falling 8 hours or more after the

employee returns home. If the employee serves 31 to 180 days, he or she must apply for reemployment within 14 days after completing service. If the employee has served 181 days or more, he or she must apply for reemployment within 90 days after completing service.

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

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

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

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

#### *Family Military Leave California*

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

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

## ***I. Jury Duty/Witness Duty***

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

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

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

## ***J. Time-Off for Voting***

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

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

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

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

## ***K. Emergency Duty/Training Leave***

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

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

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

## ***L. Suspended Pupil/Child Leave***

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's

school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present a letter, which requests the employee's appearance at their child's school, to his or her supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

#### **M. Leave for Victims of Crime and Abuse**

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

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

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

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

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

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees may choose to use paid sick leave that is otherwise available to the employee when taking



time off under this policy.

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

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

#### ***N. School Appearance and Activities Leave***

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

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

#### ***O. Adult Literacy Leave***

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

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

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

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

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

#### ***P. Alcohol and Drug Rehabilitation Leave***

AMPS encourages employees with drug or alcohol abuse problems to seek needed counseling and treatment. Employees who are unable to find assistance may contact Human Resources to receive



information about finding help. Any communications initiated by an employee and not as a result of a violation of this policy will be treated as confidentially as is possible.

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

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

#### **Q. *Civil Air Patrol Leave***

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

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

#### **R. *Leave for Bone Marrow and Organ Donors***

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

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

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

#### **S. *Bereavement Leave***

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to

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

## **INSURANCE BENEFITS**

### **A. *Health Benefits***

AMPS offers a comprehensive health insurance plan for eligible employees.

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

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

AMPS pays the premium for eligible employees up to a designated amount. Any remaining costs associated with the Employee's plan shall be paid by the employee as a pre-tax payroll deduction. Employees will be notified of their contribution amount, should there be one, at the time they sign up for the specific benefit. Eligible employees are responsible for their portion of the monthly premium costs for their dependents' coverage.

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

#### ***When Coverage Starts***

Your coverage will begin on the first day of the calendar month following the employee's first day of employment. Your online enrollment must be submitted to the Human Resources Department as soon as possible. This enrollment serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your coverage. By delaying the submission of the health benefits enrollment package, an employee's enrollment and health coverage may result in lack of coverage until the designated open enrollment period.

#### ***Flexible Spending Plans***

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

#### ***Stipend***

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

## COBRA

If for some reason your coverage under AMPS' health insurance ends, you and your dependents may be eligible to continue coverage for a specified term under COBRA. In this event, AMPS will provide additional information on COBRA coverage.

### **B. Industrial Injury Leave / (Workers' Compensation Insurance)**

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

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

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

1. Immediately report any work-related injury to the Human Resources Department at [hrsupport@amethodschools.org](mailto:hrsupport@amethodschools.org)
2. Seek medical treatment and follow-up care if required;
3. Complete a written Employee's Claim Form (DWC Form 1) and return it to the Human Resources Department at [hrsupport@amethodschools.org](mailto:hrsupport@amethodschools.org)
4. Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

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

If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

All accidents and injuries must be reported to the Human Resources Department [hrsupport@amethodschools.org](mailto:hrsupport@amethodschools.org) and to the individual responsible for reporting to AMPS's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to AMPS's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

When there is a job-related injury that results in lost time, the employee must have a medical release from AMPS's approved medical facility before returning to work.

Any time there is a job-related injury, AMPS's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

## PERSONNEL EVALUATION AND RECORD KEEPING

### A. *Performance Evaluations*

AMPS strives to conduct formal performance reviews for all of its employees. Teacher and Site Directors will generally be formally reviewed once each school year. However, informal observations will be conducted throughout the year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, performance problems or operational requirements.

Performance reviews may cover factors such as job criteria, instructional practice, data reviews, critical duties and tasks of a job, attainment of goals, and adherence to the AMPS core values. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance reviews do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of AMPS and depend upon many factors in addition to performance, including availability of funds. After the review, you will be required to sign the evaluation report to acknowledge that it has been presented to you, that you have discussed it with your supervisor and that you are aware of its contents. You may add a rebuttal statement to your review within 10 days of your review that will be maintained in your personnel file.

Nothing in this policy shall limit the right to terminate employment at-will or limit AMPS' right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by AMPS to evaluate the employee will not prevent AMPS from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and AMPS. Accordingly, either the employee or AMPS can terminate the employment relationship at-will, at any time, with or without reason and with or without notice

### B. *Personnel Files*

The information recorded in your personnel file is extremely important. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, etc. to AMPS immediately.

Employees, former employees, or employee representatives may submit a request to inspect their personnel file in the presence of a representative of AMPS. All requests must be in writing. Current and former employees, or employee representatives, may also request inspection through the use of an AMPS-provided request form. Please contact Human Resources to schedule a convenient time. You may request copies from your file of all documents. AMPS may charge the requesting employee or employee representative for the actual cost of reproduction of personnel file documents. If you desire, you may add a written statement to your file explaining any disputed item.

Employees also may inspect their payroll records upon request, and may obtain a copy of these records at their own expense. AMPS will comply with all inspection requests as required by law.

Access to information in personnel files is restricted. Only authorized managers and management personnel will have access to your personnel file. However, AMPS will cooperate with-and provide access to your personnel file to-law enforcement officials or local, state or federal agencies in accordance with applicable law.

Health/medical records are not included in your personnel file. These records are confidential. AMPS will safeguard them from disclosure and will divulge such information only: 1) as allowed by law; or 2) to the employee's personal physician upon written request or permission of the employee.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be

expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

## **INTERNAL COMPLAINT REVIEW**

The purpose of the “Internal Complaint Review Policy” is to afford all employees of AMPS the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the CEO or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

### **A. Internal Complaints**

#### ***Complaints by Employees Against Employees***

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the CEO or designee:

1. The complainant will bring the matter to the attention of the Human Resources as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. Human Resources or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the CEO, the complainant may file his or her complaint in a signed writing to Human Resources or the President of AMPS Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequences to employment.

### **B. Policy for Complaints Against Employees**

#### ***Complaints by Third Parties Against Employees***

This section of the policy is for use when a non-employee raises a complaint or concern about an AMPS employee.

If complaints cannot be resolved informally, complainants may file a written complaint with Human Resources, AMPS CEO or Board President (if the complaint concerns the CEO) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Human Resources, AMPS CEO (or designee) shall abide by the following process:



1. Human Resources, AMPS CEO or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that Human Resource, AMPS CEO (or designee) finds that a complaint against an employee is valid, Human Resources, AMPS CEO (or designee) may take appropriate disciplinary action against the employee. As appropriate, Human Resources, AMPS CEO (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. Human Resources's, AMPS CEO's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **C. General Requirements**

#### *Confidentiality*

All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

#### *Non-Retaliation*

All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

#### *Resolution*

The Board (if a complaint is about the CEO) or the CEO or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## **AMENDMENT TO EMPLOYEE HANDBOOK**

This Employee Handbook contains the employment policies and practices of AMPS in effect at the time of publication.

AMPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

## **AMPS EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT**

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I acknowledge that I have received and read a copy of the AMPS Employee Handbook. I understand that the Handbook set forth the terms and conditions of my employment with AMPS as well as the duties, responsibilities and obligations of employment with AMPS. I understand that AMPS has provided me various alternative channels [including anonymous and confidential channels,] to raise concerns of violations of this handbook and School policies and encourages me to do so promptly so that AMPS may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook.

Unless specified otherwise in an agreement between me and AMPS, I agree that AMPS and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of AMPS. Unless specified otherwise in an agreement between me and AMPS, I understand that I am an at-will employee. I understand that the at-will nature of my employment may not be modified orally and may only be modified in a writing signed by the CEO of AMPS and me, and approved in writing by AMPS' Board of Directors.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and AMPS' right to terminate the employment relationship at any time, with or without notice, and with or without cause, or AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that AMPS reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act. The foregoing constitutes the entire terms of the agreement between me and AMPS regarding the duration and at-will nature of my employment and AMPS' absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Employee Printed Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Site: \_\_\_\_\_

## APPENDIX A: HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of AMPS that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that AMPS may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of AMPS, you may file this form with the CEO or Board President.

Please review AMPS's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

AMPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, AMPS will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, AMPS will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize AMPS to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that AMPS will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by AMPS both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Date of Alleged Incident(s):

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

School use only

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX B: INTERNAL COMPLAINT FORM

Your Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Date of Alleged Incident(s):

Name of Person(s) you have a complaint against:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

To be completed by School:

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

## Coversheet

### Approval of Math Placement Policy 2024- John Henry High School

<b>Section:</b>	II. Consent
<b>Item:</b>	C. Approval of Math Placement Policy 2024- John Henry High School
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AMPS Mathematics Placement Policy & Process for High Schools.pdf



## **Amethod Public School's Mathematics Placement Policy for High Schools**

### **Purpose**

In alignment with our mission to provide a rigorous, college-preparatory education to all students, especially those from historically disenfranchised populations, and in compliance with the California Mathematics Placement Act of 2015 (SB 359 / EC 51224.7), Amethod Public Schools has adopted the following Mathematics Placement Policy for its High Schools with approval from its board of governance. Pursuant to California Education Code Section 260, the Governing Board has the primary responsibility for ensuring that school district programs and activities are free from discrimination based upon enumerated characteristics, including race and ethnicity. Because the Governing Board is responsible for ensuring that all students, regardless of race or ethnic background, receive an equal chance to advance in mathematics, the Governing Board desires to ensure that Amethod Public Schools implements a fair, objective and transparent mathematics placement process.

### **Use of Objective Indicators**

The Governing Board therefore directs Amethod Public Schools staff to create, implement, and monitor a mathematics placement process that includes, but is not limited to, the following elements: computerized diagnostic placement tests aligned to state-adopted content standards such as the those provided by the Northwest Education Association (NWEA) or diagnostic placement tests aligned to state-adopted content standards created by qualified staff and reviewed by a committee of their peers; standardized tests that reflect statewide mathematics assessments relevant to middle and high school mathematics course placements; student grades in courses from previous grades that reflect comprehension and mastery of the subject matter relevant to the courses provided in higher-level courses; and other objective indicators of student performance and proficiency in mathematics.

### **Prohibition of Subjective Measures**

Subjective placement measures, such as placement recommendations, may not be considered in determining mathematics placement. However, recognizing that teachers and counselors are often aware of students' talents and abilities that are not reflected in objective data, an exception to this prohibition may be made to advance a student to a higher mathematics class than objective data indicates.

### **Notification and Opportunity for Recourse**

Mathematics placement decisions and parent/student notification of placement decisions shall be made according to a timeline that allows for maximum use of current objective measures.

Placement decisions shall be communicated in writing to parents/students prior to the start of the school year. Notices of placement protocol shall also include a recourse plan developed by Amethod Public Schools, for any parents/guardians/students who may be dissatisfied with a student's mathematics placement.

### **Implementation, Monitoring, And Accountability**

District staff involved in placement decisions shall be properly trained on the protocol and its use. The protocol shall also include steps for ensuring that it is being followed in practice, including provisions for checking that each student is properly placed according to the protocol within the first 30 days of the school year. Any student found to be misplaced shall be promptly placed in the correct mathematics course.

### **Governing Board Approval And Review**

District staff shall report to the Governing Board regularly and report on the effectiveness of the process and any need for changes or modifications. Once approved, the process shall be prominently posted on the District's website and shall be made readily accessible to parents/students and administrators. Any necessary changes to the process shall be reflected on the school's website and in writing to parents/families in a timely manner.

### **Legal References:**

California Education Code Section 200

California Education Code Section 201

California Education Code Section 260

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### **Methods for Placement Process**

All ninth grade students entering high school for the first time will be given a diagnostic test based on California Common Core Content Standards for Algebra I provided through an external assessment provider (e.g., Northwest Evaluation Association, Illuminate Education, et al.).

All students who have completed Algebra I in 7<sup>th</sup> or 8<sup>th</sup> grade and have received a passing grade of C (74%) or higher in that course, will be placed in the next progressive class in the school, currently Geometry, unless a parent or guardian, teacher or other staff member requests evaluation of the student's knowledge of Algebra I whereby the student in question may be placed in an alternate class based upon the results from the Algebra I diagnostic test.

All students who have not completed Algebra I in 7<sup>th</sup> or 8<sup>th</sup> grade will be placed in a Math Support Course/Lab in addition to Algebra I unless they show proficiency in Algebra I concepts and skills. Proficiency in Algebra I concepts and skills will be determined by achieving a score

showing proficiency on at least one of two diagnostic tests: **(1)** a diagnostic test based on California Common Core Content Standards for Algebra I provided through an external assessment provider (e.g., Northwest Evaluation Association, Illuminate Education, et al.) **OR**, at the request of a student's parent, guardian, or school staff member **(2)** an in-house diagnostic test based on California Common Core Content Standards for Algebra 1 created by a qualified teacher and approved by at least two other math teachers within the Amethod Public School network selected by a member of the Home Office Instructional staff (e.g., Chief Academic Officer, Regional Director of Instruction, Instructional Coordinator, et al.).

Scores showing proficiency ("cut scores") will be mutually agreed upon by a team composed of the following personnel: Mathematics Teacher (preferably a lead teacher and/or department head), School Site Administrator, and Staff Member of the Amethod Public Schools Home Office deemed qualified to evaluate curriculum (e.g., Chief Academic Officer, Regional Director of Instruction, Instructional Coordinator, et al.).

Students' transcripts and/or report cards will be collected with their matriculation submissions during the enrollment period. Report cards and transcripts will be evaluated by a school site staff member and students' eighth grade mathematics courses will be recorded for use by the individual or individuals tasked with building the master schedule and/or determining course assignments for students, while following all laws and regulations to protect student confidentiality.

School-site staff are required to keep a record of all students' individual ninth grade mathematics placements, the scores that students received on any diagnostic tests given by the school or Amethod Public Schools used to help determine placement, the student's' eighth grade mathematics course, the grades students received for both semesters 1 and 2 of their eighth grade mathematics course, if available, and any additional evidence used to place students.

### **Methods for Evaluating the Placement Process**

A team of the following personnel will come together to assess the accuracy of placement and determine and permit the reevaluation of individual pupil progress within the first thirty (30) days of the regular school year: Mathematics Teacher (preferably a lead teacher and/or department head), School Site Administrator, and Staff Member of the Amethod Public Schools Home Office deemed qualified to evaluate curriculum (e.g., Chief Academic Officer, Regional Director of Instruction, Instructional Coordinator, et al.). The meeting and determination of this team will be considered the *placement checkpoint* and during this meeting the team will evaluate and determine whether subsequent meetings throughout the school-year are necessary as well as determine if any changes to this process are necessary.

An examination of the aggregate pupil placement data must occur annually by May of the school year in order to ensure that pupils who are qualified to progress in mathematics courses

based on their performance on the objective measures selected are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. All local educational agencies shall report the aggregate results of this examination to the governing board prior to the end of the school along with any recommended revisions to this process.

### **Notice of Placement Process and Means of Recourse**

Parents/guardians of all incoming ninth grade students will be notified in writing of their student's placement and the process used to determine that placement prior to the beginning of the school year.

Any parent, guardian, teacher, or staff member who has reasonable evidence to assert that a student has been misplaced or who wishes a student's placement to be reevaluated is encouraged to contact school-site administration in a timely manner. Individuals requesting reevaluation of placement may be asked to provide objective evidence (e.g., student results on a relevant statewide mathematics assessment) or request one of the diagnostics aforementioned be administered. School site administration will determine the appropriate course of action and may contact Home Office staff for clarification on this process or application. Individuals who feel that this process has not been followed with fidelity or believe that their student has not been fairly placed are encouraged to bring their concerns to the attention of their school's Site Administration, the Director of Instruction, or, if necessary, to follow the Internal Resolution Service Process and Forms for Amethod Public Schools found on Amethod Public Schools website ([https://amethodschools.org/apps/pages/index.jsp?uREC\\_ID=376642&type=d&termREC\\_ID=&pREC\\_ID=681089](https://amethodschools.org/apps/pages/index.jsp?uREC_ID=376642&type=d&termREC_ID=&pREC_ID=681089)) or available at any AMPS campus.

This policy and subsequent revisions are to be placed on the Amethod Public School website.

## Coversheet

### Approval of Math Placement Policy 2024- Oakland Charter High School

<b>Section:</b>	II. Consent
<b>Item:</b>	D. Approval of Math Placement Policy 2024- Oakland Charter High
<b>School</b>	
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AMPS Mathematics Placement Policy & Process for High Schools.pdf

## **Amethod Public School's Mathematics Placement Policy for High Schools**

### **Purpose**

In alignment with our mission to provide a rigorous, college-preparatory education to all students, especially those from historically disenfranchised populations, and in compliance with the California Mathematics Placement Act of 2015 (SB 359 / EC 51224.7), Amethod Public Schools has adopted the following Mathematics Placement Policy for its High Schools with approval from its board of governance. Pursuant to California Education Code Section 260, the Governing Board has the primary responsibility for ensuring that school district programs and activities are free from discrimination based upon enumerated characteristics, including race and ethnicity. Because the Governing Board is responsible for ensuring that all students, regardless of race or ethnic background, receive an equal chance to advance in mathematics, the Governing Board desires to ensure that Amethod Public Schools implements a fair, objective and transparent mathematics placement process.

### **Use of Objective Indicators**

The Governing Board therefore directs Amethod Public Schools staff to create, implement, and monitor a mathematics placement process that includes, but is not limited to, the following elements: computerized diagnostic placement tests aligned to state-adopted content standards such as the those provided by the Northwest Education Association (NWEA) or diagnostic placement tests aligned to state-adopted content standards created by qualified staff and reviewed by a committee of their peers; standardized tests that reflect statewide mathematics assessments relevant to middle and high school mathematics course placements; student grades in courses from previous grades that reflect comprehension and mastery of the subject matter relevant to the courses provided in higher-level courses; and other objective indicators of student performance and proficiency in mathematics.

### **Prohibition of Subjective Measures**

Subjective placement measures, such as placement recommendations, may not be considered in determining mathematics placement. However, recognizing that teachers and counselors are often aware of students' talents and abilities that are not reflected in objective data, an exception to this prohibition may be made to advance a student to a higher mathematics class than objective data indicates.

### **Notification and Opportunity for Recourse**

Mathematics placement decisions and parent/student notification of placement decisions shall be made according to a timeline that allows for maximum use of current objective measures.

Placement decisions shall be communicated in writing to parents/students prior to the start of the school year. Notices of placement protocol shall also include a recourse plan developed by Amethod Public Schools, for any parents/guardians/students who may be dissatisfied with a student's mathematics placement.

### **Implementation, Monitoring, And Accountability**

District staff involved in placement decisions shall be properly trained on the protocol and its use. The protocol shall also include steps for ensuring that it is being followed in practice, including provisions for checking that each student is properly placed according to the protocol within the first 30 days of the school year. Any student found to be misplaced shall be promptly placed in the correct mathematics course.

### **Governing Board Approval And Review**

District staff shall report to the Governing Board regularly and report on the effectiveness of the process and any need for changes or modifications. Once approved, the process shall be prominently posted on the District's website and shall be made readily accessible to parents/students and administrators. Any necessary changes to the process shall be reflected on the school's website and in writing to parents/families in a timely manner.

### **Legal References:**

California Education Code Section 200

California Education Code Section 201

California Education Code Section 260

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### **Methods for Placement Process**

All ninth grade students entering high school for the first time will be given a diagnostic test based on California Common Core Content Standards for Algebra I provided through an external assessment provider (e.g., Northwest Evaluation Association, Illuminate Education, et al.).

All students who have completed Algebra I in 7<sup>th</sup> or 8<sup>th</sup> grade and have received a passing grade of C (74%) or higher in that course, will be placed in the next progressive class in the school, currently Geometry, unless a parent or guardian, teacher or other staff member requests evaluation of the student's knowledge of Algebra I whereby the student in question may be placed in an alternate class based upon the results from the Algebra I diagnostic test.

All students who have not completed Algebra I in 7<sup>th</sup> or 8<sup>th</sup> grade will be placed in a Math Support Course/Lab in addition to Algebra I unless they show proficiency in Algebra I concepts and skills. Proficiency in Algebra I concepts and skills will be determined by achieving a score



showing proficiency on at least one of two diagnostic tests: **(1)** a diagnostic test based on California Common Core Content Standards for Algebra I provided through an external assessment provider (e.g., Northwest Evaluation Association, Illuminate Education, et al.) **OR**, at the request of a student's parent, guardian, or school staff member **(2)** an in-house diagnostic test based on California Common Core Content Standards for Algebra 1 created by a qualified teacher and approved by at least two other math teachers within the Amethod Public School network selected by a member of the Home Office Instructional staff (e.g., Chief Academic Officer, Regional Director of Instruction, Instructional Coordinator, et al.).

Scores showing proficiency ("cut scores") will be mutually agreed upon by a team composed of the following personnel: Mathematics Teacher (preferably a lead teacher and/or department head), School Site Administrator, and Staff Member of the Amethod Public Schools Home Office deemed qualified to evaluate curriculum (e.g., Chief Academic Officer, Regional Director of Instruction, Instructional Coordinator, et al.).

Students' transcripts and/or report cards will be collected with their matriculation submissions during the enrollment period. Report cards and transcripts will be evaluated by a school site staff member and students' eighth grade mathematics courses will be recorded for use by the individual or individuals tasked with building the master schedule and/or determining course assignments for students, while following all laws and regulations to protect student confidentiality.

School-site staff are required to keep a record of all students' individual ninth grade mathematics placements, the scores that students received on any diagnostic tests given by the school or Amethod Public Schools used to help determine placement, the student's eighth grade mathematics course, the grades students received for both semesters 1 and 2 of their eighth grade mathematics course, if available, and any additional evidence used to place students.

### **Methods for Evaluating the Placement Process**

A team of the following personnel will come together to assess the accuracy of placement and determine and permit the reevaluation of individual pupil progress within the first thirty (30) days of the regular school year: Mathematics Teacher (preferably a lead teacher and/or department head), School Site Administrator, and Staff Member of the Amethod Public Schools Home Office deemed qualified to evaluate curriculum (e.g., Chief Academic Officer, Regional Director of Instruction, Instructional Coordinator, et al.). The meeting and determination of this team will be considered the *placement checkpoint* and during this meeting the team will evaluate and determine whether subsequent meetings throughout the school-year are necessary as well as determine if any changes to this process are necessary.

An examination of the aggregate pupil placement data must occur annually by May of the school year in order to ensure that pupils who are qualified to progress in mathematics courses

based on their performance on the objective measures selected are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. All local educational agencies shall report the aggregate results of this examination to the governing board prior to the end of the school along with any recommended revisions to this process.

### **Notice of Placement Process and Means of Recourse**

Parents/guardians of all incoming ninth grade students will be notified in writing of their student's placement and the process used to determine that placement prior to the beginning of the school year.

Any parent, guardian, teacher, or staff member who has reasonable evidence to assert that a student has been misplaced or who wishes a student's placement to be reevaluated is encouraged to contact school-site administration in a timely manner. Individuals requesting reevaluation of placement may be asked to provide objective evidence (e.g., student results on a relevant statewide mathematics assessment) or request one of the diagnostics aforementioned be administered. School site administration will determine the appropriate course of action and may contact Home Office staff for clarification on this process or application. Individuals who feel that this process has not been followed with fidelity or believe that their student has not been fairly placed are encouraged to bring their concerns to the attention of their school's Site Administration, the Director of Instruction, or, if necessary, to follow the Internal Resolution Service Process and Forms for Amethod Public Schools found on Amethod Public Schools website ([https://amethodschools.org/apps/pages/index.jsp?uREC\\_ID=376642&type=d&termREC\\_ID=&pREC\\_ID=681089](https://amethodschools.org/apps/pages/index.jsp?uREC_ID=376642&type=d&termREC_ID=&pREC_ID=681089)) or available at any AMPS campus.

This policy and subsequent revisions are to be placed on the Amethod Public School website.

## Coversheet

### Approval of Harassment, Intimidation, Discrimination and Bullying Policy

**Section:** II. Consent  
**Item:** E. Approval of Harassment, Intimidation, Discrimination and Bullying Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
REDLINED Harassment, Intimidation, Discrimination and Bullying Policy - Effective Aug. 1, 2024 (Y MC Sample) (4864-6936-1094.v1).docx (1).pdf  
Harassment, Intimidation, Discrimination and Bullying Policy - Effective Aug. 1, 2024 (4864-6936-1094.v1).docx (1).pdf

## **[INSERT CHARTER SCHOOL LETTERHEAD]**

### **HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

Discrimination, 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 "Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, 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, locs, and twists), 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, AMPS 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.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom AMPS does business, and all acts of AMPS's Board of Directors ("Board") in enacting policies and procedures that govern AMPS.<sup>1</sup>

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.

#### **Definitions**

**Harassment** means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work

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<sup>1</sup> This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."

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 Adopted/Ratified: [INSERT]  
 Revision Date: [INSERT]

environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

**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 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:

- Placing a reasonable student <sup>2</sup> or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- 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 or transmission originated on or off the schoolsite, 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:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
  - 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.

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<sup>2</sup> "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

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- 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.
- 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.
- An act of “Cyber sexual bullying” including, but not limited to:
  - 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.
  - “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.
- 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.

### **Bullying and Cyberbullying Prevention Procedures**

AMPS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **Cyberbullying Prevention Procedures**

AMPS advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- 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.
- To consider how it would feel receiving such comments before making comments about others online.

AMPS informs its 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

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these policies with their children to ensure their children understand and comply with such policies.

### **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.

AMPS 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.

### **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

AMPS also informs certificated employees about the groups of students determined by AMPS and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. 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



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- 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.

## **Complaint Procedures**

### **Scope of the Complaint 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:

- Are written and signed;
- Filed by an individual who alleges that they have 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
- 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.

AMPS will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of AMPS's Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of AMPS's Title IX Policy and UCP is available in the main office.

### **Submitting a Report or Complaint**

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.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Chief Executive Officer (or the Secretary of the Board if the complaint is against the Chief Executive Officer) as soon as possible after the incidents giving rise to the report or complaint.

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.

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While submission of a written report is not required, and AMPS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. 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 and 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, 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 and complaints 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 and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by AMPS 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.

### **Investigation and Response**

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Executive Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Chief Executive Officer or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Chief Executive Officer or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Executive Director, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at AMPS will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

### **Consequences**

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from AMPS or termination of employment.

### **Right of Appeal**

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

Should a complainant find AMPS's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of AMPS's decision or resolution, submit a written appeal to the Chair of the AMPS Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

DRAFT

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

**[INSERT CHARTER SCHOOL LETTERHEAD]**

**HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING  
COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

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 and conduct; what, if any, physical contact was involved; any verbal statements 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.**

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by AMPS:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_

4865-0092-2159, v. 4



HONOR HARD WORK

Board Policy #: 5008-2

Adopted/Ratified: June 18, 2024

## **HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

Discrimination, 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 "Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, 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, locs, and twists), 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, AMPS 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.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom AMPS does business, and all acts of AMPS's Board of Directors ("Board") in enacting policies and procedures that govern AMPS.<sup>1</sup>

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.

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<sup>1</sup> This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."

# AMPS

HONOR HARD WORK

## Definitions

**Harassment** means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

**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 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:

- Placing a reasonable student <sup>2</sup> or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- 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 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

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<sup>2</sup> "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

# AMPS

HONOR HARD WORK

wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
  - 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.
  - 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.
  - 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.
- An act of “Cyber sexual bullying” including, but not limited to:
  - 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.
  - “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.
- 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.

## **Bullying and Cyberbullying Prevention Procedures**

AMPS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

### **Cyberbullying Prevention Procedures**

AMPS advises students:

- To never share passwords, personal data, or private photos online.

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- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- 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.
- To consider how it would feel receiving such comments before making comments about others online.

AMPS informs its 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.

### **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.

AMPS 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.

### **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

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- 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

AMPS also informs certificated employees about the groups of students determined by AMPS and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. 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.

## **Complaint Procedures**

### **Scope of the Complaint 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:

- Are written and signed;
- Filed by an individual who alleges that they have 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
- 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.

AMPS will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.



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The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of AMPS's Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of AMPS's Title IX Policy and UCP is available in the main office.

### **Submitting a Report or Complaint**

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.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Chief Executive Officer (or the Secretary of the Board if the complaint is against the Chief Executive Officer) as soon as possible after the incidents giving rise to the report or complaint.

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, and AMPS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. 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 and 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, 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 and complaints 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 and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by AMPS 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



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retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

### **Investigation and Response**

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Executive Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Chief Executive Officer or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Chief Executive Officer or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Executive Director, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at AMPS will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

### **Consequences**

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from AMPS or termination of employment.

### **Right of Appeal**

Should a complainant find AMPS's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of AMPS's decision or resolution, submit a written appeal to the Chair of the AMPS Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.



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## HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

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 and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

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**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.**

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

### **To be completed by AMPS:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_

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# Coversheet

## Approval of Title IX Policy

**Section:** II. Consent  
**Item:** F. Approval of Title IX Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
REDLINED- Title IX Policy Effective August 1 2024 (4891-5659-9238.v1).docx.pdf  
Title IX Policy (Effective August 1 2024) (4891-5659-9238.v1).docx.pdf

## **[INSERT CHARTER SCHOOL LETTERHEAD]**

### **TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX**

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Amethod Public Schools (“AMPS” or “Charter School”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

AMPS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.<sup>1</sup> AMPS will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in AMPS’s education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom AMPS does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the AMPS Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

#### **Definitions**

##### **Prohibited Sex Discrimination**

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by AMPS. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

##### **Prohibited Sex-Based Harassment**

Under Title IX, “sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by AMPS to provide an aid, benefit, or service under AMPS’s education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct.

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<sup>1</sup> AMPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.



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Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from AMPS's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - The degree to which the conduct affected the complainant's ability to access AMPS's education program or activity;
  - The type, frequency, and duration of the conduct;
  - The parties' ages, roles within AMPS's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - The location of the conduct and the context in which the conduct occurred; and
  - Other sex-based harassment in AMPS's education program or activity.
- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
  - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship;
    - The type of relationship; and
    - The frequency of interaction between the persons involved in the relationship.
- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
  - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
  - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - Shares a child in common with the victim; or
  - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - Fear for the person's safety or the safety of others; or
  - Suffer substantial emotional distress.

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 Adopted/Ratified: [INSERT]  
 Revision Date: [INSERT]

Under California Education Code section 212.5, 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 AMPS.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, 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.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- 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.

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- 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 above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

**Complainant** means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in AMPS's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) AMPS's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in AMPS's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to AMPS that objectively can be understood as a request for AMPS to investigate and make a determination about alleged sex discrimination.

**Confidential Employee** means an employee of AMPS whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom AMPS has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

**Party** means a complainant or respondent.

**Respondent** means a person who is alleged to have violated AMPS's prohibition on sex discrimination.

**Supportive Measures** are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to AMPS's education program or activity, including measures that are designed to protect the safety of the parties or AMPS's educational environment; or (2) provide support during AMPS's grievance procedures or during an informal resolution process.

### **Title IX Coordinator**

The Board of Directors of AMPS ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

[INSERT NAME]  
[INSERT TITLE]  
[INSERT CONTACT INFO, INCLUDING OFFICE ADDRESS, PHONE NUMBER AND EMAIL ADDRESS]

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

[INSERT NAME]  
[INSERT TITLE]  
[INSERT CONTACT INFO, INCLUDING OFFICE ADDRESS, PHONE NUMBER AND EMAIL ADDRESS]

The Coordinator is responsible for coordinating AMPS's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decisionmaker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure AMPS's consistent compliance with Title IX.

### **Reporting Sex Discrimination**

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. 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.

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.

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 Adopted/Ratified: [INSERT]  
 Revision Date: [INSERT]

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. AMPS will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

### **Privacy**

AMPS acknowledges and respects every individual's right to privacy. All reports and complaints 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 but is not limited to keeping the identity of the reporter and other personally identifiable information 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 designee on a case-by-case basis.

### **Retaliation**

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 complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes AMPS from requiring an employee or other person authorized by AMPS to provide aid, benefit, or service under AMPS's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

### **Confidential Employees**

Contact information for the confidential employees at AMPS, if any, can be found on the AMPS website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

### **Coordinator's Response to Reports of Sex Discrimination**

Board Policy #: [INSERT]  
 Adopted/Ratified: [INSERT]  
 Revision Date: [INSERT]

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether AMPS could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents AMPS from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within AMPS's education program or activity.

### **Supportive Measures**

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.



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 Adopted/Ratified: [INSERT]  
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Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or AMPS's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact [INSERT TITLE AND CONTACT INFO], who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of AMPS's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

### **Informal Resolution**

At any time prior to determining whether sex discrimination occurred under AMPS's Title IX grievance procedures, AMPS may offer an informal resolution process to the parties. AMPS does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- o The allegations;
- o The requirements of the informal resolution process;
- o The right to withdraw and initiate or resume the grievance procedures;
- o That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;



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- o The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- o What information is retained and whether and how it may be disclosed by AMPS for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. AMPS will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

## **Grievance Procedures**

### **Scope and General Requirements**

AMPS has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints of made by students, employees, or other individuals who are participating or attempting to participate in AMPS's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

AMPS requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

AMPS will treat complainants and respondents equitably. AMPS presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

AMPS may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

AMPS allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

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AMPS will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

AMPS will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.<sup>2</sup> Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

### **Dismissal**

In most cases, AMPS will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

AMPS may dismiss a complaint if:

- AMPS is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in AMPS's education program or activity and is not employed by AMPS;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and AMPS determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- AMPS determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, AMPS will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

<sup>2</sup> Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

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If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable AMPS policy.

### **Appeal of a Dismissal**

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

### **Notice of the Allegations**

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- AMPS's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to AMPS;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if AMPS provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

### **Emergency Removal**

AMPS may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with AMPS's policies.

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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 imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

### **Investigation**

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. AMPS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by AMPS to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless AMPS obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decisionmaker before a determination of responsibility is made.

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AMPS will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

### **Determination of Responsibility**

Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

### **Appeal of the Determination of Responsibility**

Should a party find AMPS's determination unsatisfactory, the party may, within five (5) business days of notice of AMPS's determination, submit a written appeal to the Chair of the AMPS Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal must not have taken part in the investigation of the allegations.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

### **Consequences**

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from AMPS or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by AMPS including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within AMPS's education program or activity.

No party, witness, or other person participating in AMPS's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on AMPS's determination whether sex discrimination occurred.

### **Student Pregnancy and Related Conditions**



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AMPS will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the AMPS employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to AMPS's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of AMPS's obligations under:
  - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
  - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide AMPS's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any AMPS leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The

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student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

### **Training**

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 employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing AMPS's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

### **Recordkeeping**

AMPS will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions AMPS took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. AMPS will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.



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**[INSERT CHARTER SCHOOL LETTERHEAD]**

**TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

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 and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

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**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.**

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by AMPS:**

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_  
4865-0469-8049, v. 2

DRAFT



Board Policy #: 5008-1  
Adopted/Ratified: June 18, 2024

## **TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX**

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Amethod Public Schools (“AMPS” or “Charter School”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

AMPS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.<sup>1</sup> AMPS will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in AMPS’s education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom AMPS does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the AMPS Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

### **Definitions**

#### **Prohibited Sex Discrimination**

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by AMPS. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

#### **Prohibited Sex-Based Harassment**

Under Title IX, “sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

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<sup>1</sup> AMPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

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- Quid pro quo harassment occurs when an employee, agent, or other person authorized by AMPS to provide an aid, benefit, or service under AMPS's education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.
- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from AMPS's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - The degree to which the conduct affected the complainant's ability to access AMPS's education program or activity;
  - The type, frequency, and duration of the conduct;
  - The parties' ages, roles within AMPS's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - The location of the conduct and the context in which the conduct occurred; and
  - Other sex-based harassment in AMPS's education program or activity.
- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
  - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship;
    - The type of relationship; and
    - The frequency of interaction between the persons involved in the relationship.
- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
  - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
  - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - Shares a child in common with the victim; or

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- Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - Fear for the person's safety or the safety of others; or
  - Suffer substantial emotional distress.

Under California Education Code section 212.5, 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 AMPS.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, 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.

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- Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- 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 above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

**Complainant** means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in AMPS's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) AMPS's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in AMPS's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to AMPS that objectively can be understood as a request for AMPS to investigate and make a determination about alleged sex discrimination.

**Confidential Employee** means an employee of AMPS whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom AMPS has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

**Party** means a complainant or respondent.

**Respondent** means a person who is alleged to have violated AMPS's prohibition on sex discrimination.



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**Supportive Measures** are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to AMPS's education program or activity, including measures that are designed to protect the safety of the parties or AMPS's educational environment; or (2) provide support during AMPS's grievance procedures or during an informal resolution process.

### **Title IX Coordinator**

The Board of Directors of AMPS ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

**Shameka Henderson**

**1450 Marina Way South Richmond, CA 94804**

**Phone Number: (510) 436-0172**

**Email Address: [shenderson@amethodschools.org](mailto:shenderson@amethodschools.org)**

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

**Maria Arechiga**

**1450 Marina Way South Richmond, CA 94804**

**Phone Number: (510) 436-0172**

**Email Address: [marechiga@amethodschools.org](mailto:marechiga@amethodschools.org)**

The Coordinator is responsible for coordinating AMPS's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure AMPS's consistent compliance with Title IX.

### **Reporting Sex Discrimination**





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All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. 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.

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 promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

### **Privacy**

AMPS acknowledges and respects every individual's right to privacy. All reports and complaints 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 but is not limited to keeping the identity of the reporter and other personally identifiable information 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 designee on a case-by-case basis.

### **Retaliation**

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 complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes AMPS from requiring an employee or other person authorized by AMPS to provide aid, benefit, or service under AMPS's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

### **Confidential Employees**



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Contact information for the confidential employees at AMPS, if any, can be found on the AMPS website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

### **Coordinator's Response to Reports of Sex Discrimination**

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;

# AMPS

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- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether AMPS could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents AMPS from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within AMPS's education program or activity.

## **Supportive Measures**

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or AMPS's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact the Director of Human Resources at [hrrsupport@amethodschools.org](mailto:hrrsupport@amethodschools.org) who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of AMPS's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is



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someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

### **Informal Resolution**

At any time prior to determining whether sex discrimination occurred under AMPS's Title IX grievance procedures, AMPS may offer an informal resolution process to the parties. AMPS does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- o The allegations;
- o The requirements of the informal resolution process;
- o The right to withdraw and initiate or resume the grievance procedures;
- o That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- o The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- o What information is retained and whether and how it may be disclosed by AMPS for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. AMPS will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decision maker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

### **Grievance Procedures**

#### **Scope and General Requirements**

1450 Marina Way South Suite 300, Richmond, CA 94804 • Office 510.436.0172 • Fax 510.436.0173

• [amethodschools.org](http://amethodschools.org)

# AMPS

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AMPS has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in AMPS's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

AMPS requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

AMPS will treat complainants and respondents equitably. AMPS presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

AMPS may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

AMPS allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

AMPS will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

AMPS will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.<sup>2</sup> Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

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<sup>2</sup> Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.



## **Dismissal**

In most cases, AMPS will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

AMPS may dismiss a complaint if:

- AMPS is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in AMPS's education program or activity and is not employed by AMPS;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and AMPS determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- AMPS determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, AMPS will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable AMPS policy.

## **Appeal of a Dismissal**





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If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decision maker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decision maker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decision maker will notify the parties in writing of the result of the appeal and the rationale for the result.

### **Notice of the Allegations**

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- AMPS's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to AMPS;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if AMPS provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

### **Emergency Removal**

AMPS may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures 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 imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.





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## **Investigation**

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. AMPS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by AMPS to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless AMPS obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

AMPS will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

## **Determination of Responsibility**

Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.



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Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

### **Appeal of the Determination of Responsibility**

Should a party find AMPS's determination unsatisfactory, the party may, within five (5) business days of notice of AMPS's determination, submit a written appeal to the Chair of the AMPS Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

### **Consequences**

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from AMPS or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by AMPS including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within AMPS's education program or activity.

No party, witness, or other person participating in AMPS's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on AMPS's determination whether sex discrimination occurred.

### **Student Pregnancy and Related Conditions**

AMPS will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the AMPS employee handbook.

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When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to AMPS's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of AMPS's obligations under:
  - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
  - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide AMPS's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any AMPS leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

# AMPS

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- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

## **Training**

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 employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing AMPS's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

## **Recordkeeping**

AMPS will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions AMPS took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. AMPS will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

## **TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

1450 Marina Way South Suite 300, Richmond, CA 94804 • Office 510.436.0172 • Fax 510.436.0173

• [amethodschools.org](http://amethodschools.org)



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 and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

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**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.**

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by AMPS:**

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_

4865-0469-8049, v. 2

## Coversheet

### Approval of Rojas Building Solutions Janitorial Services Contract 2024-2025

<b>Section:</b>	III. Business
<b>Item:</b>	A. Approval of Rojas Building Solutions Janitorial Services Contract 2024-
<b>2025</b>	
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Rojas Building Solutions Janitorial Services Contract 2024-2025.pdf

# Response to: Amethod Public School (AMPS)

## RFP Janitorial Services

Attention: David Pearson

Presented by,

Rojas  
Building Solutions



6800 MacArthur Boulevard  
Oakland, CA 94605



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June 11, 2024

Mr. David Pearson  
Amethod Public Schools  
1450 Marina Way S  
Richmond, CA 94804

Re: Proposal for Janitorial Services

Dear Mr. Pearson,

Rojas Building Solutions (RJS), has read, and fully understands, and will comply with all criteria outlined in the RFP for cleaning services. RJS agrees to the terms and conditions outlined in this RFP. RJS meets all qualifications and as an established provider of janitorial solutions, we are committed to maintaining our partnership and continuing to deliver exceptional service to Amethod Public Schools (AMPS).

At RJS, we understand the critical importance of cleanliness and disinfection in educational environments. We firmly believe that a clean and safe facility is essential for the well-being, productivity, and morale of both students and staff. Our janitorial services are designed to ensure the highest level of cleanliness while creating a welcoming and positive atmosphere for all.

RJS is a family company with over 15 years in the cleaning and facility maintenance industry. Our commitment to excellence and dedication to delivering unparalleled service has allowed us to serve clients such as Diablo Country Club, Claremont Country Club, St. Francis Yacht Club, Escuela Bilingue Internacional, AIMS K-12 College Prep Charter District, and Lighthouse Community Charter Schools.

We understand that each client has unique requirements, and we tailor our services to meet the specific needs and preferences of Amethod Public Schools. We are committed to being responsive to your needs and concerns.

In conclusion, we are confident that RJS is well-equipped to continue providing AMPS with the highest level of janitorial service. We are excited about the opportunity to support your mission and contribute to the cleanliness and well-being of your facilities.

Thank you for considering RJS Building Solutions as your partner for cleaning services. We look forward to the possibility of working together and serving the needs of your organization

Sincerely,

Juan Carlos Rojas  
Owner  
Rojas Building Solutions

## **Company Overview: Rojas Building Solutions**

### **Introduction:**

RJS Building Solutions is a distinguished family-owned company with over 15 years of experience in the cleaning and facility maintenance industry. Founded on the principles of excellence, integrity, and dedication, we have established ourselves as a trusted partner for clients seeking superior cleaning services tailored to their unique needs.

### **Our Mission:**

Our mission at RJS Building Solutions is to provide unparalleled cleaning and facility maintenance services that exceed our clients' expectations. We are committed to delivering exceptional results while upholding the highest standards of professionalism, reliability, and environmental responsibility.

### **Experience and Expertise:**

With more than a decade of industry experience, we combine years of knowledge with ongoing training and development to stay at the forefront of industry trends and best practices.

### **Clientele:**

Over the years, Rojas Building Solutions has had the privilege of serving a diverse range of clients, including prestigious establishments such as Diablo Country Club, Claremont Country Club, St. Francis Yacht Club, Escuela Bilingue Internacional, AIMS K-12 College Prep Charter District, Lighthouse Community Charter School. Our proven track record of excellence has earned us the trust and loyalty of clients across various sectors.

### **Comprehensive Services:**

At RJS Building Solutions, we offer a comprehensive suite of cleaning and facility maintenance services designed to meet the unique needs of each client. From routine janitorial services and specialized floor care to post-construction cleanup and event support, we have the expertise and resources to deliver exceptional results on every project.

### **Customer Satisfaction:**

At the heart of everything we do is a commitment to customer satisfaction. We understand the importance of building strong relationships with our clients based on trust, transparency, and open communication. By listening to their needs and delivering solutions that exceed their expectations, we strive to become the preferred choice for cleaning and facility maintenance services.

### **Conclusion:**

In summary, RJS Building Solutions is dedicated to providing exceptional cleaning and facility maintenance services that set the standard for excellence in the industry. With a steadfast commitment to quality, integrity, and customer satisfaction, we look forward to continuing to serve our clients and communities for years to come.

## **Service Agreement**

Rojas Building Solutions (RJS) is thrilled to serve your community by ensuring your facilities remain spotless! We are committed to managing all the services listed herein to provide comprehensive and meticulous maintenance for your premises.

### **Daily Duties**

#### **Classrooms & Offices:**

- Empty trash and recycling bins.
- Dust and wipe down desks, chairs, and surfaces.
- Sweep and mop floors.
- Clean and sanitize door handles, light switches, and high-touch areas.
- Refill hand sanitizer and soap dispensers.
- Check and refill paper towels and tissue dispensers.
- Clean whiteboards and chalkboards.

#### **Restrooms:**

- Clean and disinfect toilets, urinals, and sinks.
- Refill soap, paper towels, and toilet paper
- Empty trash bins and sanitary disposal units.
- Sweep and mop floors with disinfectant.
- Clean mirrors and other fixtures.

#### **Common Areas & Hallways:**

- Sweep and mop floors.
- Clean and sanitize water fountains.
- Empty trash and recycling bins.
- Clean and wipe down benches, railings, and other surfaces.
- Check and clean entrance mats.

#### **Cafeteria:**

- Clean and sanitize tables and chairs.
- Sweep and mop floors.
- Empty trash and recycling bins.
- Clean and disinfect serving areas.

### **Weekly Duties**

#### **Classrooms & Offices:**

- Perform a thorough dusting of all surfaces, including high areas like shelves and vents.
- Vacuum carpeted areas.
- Spot clean walls and remove any markings.

#### **Restrooms:**

- Deep clean and disinfect all fixtures, including partitions and walls.

- Scrub and clean floor drains.

**Common Areas & Hallways:**

- Dust and wipe down light fixtures and vents.
- Buff and polish floors where applicable.

**Cafeteria:**

- Deep clean kitchen areas including appliances and food preparation surfaces.
- Clean and sanitize waste bins.

**Monthly Duties**

**Classrooms & Offices:**

- Wash inside windows and glass partitions.
- Clean and disinfect upholstery on chairs and other furniture.

**Restrooms:**

- Perform a deep cleaning of grout and tile surfaces.
- Inspect and clean air vents and replace filters if necessary.

**Common Areas & Hallways:**

- Clean and polish all metal fixtures.
- Wash windows and glass doors.

**Cafeteria:**

- Clean and sanitize refrigerator and freezer exteriors.
- Perform a deep cleaning of storage areas.

**Once a Year Duties**

**Classrooms & Offices:**

- Strip and wax hard floors.
- Deep clean carpets with a professional carpet cleaner.
- Inspect and perform minor repairs on furniture and fixtures.

**Restrooms:**

- Deep clean and seal grout and tile surfaces.
- Inspect and report any plumbing issues.

**Common Areas & Hallways:**

- Refinish floors.
- Wash exterior windows for 1st floor windows - up to 8ft from the ground.

**Cafeteria:**

- Deep clean exhaust hoods and vents.
- Inspect and report any issues with kitchen equipment.

### **Reporting and Check-In Process:**

#### **Daily:**

- The cleaning crew will report any maintenance issues or supply needs to the Facilities Department by emailing [servicesupport@amethodschools.org](mailto:servicesupport@amethodschools.org). The custodian/crew must provide a detailed description of the request and the site location.

#### **Monthly:**

- A detailed report summarizing the monthly duties completed will be submitted to the Director of Facilities.

#### **Yearly:**

- An annual report summarizing the once-a-year duties completed will be submitted.
- A meeting will be held with the Director of Facilities to review the year's performance and plan for the upcoming year.

**Service Address and Monthly Charge for Janitorial Services**

<b>Name of School</b>	<b>sq ft</b>	<b>Bid Amount Monthly</b>
Oakland Charter High School Address: 2365 Coolidge Avenue, Oakland, CA 94601	29,197	\$5,500.00
Oakland Charter Academy Address: 4215 Foothill Blvd, Oakland, CA 94601	17,776	\$3,500.00
Downtown Charter Academy (DCA) Address: 2100 Livingston St, Oakland, CA 94606	38,771	\$7,000.00
AMPS Home Office + Richmond Charter Academy Address: 1450 Marina Way South, Richmond, CA 94804	48,250	\$9,000.00
John Henry High School Address: 1402 Marina Way South, Richmond, CA 94804	37,990	\$6,700.00
Benito Juarez Elementary Address: 1450 Marina Way South, Richmond, CA 94804	48,250	\$9,000.00
<b>Total Bid Amount Monthly</b>		<b>\$40,700.00</b>



## **Terms and Conditions**

This SERVICE AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Rojas Building Solutions (“RJS”) and \_\_\_\_\_ (“CLIENT”) and collectively addressed as the “Parties.”

**Services Provided:** Rojas Building Solutions (RJS) agrees to provide janitorial services. The date for services will be mutually agreed upon by the parties.

**Invoices:** RJS shall submit invoices to the Client for payment on the first day of the month, with payment due 30 days later. The invoice for July services shall be prorated, using a daily rate of \$1,338.08 per calendar day.

**Materials:** All cleaning supplies, and usable/consumable materials/supplies will be provided by the CLIENT. Cleaning equipment will be provided by RJS.

**Indemnification:** RJS agrees to indemnify and hold harmless the CLIENT from any claims, damages, or liabilities arising out of RJS's services.

**Compliance:** RJS shall comply with all applicable laws, regulations, and safety standards while performing the cleaning services.

**Insurance:** RJS shall maintain appropriate insurance coverage, according to CLIENT's minimum insurance requirements, including general liability insurance and worker's compensation insurance.

**Term:** Term shall begin on a date mutually agreed to by RJS and CLIENT, but shall begin no later than July 22, 2024. This agreement is for a term of eleven (11) months and shall be automatically renewable annually on July 1, unless either party gives written notice of termination at least sixty (60) days prior to the proposed service year.

**Termination:** Notice of intent to terminate shall be given by a party desiring to terminate this contract a minimum of sixty (60) days (without cause) or thirty (30) days (with cause) before the initial termination date or the termination date of any renewed term of this contract. Notice of intent to terminate shall be given in writing.

**Confidentiality:** Both parties agree to keep confidential any proprietary or sensitive information obtained or disclosed during the term of this Agreement.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Entire Agreement:** This Agreement constitutes the entire understanding between the parties concerning the subject matter and supersedes all prior agreements, understandings, or

negotiations.

Signatures

Amethod Public Schools

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Rojas Building Solutions

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Other Services Offered**

### **RJS Building Solutions: Your One-Stop for All Facility Needs**

At RJS Building Solutions, we pride ourselves on delivering a wide range of cleaning and facility maintenance services tailored to meet the specific requirements of each client. Our expertise spans routine janitorial services, specialized floor care, post-construction cleanup, and event support, ensuring exceptional results for every project.

#### **Disinfecting Services**

- High-touch areas
- Electrostatic spraying

#### **Painting**

- Whiteboard
- Interior/Exterior

#### **Plumbing**

- Service calls and emergency services
- Installations and remodels
- Repairs

#### **Landscaping**

- Mowing and edging
- Planting, artscaping, and hardscaping
- Tree trimming

#### **Pressure Washing**

- Eliminate build-up from the exterior of your facility

#### **Lighting Services**

- Replace difficult-to-reach and high-voltage lighting

#### **Event support:**

- Graduation
- Training
- Student events

#### **Assembling furniture**

#### **Electrical**

#### **HVAC**

#### **Handyman**

#### **Day Porter**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgar Ortiz 301 Georgia st suite 102  Vallejo CA 94590		<b>CONTACT NAME:</b> edgar ortz <b>PHONE (A/C, No, Ext):</b> 7078122509 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> eortiz1@farmersgent.com															
<b>INSURED</b> Juan Carlos Bautista Services Rojas Building Solutions & janitorial services 6800 macarthur blvd oakland ca 94605		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER B : Employers Compensation company</td> <td>11512</td> </tr> <tr> <td>INSURER C : RLI insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A : Farmers Insurance Exchange	21652	INSURER B : Employers Compensation company	11512	INSURER C : RLI insurance Company	13056	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			607067037	01/22/2024	01/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			19034511	03/04/2024	09/04/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED RETENTION \$			19558552	04/26/2024	02/26/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QMWC0377388	01/25/2024	01/25/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Employers Liability</b>			607067037	01/22/2024	01/22/2025	Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Janitorial Services

## CERTIFICATE HOLDER

## CANCELLATION

Richmond Charter Academy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **References**

Bill Squires - Previous General Manager  
Claremont Country Club  
5295 Broadway Terrace #15, Oakland, CA 94618  
650-387- 4600

Maurice Williams  
Chief Academic Officer  
Amethod Public Schools  
[mwilliams@amethodschools.org](mailto:mwilliams@amethodschools.org)

Belen Orozco  
Director of Operations  
Lighthouse Community Charter School  
510-359-7991  
[belen.orozco@lighthousecharter.org](mailto:belen.orozco@lighthousecharter.org)

Rachelle Parsons - Office Controler  
Diablo Country Club  
1700 Club House Rd, Diablo, CA 94526  
925-837-4221

Marisol Magana  
Health & School Support Services Director  
AIMS K-12 College Prep Charter District  
510-220-9985  
[marisol.magana@aimsk12.org](mailto:marisol.magana@aimsk12.org)

## Coversheet

### Approval of ESSER III Spending Plans for BJE, RCA, JHHS, DCA, OCA, OCHS

<b>Section:</b>	III. Business
<b>Item:</b>	B. Approval of ESSER III Spending Plans for BJE, RCA, JHHS, DCA, OCA, OCHS
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Amethod ESSER III Plans (EZ Read).zip

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Amethod ESSER III Plans (EZ Read).zip



## Coversheet

### Approval of Classroom Furniture Quote- Benito Juarez Elementary

<b>Section:</b>	III. Business
<b>Item:</b>	C. Approval of Classroom Furniture Quote- Benito Juarez Elementary
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	BJE - ELOP _ ESSER III Funded Furniture.pdf

WORTHINGTON  
DIRECT

Search entire stc

Chat  
Now

800-599-6636

Mon-Fri 8am-5pm CST  
My Cart

SCHOOL BRANDS

OFFICE GET A QUOTE

PRESCHOOL SALE

CHURCH INFO

1. Shipping Options

2. Review & Payment

Please enter a valid email address (Ex: johndoe@domain.com).

Sign In

Email \*

You can create an account after checkout.

Shipping Address

First Name \*

Maurice

Order  
Summary

Subtotal \$214,394.60

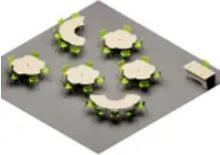
Shipping \$0.00  
(Freight Quote)

Tax: \$20,903.51

Order \$235,298.11  
Total

# Shopping Cart

## Summary



Mooreco

Economy Shapes Desk & Chair Pack age Set

Teacher Desk Top Color:  
Fusion Maple  
Seating & Teacher Desk Edge Color:  
Hierarchy Green  
Student Desk Top Color:  
Fusion Maple  
Item#: 20R50-7909-HGRN


-


16

+

Estimated to ship in: 2 - 3 weeks

\$148,735.20

 Edit

 Remove

Shipping & Handling (Will Call With Freight Quote - Freight Quote)

\$0.00

Tax

\$20,903.51


Order Subtotal

\$235,298.11

SHIPPING & CHECKOUT

Request a Quote

Apply Promo Code<sup>+</sup>



Mooreco

Optional Wire Bookbox for Mooreco Desk

Item#: 20D11


-


480

+

Estimated to ship in: 1 week

\$14,856.00

 Edit

 Remove


-

4

+

Estimated to ship in: 2 - 3 weeks

\$7,199.80



Mooreco

Avid Double Pedestal Desk 60"x30"x30"

Top Dimension & Shape:  
30" x 60" Rectangle


Storage: 2 Full Pedestals


Top Surface: Laminate Top


Top Laminate Color:  
Fusion Maple

Edge Band Color:  
Hierarchy Green

Item#: 20M44-7909-GN

 Edit

 Remove



Mooreco

Hierarchy 5-Star School Chair

Seat Color: Hierarchy Green


Casters:  
Hard Casters for Carpet


Item#: 20G72-HGRN


— 4 +

\$963.80

Estimated to ship in: 1 week

 Edit

 Remove



Mooreco

Hierarchy 4-Leg School Chair (12" H -

— 104 +

\$9,562.80



Search entire store here...

 Chat Now

800-599-6636  
Mon-Fri 8am-5pm CST

 Edit

 Remove

— 20 +

\$24,519.00

Estimated to ship in: 3 - 4 weeks



Marco Group

**Package Set- 1 Delta Floor Activity Table & 6 Sonik Floor Rockers**

**Top Dimension & Shape:**  
60" Delta

**Number of Seats:** 6 Seats

**Top Color:** Fusion Maple

**Rocker/table Edge Color:**  
Acid/Apple

**Item#:** 29889-FUS-S92/AP

Edit Remove



Smith System

**Oodle Stool w/ Three Movement Discs**

—

40

+

\$8,558.00

Estimated to ship in: 3 - 8 weeks

**Seating Type:**  
Three Movement Discs

**Color:** Apple

**Item#:** 81A93-APL

Edit Remove

# Order Information

Click 'Shipping & Checkout' to calculate shipping costs and choose delivery methods.  
You will be able to review your order before finalizing online, or refer to the totals on the next page for offline ordering.  
Tax exemption status may be applied during checkout, ensuring sales tax is omitted for eligible organizations.

## Coversheet

### Approval of Music & Arts Instruments Quote- Benito Juarez Elementary

<b>Section:</b>	III. Business
<b>Item:</b>	D. Approval of Music & Arts Instruments Quote- Benito Juarez Elementary
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	BJE - ELOP Music Arts Instruments.pdf

[Secure Checkout](#)

Shopping for Maurice Williams

Customer Support 888-731-5396

## 1 Shipping

[Edit](#)

### Delivery

Maurice Williams  
Benito Juarez Elementary School  
1450 Marina Way S, Richmond, CA 94804-3747  
(510) 459-3362  
mwilliams@amethodschools.org

### Shipping Method

Standard Ground Shipping - FREE

## 2 Payment

### Payment Method

Credit or Debit Card



Card Number\*

Month\*



Year\*



CVV\*

### Billing Address

☐ Same as shipping address[Continue to Review](#)

## 3 Review

## Order Summary

[Have a promo code?](#)

Subtotal:	\$58,855.39
Shipping:	FREE
Tax:	\$5,738.40

<b>Total:</b>	<b>\$64,593.79</b>
---------------	--------------------

Your Cart (561)

[Edit](#)

Rhythm Band RB1030 Deluxe Junior Snare Drum  
Outfit

Model #RB1030

Quantity: 40

In Stock &amp; Ready to Ship

**\$2,599.60**

(\$64.99 each)



Musician's Gear Perforated Tripod Orchestral Music  
Stand Black

Model #MST40

Quantity: 80

In Stock &amp; Ready to Ship

**\$2,159.20**

(\$26.99 each)



Alfred Alfred's Kid's Drumset Course Book & CD

Model #00-24406

Quantity: 40

In Stock &amp; Ready to Ship

**\$639.60**

(\$15.99 each)



Etude ECL-200 Student Series Bb Clarinet Nickel  
Keys

Model #ECL-200

Quantity: 20

In Stock &amp; Ready to Ship

**\$5,380.00**

(\$269.00 each)



**Etude ETR-100 Series Student Bb Trumpet Lacquer**

Model #ETR-100

Quantity: 20

**In Stock & Ready to Ship****\$5,399.80**

(\$269.99 each)

**Ortega Student Series RST5-3/4 - 3/4 Size Acoustic Classical Guitar Gloss Natural 0.75**

Model #RST5-3/4

Quantity: 20

**In Stock & Ready to Ship****\$3,199.80**

(\$159.99 each)

**Rhythm Band Fun With Music Symbols!**

Model #RB-452

Quantity: 80

**In Stock & Ready to Ship****\$1,679.20**

(\$20.99 each)

**Alfred Kid's Drum Course 1 (Book/CD)**

Model #00-23182

Quantity: 20

**In Stock & Ready to Ship****\$439.80**

(\$21.99 each)

**Yamaha Clavinova CLP-765GP Digital Grand Piano With Bench Polished Ebony**

Model #CLP765GP

Quantity: 1

**In Stock & Ready to Ship****\$5,199.99****Yamaha Single-Braced SS-740A Snare Stand**

Model #SS-740A

Quantity: 20

**In Stock & Ready to Ship****\$1,659.80**

(\$82.99 each)

**Giardinelli Saxophone Starter Pack**

Model #SP-S

Quantity: 20

**In Stock & Ready to Ship****\$759.80**

(\$37.99 each)



### Etude EAS-200 Student Series Alto Saxophone

Lacquer

Model #EAS-200

Quantity: 20

In Stock & Ready to Ship

**\$7,999.80**

(\$399.99 each)



### Giardinelli GPC-300 Piccolo

Model #GPC-300

Quantity: 20

In Stock & Ready to Ship

**\$9,999.80**

(\$499.99 each)



### Aulos 3-piece Student Soprano Recorder Ivory

Model #A303B

Quantity: 80

In Stock & Ready to Ship

**\$540.00**

(\$6.75 each)



### Nuvo jFlute 2.0 Black/Black

Model #N220JFBK

Quantity: 80

In Stock & Ready to Ship

**\$11,199.20**

(\$139.99 each)

# Coversheet

## Approval of iReady 2024-2025

**Section:** III. Business  
**Item:** E. Approval of iReady 2024-2025  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Benito Juarez ES iRCL IR API MR Ready TBX Writing 3 YR Quote354181.7.pdf

# Curriculum Associates®

## Prepared For:

Maurice Williams  
Benito Juarez ES  
1450 Marina Way S,  
Richmond, CA 94804

5/31/2024

Dear Maurice Williams,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025      Quote ID: 354181.7      Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready Classroom	\$69,486.00	\$41,723.10
i-Ready	\$65,546.00	\$65,546.00
Ready	\$18,750.00	\$15,937.50
Toolbox	\$11,322.00	\$9,623.70
Professional Learning	\$15,900.00	\$15,400.00
i-Ready Partners Services	\$6,000.00	\$0.00
<i>i-Ready Partners Services Includes:</i> <ul style="list-style-type: none"> <li><u>Initial Implementation Services</u>: Provisioning, Initial Rostering, Hosting, Technology Assessment</li> <li><u>Implementation Management</u>: Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</li> <li><u>Staff Development Consultation and Resources</u>: Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</li> <li><u>Technical Support</u>: Proactive Network Monitoring &amp; Issue Notification, Annual Health Check, Technical Support</li> </ul>		
List Total:		\$187,004.00
Savings:		\$38,773.70
Shipping/Tax/Other:		\$7,196.36
Total:		\$155,426.66

Thank you again for your interest in Curriculum Associates.

Sincerely

Peter Murphy  
(323) 312-8887  
pmurphy@cainc.com

**Please submit this quote with your purchase order**

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013  
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: [orders@cainc.com](mailto:orders@cainc.com), Website: [CurriculumAssociates.com](http://CurriculumAssociates.com)

# Curriculum Associates®

Quote ID: 354181.7

Date: 5/31/2024

Quote Valid through: 12/31/2024

**Prepared For:**

Maurice Williams  
Benito Juarez ES  
1450 Marina Way S,  
Richmond, CA 94804  
mwilliams@amethodschools.org

**Your Representative:**

Peter Murphy  
(323) 312-8887  
pmurphy@cainc.com

**i-Ready Classroom**

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Classroom 2020 Mathematics Student Worktext with Digital Access Grade K 3 Years	25347.0	100	\$81.00	\$68.85	\$6,885.00
i-Ready Classroom 2020 Mathematics Student Worktext with Digital Access Grade 1 3 Years	25403.0	100	\$81.00	\$68.85	\$6,885.00
i-Ready Classroom 2020 Mathematics Student Worktext with Digital Access Grade 2 3 Years	25459.0	100	\$81.00	\$68.85	\$6,885.00
i-Ready Classroom 2020 Mathematics Student Worktext with Digital Access Grade 3 3 Years	25571.0	102	\$81.00	\$68.85	\$7,022.70
i-Ready Classroom 2020 Mathematics Student Worktext with Digital Access Grade 4 3 Years	25711.0	102	\$81.00	\$68.85	\$7,022.70
i-Ready Classroom 2020 Mathematics Student Worktext with Digital Access Grade 5 3 Years	25851.0	102	\$81.00	\$68.85	\$7,022.70
i-Ready Classroom 2020 Common Core Mathematics Teacher Digital Access (English and Spanish) Volume 1 + 2 Grade K-8 3 Years	26041.0	24	\$850.00	\$0.00	\$0.00
i-Ready Classroom Subtotal:					\$41,723.10

**i-Ready**

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 3 Years	15016.0	1	\$65,546.00	\$65,546.00	\$65,546.00
i-Ready Subtotal:					\$65,546.00

**Ready**

Product Name	Item #	Qty	List Price	Net Price	Total
Ready Writing Instruction Grade 2 Student Book 3 Years (2016)	16775.0	100	\$45.00	\$38.25	\$3,825.00
Ready Writing Instruction Grade 2 Teacher Resource Book (2016)	15294.9	4	\$30.00	\$25.50	\$102.00
Ready Writing Instruction Grade 3 Student Book 3 Years (2015)	16776.0	102	\$45.00	\$38.25	\$3,901.50
Ready Writing Instruction Grade 3 Teacher Resource Book (2017)	18235.0	4	\$30.00	\$25.50	\$102.00
Ready Writing Instruction Grade 4 Student Book 3 Years (2015)	16777.0	102	\$45.00	\$38.25	\$3,901.50
Ready Writing Instruction Grade 4 Teacher Resource Book (2017)	18236.0	4	\$30.00	\$25.50	\$102.00
Ready Writing Instruction Grade 5 Student Book 3 Years (2015)	16778.0	102	\$45.00	\$38.25	\$3,901.50
Ready Writing Instruction Grade 5 Teacher Resource Book (2017)	18237.0	4	\$30.00	\$25.50	\$102.00
Ready Subtotal:					\$15,937.50

**Toolbox**

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 3 Years	28360.0	1	\$11,322.00	\$9,623.70	\$9,623.70
Toolbox Subtotal:					\$9,623.70

**Professional Learning**

Product Name	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Learning)	28024.0	1	\$500.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 24-25	38557.0	3	\$2,200.00	\$2,200.00	\$6,600.00
Professional Learning Session (up to 6 hours) AY 25-26	38558.0	2	\$2,200.00	\$2,200.00	\$4,400.00
Professional Learning Session (up to 6 hours) AY 26-27	38559.0	2	\$2,200.00	\$2,200.00	\$4,400.00
Professional Learning Subtotal:					\$15,400.00

**i-Ready Partners Services**

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Core Mathematics Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 3 Years	27124.0	1	\$6,000.00	\$0.00	\$0.00
i-Ready Partners Services Subtotal:					\$0.00

Total					
List Total:				\$187,004.00	
Savings:				\$38,773.70	
Merchandise Total:				\$148,230.30	
Voucher/Credit:				\$0.00	
Estimated Tax:				\$5,761.97	
Estimated Shipping:				\$1,434.39	
Total:				\$155,426.66	

Special Notes
<p>All i-Ready purchases require professional development.</p> <p>Math teacher materials gratis at up to 1:25 ratio (add'l access paid). Shipping included in math student bundle price. All i-Ready purchases require PL.</p> <p>15% i-Ready Partnership Discount applied to i-Ready Classroom products.</p>

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

N1

# Curriculum Associates®

## Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to [pdoperations@cainc.com](mailto:pdoperations@cainc.com).



# Curriculum Associates®

## Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

# Curriculum Associates®

## Multiyear Core Purchase—Ready Math

Curriculum Associates is pleased to offer an industry-best, flexible, subscription-based model for multiyear purchases of both print and digital products. Please see below for more information about your multiyear purchase.

### Included in Purchase:

- Student Materials
  - Annual shipment of consumable printed student materials for full term of subscription
  - Includes any reallocation of the quantities of originally-purchased student materials across schools, grades, and available languages (English/Spanish) as necessary
- Teacher Materials: first-year shipment of printed teacher materials

### Please Note:

- Shipments of materials in Year Two and beyond must match total quantity on the original purchase order. Any additional student materials needed will require a new purchase order.
- Teacher materials are provided gratis at a ratio of 1 teacher set per 25 student sets purchased during the initial fulfillment year only. A new purchase order is required for any additional teacher materials in subsequent years.
- Purchase order and payment are required upfront for full value of sale.
- Professional Development is required.
- Price does not include exchanges or upgrades to products other than the product indicated on the original purchase order.

### Curriculum Associates Stands Behind Its Products:

Our goal is to **ensure any product you purchase from us meets or exceeds expectations**. We stand behind our programs and strive to clearly and accurately describe their features and functionality. If for any reason you are not satisfied with our products, upon request we will provide a credit for products and services not yet delivered or provided. Note that print materials that have been used and/or are not in “saleable condition,” and individual components of Ready Student and Teacher Sets that have been separated out, are not eligible for return.





## Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

### Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



**Account  
Management**



**Professional  
Development**



**Educational  
Consultants**



**Achievement  
Analytics**



**Technical  
Support**

### Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



# Curriculum Associates®

## Placing an Order

**Email:** [Orders@cainc.com](mailto:Orders@cainc.com)

**Fax:** 1-800-366-1158

**Mail:**

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing [AR@cainc.com](mailto:AR@cainc.com).

Please send any payment notifications to [payments@cainc.com](mailto:payments@cainc.com). Credit card payments are only accepted for purchases under \$50,000.

## Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at [invoices@cainc.com](mailto:invoices@cainc.com) or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

## Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support). Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

# Coversheet

## Approval of John Henry's TCI History Curriculum

<b>Section:</b>	III. Business
<b>Item:</b>	F. Approval of John Henry's TCI History Curriculum
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	John Henry High School Quote with 6yr Access.pdf



Grace Barriga  
Executive Assistant  
John Henry High School  
1402 Marina Way S  
Richmond, CA 94804-3747  
United States

Quote Number: 273569-10  
Quote Creation Date: 06-10-2024  
Quote Expiration Date: 09-30-2024

Quote Release: 10

John Henry High School Quote  
Price Quote Summary

Solution	Base Amount	Total
Fraser: By the People: A History of the	\$ 14,605.50	\$ 14,605.50
O'Connor: American Government:	\$ 8,025.00	\$ 8,025.00
Schaefer, Racial and Ethic Groups	\$ 15,390.00	\$ 15,390.00
Stearns: World Civilization: The Global	\$ 16,450.00	\$ 16,450.00
Solution Subtotal	\$ 54,470.50	\$ 54,470.50
Shipping & Handling		\$ 3,517.25
Total		\$ 57,987.75

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
Fraser: By the People: A History of the United States				
By the People: A History of the United States 3rd AP Edition ©2024 with Revel®, Fraser				
9780137892877	Fraser, By the People: A History of the United States 3rd AP Edition with Revel Institutional Access (up to 6-years) ©2024	160.50	90	\$14,445.00
9780137892891	AP Annotated Teacher's Edition for By the People: A History of the United States 3rd AP Edition	160.50	1	\$160.50
By the People: A History of the United States 3rd AP Edition ©2024 with Revel®, Fraser Subtotal				\$ 14,605.50
Fraser: By the People: A History of the United States Subtotal				\$ 14,605.50
O'Connor: American Government: Roots and Reform				

ISBN	Description	Price	Charged Qty	Total Charged
<b>Revel® American Government 14th AP® Edition 2022 Midterm Election Edition ©2022, O'Connor</b>				
9780136927709	O'Connor, American Government 14e AP Edition 2020 Presidential Election Student Edition with Revel Institutional Access for 2022 Midterm Election Edition (up to 6-years)	160.50	50	\$8,025.00
<b>Revel® American Government 14th AP® Edition 2022 Midterm Election Edition ©2022, O'Connor Subtotal</b>				<b>\$ 8,025.00</b>
<b>O'Connor: American Government: Roots and Reform Subtotal</b>				<b>\$ 8,025.00</b>
<b>Schaefer, Racial and Ethnic Groups</b>				
<b>Revel® Racial and Ethnic Groups 15th Edition Update Schaefer ©2019</b>				
9780137905645	Revel Racial and Ethnic Groups, 15e (1-Year access) Revel 100% Digital Solutions-Institutional Licensing℄*	50.00	90	\$4,500.00
9780137905652	Revel Racial and Ethnic Groups, 15e (6-Year access) Revel 100% Digital Solutions-Institutional Licensing℄*	121.00	90	\$10,890.00
<b>Revel® Racial and Ethnic Groups 15th Edition Update Schaefer ©2019 Subtotal</b>				<b>\$ 15,390.00</b>
<b>Schaefer, Racial and Ethnic Groups Subtotal</b>				<b>\$ 15,390.00</b>
<b>Stearns: World Civilization: The Global Experience</b>				
<b>World Civilizations: The Global Experience, Since 1200 8th Edition, AP® Edition ©2021 with MyLab® History with Pearson eText, Stearns et al.,</b>				
9780135702727	Stearns, World Civilizations Since 1200 8th Edition, AP Edition ©2021 with MyLab History with eText (up to 6-years)	164.50	100	\$16,450.00
<b>World Civilizations: The Global Experience, Since 1200 8th Edition, AP® Edition ©2021 with MyLab® History with Pearson eText, Stearns et al., Subtotal</b>				<b>\$ 16,450.00</b>
<b>Stearns: World Civilization: The Global Experience Subtotal</b>				<b>\$ 16,450.00</b>
<b>Solution Subtotal</b>				<b>\$ 54,470.50</b>
<b>Shipping and Handling</b>				<b>\$ 3,517.25</b>
<b>Total</b>				<b>\$ 57,987.75</b>

Estimated Sales Tax:9.75% \$ 5,310.87

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## Savvas Learning Company LLC Terms and Conditions

**To place your order** please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

**Online:** <https://support.savvas.com/support/s/customerserviceus>

**Mail:** PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

**Damaged & Defective Products:** If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

**Return Policy:** Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site:

<https://worktext-subscriptions.savvas.com>

**Annual subscriptions for iLit and Successmaker Only:** Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

**Technical support services** are included with purchase of Savvas digital products.

online help: <https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

**Professional Services:** Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).

## Coversheet

### Approval of Worthington Direct Furniture Quote- Oakland Charter Academy

<b>Section:</b>	III. Business
<b>Item:</b>	G. Approval of Worthington Direct Furniture Quote- Oakland Charter Academy
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	QTE084358 - WD Quote.pdf



Quote #QTE084358

Customer ID: OAK3002

For assistance, please contact your furniture expert:




Valid 6/3/2024 To 06/30/2024

Jordan Baker

jordan@worthingtondirect.com

P: 800-599-6636

Bill To	Ship To	
<b>OAKLAND CHARTER SCHOOL</b> <b>ACCOUNTS PAYABLE</b> <b>4215 FOOTHILL BLVD</b> <b>OAKLAND, CA 94601-4621</b> <b>P: (510) 459-3362</b>	<b>OAKLAND CHARTER SCHOOL</b> <b>MAURICE WILLIAMS</b> <b>4215 FOOTHILL BLVD</b> <b>OAKLAND, CA 94601-4621</b> <b>P: (510) 459-3362</b>	

	Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
	20R51	QUO0057512	HIERARCHY ACTIVITY TABLE & CHAIR CLASSROOM PACKAGE <b>Estimated Lead Time: 28 days - 35 days plus 2-5 days for transit</b>	\$10440.95	8	\$83,527.60
	15064	MST1216	12'1"LX28"H, 15"H STOOLS, MOBILE FOLDING STOOL TABLE <b>Estimated Lead Time: 56 days - 70 days plus 2-5 days for transit</b>	\$3355.95	10	\$33,559.50
	^81F48	04156/6/11849/12	CLASSROOM SET, 6 CRESCENT 72" TABLES & 12 FLAVORS 18"H CHAIRS <b>Estimated Lead Time: 21 days - 56 days plus 2-5 days for transit</b>	\$0.00	3	\$0.00
	20J90-GE-BL-PL	66682-H-8201-HBLU	72"WX36"D, 18"-29"H, GRAY ELM TOP, BLUE EDGE, PLATINUM FRAME, RECTANGLE HIERARCHY ACTIVITY TABLE <b>Estimated Lead Time: 28 days - 35 days plus 2-5 days for transit</b>	\$407.95	6	\$2,447.70
	87217-RB	MS-RB-24	ROYAL BLUE BACKLESS METAL STOOL, 24"H <b>Estimated Lead Time: 56 days - 70 days plus 2-5 days for transit</b>	\$100.95	32	\$3,230.40
	87329	WD-MSCL-HST-34	34" H MIDDLE SCHOOL 24 STUDENT CLASSROOM PKG <b>Estimated Lead Time: 56 days - 70 days plus 2-5 days for transit</b>	\$13460.95	2	\$26,921.90

**Quote #QTE084358****Customer ID: OAK3002****For assistance, please contact your furniture expert:****Valid 6/3/2024 To 06/30/2024****Jordan Baker****jordan@worthingtondirect.com****P: 800-599-6636****Bill To**

**OAKLAND CHARTER SCHOOL**  
**ACCOUNTS PAYABLE**  
**4215 FOOTHILL BLVD**  
**OAKLAND, CA 94601-4621**  
**P: (510) 459-3362**

**Ship To**

**OAKLAND CHARTER SCHOOL**  
**MAURICE WILLIAMS**  
**4215 FOOTHILL BLVD**  
**OAKLAND, CA 94601-4621**  
**P: (510) 459-3362**

Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
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Subtotal	\$149,687.10
Shipping	20,718.80
Tax	15,342.94
<b>Total</b>	<b>\$185,748.84</b>

**Shipping Information**This order includes: ☒ Liftgate Service ☒ Inside Delivery ☒ Call Before Delivery (510) 459-3362

Delivery appointments can be made by the freight company to schedule approx delivery time. Please contact your rep to remove or add additional services to your quote, or to learn more about them.

Liftgate service is recommended for facilities that do not have a loading dock or personnel/equipment needed to lower large or heavy freight to the ground. Selecting this service will ensure that your shipment is lowered to the ground.

Inside Delivery service means that a single freight driver will assist in bringing your shipment inside the first set of doors to your facility. The driver will not navigate stairs/elevators and may still require assistance with extremely large or heavy items.

Please contact your rep to have these additional services added to your quote, or to learn more about them.

When you are ready to order, please make sure you have made all color selections and verified shipping and billing details. Feel free to discuss any questions you may have with your representative: Jordan Baker at jordan@worthingtondirect.com

**Thank you for this opportunity to furnish your space!**
**Worthington Direct    www.worthingtondirect.com    Phone: 800-599-6636    Fax: 800-943-6687    PO Box 140038, Dallas, TX 75214**

## Coversheet

### Approval of Worthington Direct Furniture Quote- Oakland Charter High School

<b>Section:</b>	III. Business
<b>Item:</b>	H. Approval of Worthington Direct Furniture Quote- Oakland Charter High
<b>School</b>	
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	QTE084638 - WD Quote (1).pdf



Quote #QTE084638

Customer ID: OAK3002

For assistance, please contact your furniture expert:





Valid 6/11/2024 To 07/11/2024

Jordan Baker

jordan@worthingtondirect.com

P: 800-599-6636

Bill To	Ship To	
<b>OAKLAND CHARTER SCHOOL</b> <b>ACCOUNTS PAYABLE</b> <b>4215 FOOTHILL BLVD</b> <b>OAKLAND, CA 94601-4621</b> <b>P: (510) 459-3362</b>	<b>OAKLAND CHARTER SCHOOL</b> <b>MAURICE WILLIAMS</b> <b>4215 FOOTHILL BLVD</b> <b>OAKLAND, CA 94601-4621</b> <b>P: (510) 459-3362</b>	

	Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
	^81D58	03095/11849/20	SET OF 20 WING DESKS & 18"H FLAVORS CHAIRS (ASIAN NIGHT, YELLOW, PLT, YELLOW, PLT) <b>Estimated Lead Time: 7 days - 56 days plus 2-5 days for transit</b>	\$5500.00	18	\$99,000.00
	20062	301AH	4'X8', ALUMINUM FRAME, NATURAL, CORK BULLETIN BOARD <b>Estimated Lead Time: 5 days - 7 days plus 2-5 days for transit</b>	\$240.00	40	\$9,600.00
	20G42-HYLW	50970-HYLW	17"-24" ADJUSTABLE HEIGHT, HIERARCHY YELLOW, GROW STOOL <b>Estimated Lead Time: 5 days - 7 days plus 2-5 days for transit</b>	\$88.95	72	\$6,404.40
	81B24	01555/01466(2)	40"H, 42"X72" MULTIMEDIA TABLE W/2 CIRCULAR BASES (ASIAN NIGHT, YELLOW, T MOLD, PLT) <b>Estimated Lead Time: 42 days - 56 days plus 2-5 days for transit</b>	\$740.00	16	\$11,840.00
	87330	WD-HSCL-HST-42	42" H HIGH SCHOOL 30 STUDENT CLASSROOM PKG (NORTHSEA, MAROOCHY BRUSH, GRAY, YELLOW, YELLOW) <b>Estimated Lead Time: 42 days - 56 days plus 2-5 days for transit</b>	\$16950.00	2	\$33,900.00
	20R51	QUO0057512	HIERARCHY ACTIVITY TABLE & CHAIR CLASSROOM PACKAGE <b>Estimated Lead Time: 2 days - 28 days plus 2-5 days for transit</b>	\$10556.95	2	\$21,113.90

**Quote #QTE084638****Customer ID: OAK3002****For assistance, please contact your furniture expert:****Valid 6/11/2024 To 07/11/2024****Jordan Baker****jordan@worthingtondirect.com****P: 800-599-6636****Bill To**

**OAKLAND CHARTER SCHOOL**  
**ACCOUNTS PAYABLE**  
**4215 FOOTHILL BLVD**  
**OAKLAND, CA 94601-4621**  
**P: (510) 459-3362**

**Ship To**

**OAKLAND CHARTER SCHOOL**  
**MAURICE WILLIAMS**  
**4215 FOOTHILL BLVD**  
**OAKLAND, CA 94601-4621**  
**P: (510) 459-3362**

Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
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Subtotal	\$181,858.30
Shipping	19,900.75
Tax	18,640.46
<b>Total</b>	<b>\$220,399.51</b>

**Shipping Information**This order includes: ☒ Liftgate Service ☒ Inside Delivery ☒ Call Before Delivery (510) 459-3362

Delivery appointments can be made by the freight company to schedule approx delivery time. Please contact your rep to remove or add additional services to your quote, or to learn more about them.

Liftgate service is recommended for facilities that do not have a loading dock or personnel/equipment needed to lower large or heavy freight to the ground. Selecting this service will ensure that your shipment is lowered to the ground.

Inside Delivery service means that a single freight driver will assist in bringing your shipment inside the first set of doors to your facility. The driver will not navigate stairs/elevators and may still require assistance with extremely large or heavy items.

Please contact your rep to have these additional services added to your quote, or to learn more about them.

When you are ready to order, please make sure you have made all color selections and verified shipping and billing details. Feel free to discuss any questions you may have with your representative: Jordan Baker at [jordan@worthingtondirect.com](mailto:jordan@worthingtondirect.com)

**Thank you for this opportunity to furnish your space!**
**Worthington Direct    [www.worthingtondirect.com](http://www.worthingtondirect.com)    Phone: 800-599-6636    Fax: 800-943-6687    PO Box 140038, Dallas, TX 75214**

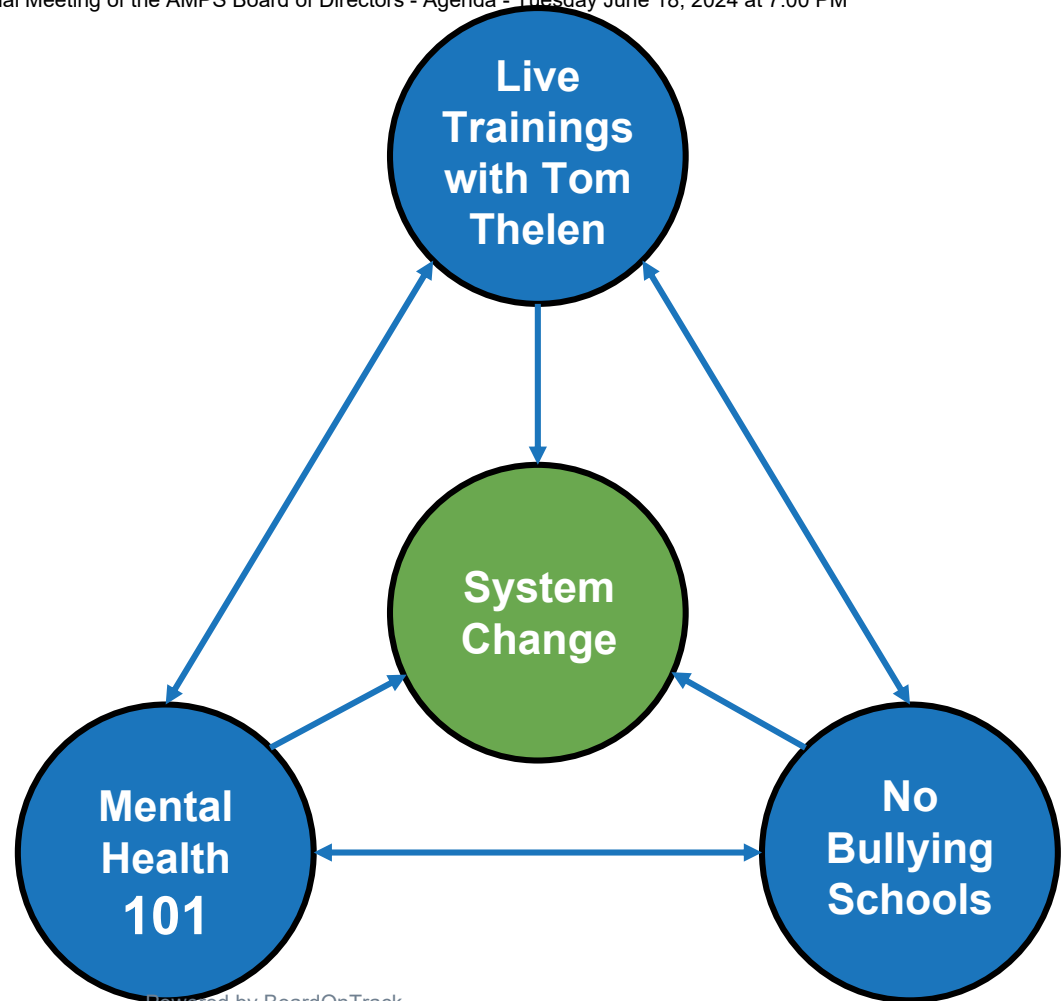
# Coversheet

## Approval of Character Programs (Mental Health / Bullying PDs)

<b>Section:</b>	III. Business
<b>Item:</b>	I. Approval of Character Programs (Mental Health / Bullying PDs)
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Tom Thelen - Training and Curriculum Options.pdf Invoice_730924_2024-08-31.pdf



# Three Solutions for Schools



# Live Trainings With Tom Thelen

**Tom Thelen** is one of America's top speakers on the topics of mental health and bullying prevention. He is the lead author of **Mental Health 101 for Teens**, an Amazon #1 New Release. Tom has spoken at over 900 schools and conferences, and he has been interviewed on NBC, PBS, CBS, and FOX.

Tom is a former Certified Instructor in Youth Mental Health First Aid, a training program by the National Council for Mental Wellbeing.

He and his wife Casie have been married for over 20 years. They have four children, ages 17, 15, 13 & 13.

Watch Tom's demo video and his recent interviews on his website at **<https://TomThelen.com>**.



## **Audiences**

- K – 2nd Grade (30 – 35 mins)
- 3 – 5th Grade (35 – 45 mins)
- 6 – 8th Grade (45 – 50 mins)
- 9 – 12th Grade (50 – 60 mins)
- Teacher Trainings (50 – 60 mins)
- Parent & Community (50 - 60 mins)

## **Training Topics**

- Mental Health 101
- Bullying Prevention
- Violence Prevention
- Online Safety for Kids & Teens
- Parenting and Family Dynamics
- Professional Development Sessions



# School Assembly Programs

Additional topics are available,  
or Tom can customize a training  
for your group.

## **K–2<sup>nd</sup> : “Be Nice to Everyone” (25 - 35 minutes)**

In this brief session, Tom Thelen provides a simplified version of the bullying definition: “Bullying is when you keep picking on someone in a way that is hurtful or controlling.” The program emphasizes the importance of celebrating our differences and being nice to everyone.

## **3–5<sup>th</sup>: “Speak Up Against Bullying” (30 - 45 mins)**

This session includes everything from the K–2 presentation, plus an overview of the national bullying definition from StopBullying.gov, the Four Types of Bullying, and it ends with a challenge for students to “Speak Up Against Bullying” in a respectful way.

# School Assembly Programs

Additional topics are available,  
or Tom can customize a training  
for your group.

## **6–8th: “Be The Change” (45 - 55 mins)**

Tom Thelen’s Middle School Program includes a clear explanation of National Bullying Definition from StopBullying.gov, including the 4 Types of Bullying, the difference between bullying and teasing, the difference between bullying and peer conflict, and an introduction to cyberbullying and online safety. Tom tells his own life story of overcoming bullying by getting help from a trusted adult. He discovered how to break out of the bullying cycle by making positive choices and building strong character. The challenge is for each student to “Be The Change” by being kind and speaking up against bullying.

# School Assembly Programs

## **9–12th Program: “Be The Change” (50 - 60 mins)**

Tom Thelen’s High School Program includes all the elements of the Middle School Assembly, PLUS an added focus on Mental Health, Emotional Intelligence, and Suicide Prevention (optional). If time allows, Tom likes to end the session with a few minutes of live Q&A.

Additional topics are available, or Tom can customize a training for your group.



# Parent & Teacher Trainings

Additional topics are available, or Tom can customize a training for your group.

## **Parent & Guardian Program (50 - 60 mins)**

“Raising Resilient Kids & Teens” includes a brief review of what Tom taught the students. He goes on to discuss family psychology and how every parent’s level of stress and anxiety has a direct effect on their children. The speech ends with practical steps for how to help kids in crisis a challenge to “be the trusted adult.”

## **Teacher Training (50 - 60 mins)**

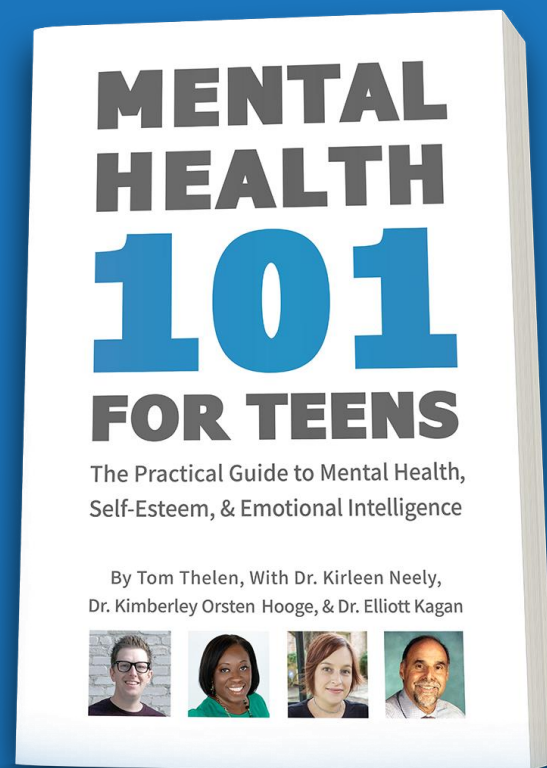
Tom Thelen’s Professional Development includes family psychology, childhood trauma, classroom management, and legal requirements for bullying prevention. Tom can also include a training on how to use the No Bullying Schools Software and Mental Health 101 curriculum.



# Mental Health 101

<https://mentalhealth101.org>

***Mental Health 101 for Teens*** gives teens a roadmap to a mentally healthy life! All teens need practical tools to navigate the difficult journey of life. Written by four leading experts, ***Mental Health 101*** quickly became an **Amazon # 1 New Release**. The book is geared for teens and appropriate for all ages.



Rated Five Stars on **amazon.com** ★★★★★  
Powered by BoardOnTrack

# Meet the Authors of Mental Health 101



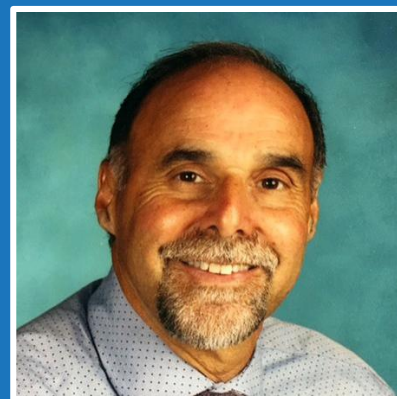
Tom Thelen



Dr. Kirleen Neely



Dr. Kimberley Hooge



Dr. Elliott Kagan

## Member schools get access to our Digital Curriculum & Teacher's Guide



**Mental Health 101 eBook**  
(unlimited downloads!)



**Student Journal Prompts** for  
personal growth goals



**Classroom Discussion Guides**  
for all chapters & sub-chapters



**Family Discussion Guides** in  
English, Spanish, & Chinese



**Small Group Activities &  
Collaborative Conversations**



All this content is exclusive with  
your **school membership**

# MENTAL HEALTH 101 FOR TEENS

The Practical Guide to Mental Health,  
Self-Esteem, & Emotional Intelligence

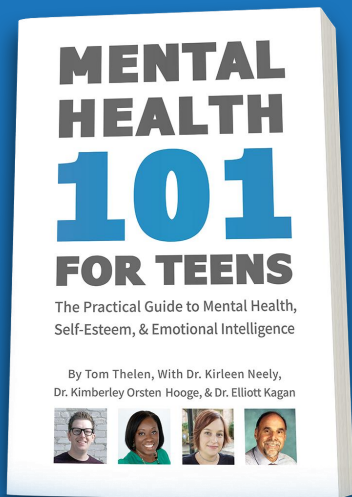
By Tom Thelen, With Dr. Kirleen Neely,  
Dr. Kimberley Orsten Hooge, & Dr. Elliott Kagan



Rated Five Stars on **amazon.com** ★★★★★

Powered by BoardOnTrack

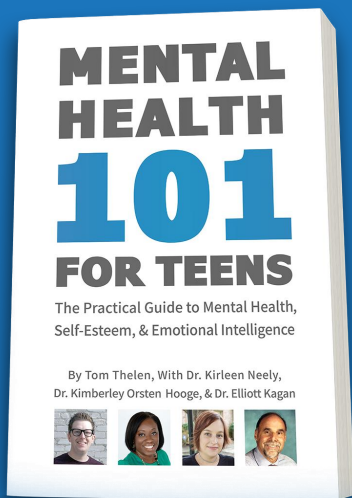
# Top 10 Goals of



MentalHealth101.org

1. **Mental Health 101 teaches teens how to talk with their parents or guardians when they need support** and how to reach out to other trusted adults or mental health professionals if needed.
2. **Mental Health 101 is non-controversial.** The book does not promote any controversial ideas, political agendas, or religious agendas. The book promotes personal responsibility and healthy life choices.
3. **Mental Health 101 teaches positive behaviors and mental wellbeing skills** like respect, responsibility, resiliency, and coping skills for stress and anxiety.
4. **Mental Health 101 prevents at-risk and self-destructive behaviors** like self-harm, suicide, depression, and anxiety.
5. **Mental Health 101 makes a clear distinction** between temporary feelings of anxiety or depression (which are common for all teens) and longer forms of clinical depression, which can only be diagnosed by a mental health professional.

# Top 10 Goals of



MentalHealth101.org

6. [Mental Health 101](#) shows students **how to get help if someone is having a mental health crisis**, such as a panic attack or suicidal thoughts. The program also educates students on the most common mental illnesses, learning disorders, and disabilities.
7. [Mental Health 101](#) teaches students **how to have respectful conversations**, even when they disagree with someone.
8. [Mental Health 101](#) is non-judgmental, and it **allows students to participate at their own comfort level**.
9. [Mental Health 101](#) can be taught as a **Tier-1 class** for all middle school and high school students.
10. [Mental Health 101](#) is a **research-based program** that will soon become evidence-based, as we study the positive impact it has on school culture.

# Five-Star Reviews on Amazon



## Amazing Resource for Teens

Reviewed in the United States  
on February 4, 2021

**Jessica**

**Verified Purchase**

Amazing resource for educators and parents. This book offers great coping strategies and ideas that can help guide children through this difficult time. This would be a great book for schools to provide their students with, as the strategies and skills taught in this book are invaluable and can be applied to many aspects of life.



## Great book! A much overlooked topic in a time when it's needed most.

Reviewed in the United States  
on December 23, 2020

**Chandler**

**Verified Purchase**

You can tell that Tom is someone who actually interacts with kids at all stages of life on a regular basis. Every point considers the long term impact of the choices kids make, and the choices we make with them.



## A healthy and emotional surprise

Reviewed in the United States  
on December 29, 2020

**Christyn G**

**Verified Purchase**

This book made me cry in a very good way! I wondered if it would be worth the time spent reading it, but it was definitely not a waste. I have 5 teens and hope each one of them will read every word. I plan to take some of the advice to heart myself.



# NO BULLYING SCHOOLS

[nobullyingschools.com](http://nobullyingschools.com)






**NO BULLYING  
SCHOOLS**

<https://nobullyingschools.com>

# What is No Bullying Schools?

No Bullying Schools is the leading evidence-based program for preventing bullying, cyberbullying, and school violence.

- 
- A photograph of a young man walking away from the camera down a long, brightly lit school hallway. He is wearing a dark jacket over a light-colored shirt and jeans. The hallway has a polished floor and white walls with doors on the left.
- Evidence-Based Program
  - Smartphone App for Reporting Bullying
  - Reporting Software for School Admins
  - School Culture Survey Included
  - Video Lessons on Bullying, Respect, Resiliency



NO BULLYING  
SCHOOLS

<https://nobullyingschools.com>

# Video Curriculum

Over 40 Video Lessons on topics like Bullying, Self-Esteem, Respect, Responsibility, Resiliency, & more.





NO BULLYING  
SCHOOLS

<https://nobullyingschools.com>

# Report Bullying App

The Report Bullying App  
(available for iPhone or Android)  
allows **students, parents, or  
teachers** to report any type of  
incident, even beyond bullying.  
Students can leave their name or  
remain anonymous. Each report  
sends an automatic email alert to  
your school administrators. Only  
available to subscribing schools.



INCIDENTS

DATA

STUDENTS

RESOURCES

SETTINGS

ACCOUNT

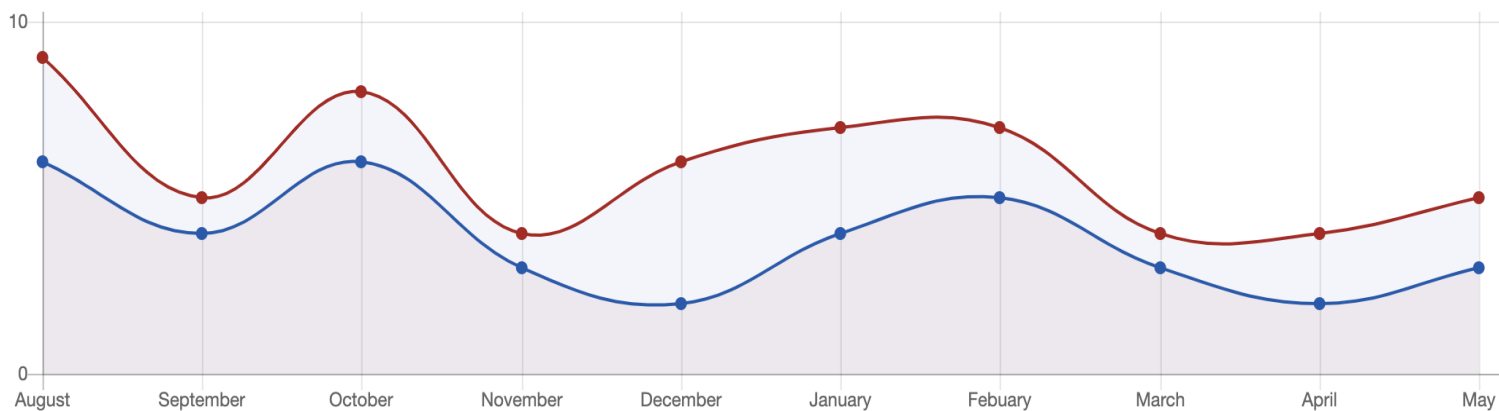
## ALL BEHAVIOR TRENDS OVER TIME

☒ Confirmed Incidents

From: 08/01/2019 - 05/30/2020

Compared to: One Year Prior

RECALCULATE

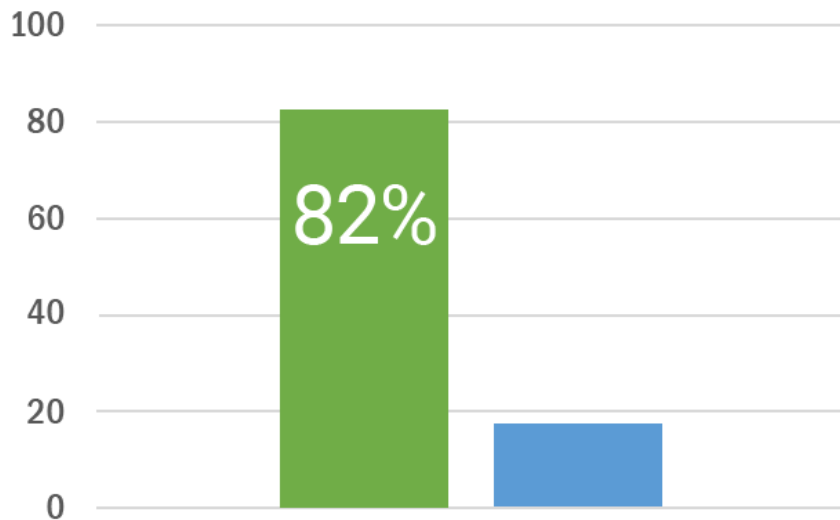


From Dates: 38 Confirmed Incidents    One Year Prior: 59 Confirmed Incidents    Percent of Change = ▼ 36% Decrease In Confirmed Incidents

# Evidence Based

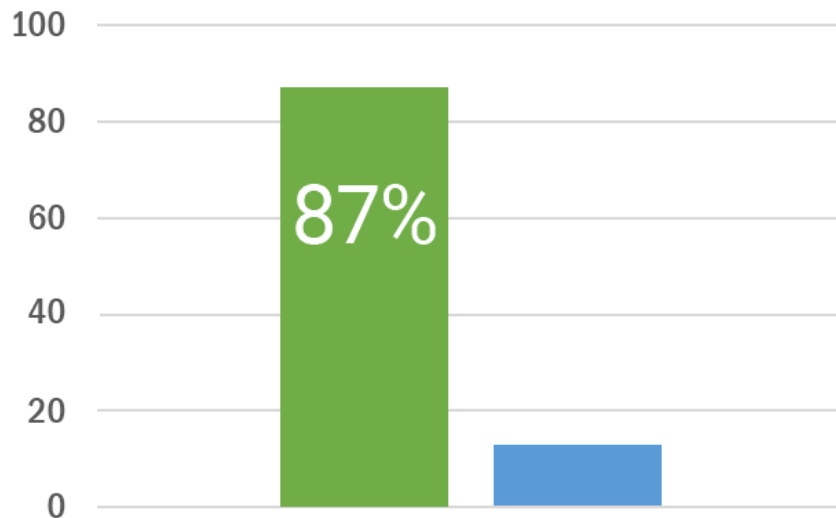
# Research Study Results

**82%** of students said, “No Bullying Schools taught me the difference between **BULLYING AND TEASING.**”



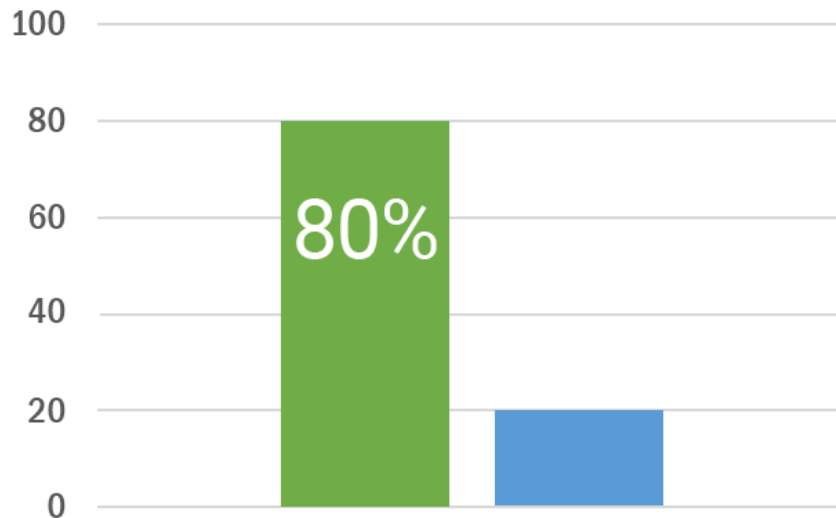
# Research Study Results

**87%** of students said the program helped create  
a more **POSITIVE SCHOOL CULTURE**.



# Research Study Results

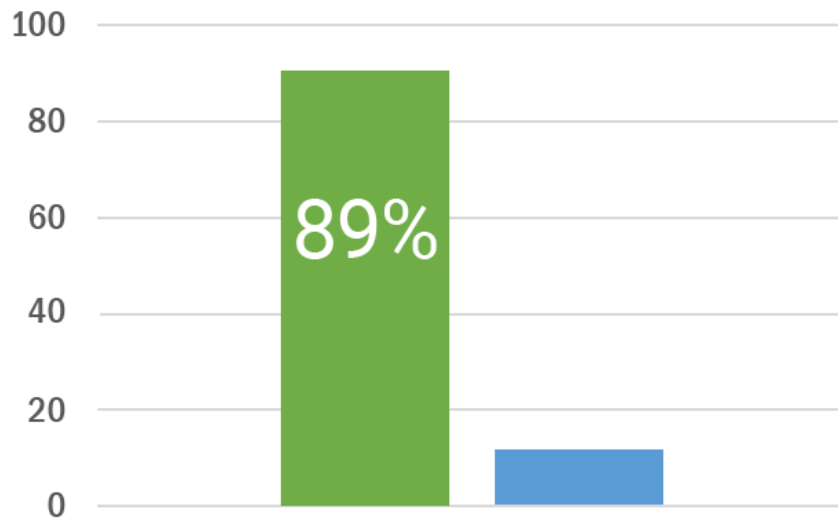
**80%** of students said, “No Bullying Schools taught me **HOW TO BE RESILIENT.**”





# Research Study Results

**89%** said the program taught them **HOW TO SPEAK UP** against bullying in a positive way.”



# Research Study Results

**After one semester, Bullied  
Students showed a 28%  
decrease in missed school  
days due to bullying.**



# Pricing & Options

# 2024 Pricing & Discounts

## Live Trainings

- 1 Training: \$3,500
- 2 Trainings: \$2,750 each
- 3 Trainings: \$2,500 each
- 4 Trainings: \$2,250 each
- 5+ Trainings: \$2,000 each
- Virtual Trainings: \$1,000 each

## Booking Details

- These rates include all travel and all expenses. There are no reimbursables.
- These rates are for same-day events in the Continental U.S. They cannot be split over multiple trips. For international or multi-day rates, contact [tom@tomthelen.com](mailto:tom@tomthelen.com).
- You can partner up with other schools to book multiple trainings on the same day!

# 2024 Pricing & Discounts

## **NoBullyingSchools.com**

- \$3,000 Per School, Per Year
- 50% OFF is available when you book a training with Tom Thelen
- Evidence-based bullying prevention program with video curriculum, lesson plans, smartphone reporting app for students, and school culture tracking software for principals, counselors, and school leaders.

## **MentalHealth101.org**

- \$3,000 Per School, Per Year
- 50% OFF is available when you book a training with Tom Thelen
- Year-round mental health curriculum for middle and high school. Includes unlimited eBook downloads and Teacher's Guide with Classroom Discussion Guides, Student Activities, and Family Discussion Guides available in English, Spanish, and Chinese.



# INVOICE

**Character Programs, LLC**

6585 Split Rail Ln  
Cocoa, Florida 32927  
United States

Phone: 616-987-0444

Fax: 253-369-1575

CharacterPrograms.org

**BILL TO**
**Amethod Public Schools**

Maurice Williams, Chief Academic Officer  
1450 Marina Way  
South Richmond, California 94804  
United States

mwilliams@amethodschools.org

**Invoice Number:** 730924

**Invoice Date:** June 3, 2024

**Payment Due:** August 31, 2024

**Amount Due (USD):** \$102,658.00

 [Pay Securely Online](#)

Items	Quantity	Price	Amount
<b>School Assemblies with Tom Thelen</b> During the 2024 - 2025 school year, author Tom Thelen will present 11 school assemblies in your school district. This will be spread over two trips (each trip will be two consecutive days - dates TBD). All 6 Amethod Schools will receive one Bullying Prevention School Assembly. All 5 Amethod Middle and High Schools will receive one Mental Health School Assembly The rate is all-inclusive, meaning there are no reimbursable expenses.	11	\$3,500.00	\$38,500.00
<b>School Assembly Give-Aways</b> During each of the 11 school assemblies, Tom Thelen will give away two T-shirts to students who participate by answering questions and being engaged in the training (for a total of 22 T-shirt giveaways)	22	\$15.00	\$330.00
<b>Professional Development with Tom Thelen</b> During the 2024 - 2025 school year, author Tom Thelen will present two Professional Development Trainings in your school district. These will happen during the same two trips as mentioned above (Dates TBD) The rate is all-inclusive, meaning there are no reimbursable expenses.	2	\$3,500.00	\$7,000.00
<b>Mental Health 101 Subscription 1 Year</b> Three-Year Curriculum Subscription to Mental Health 101 For Teens (For your five middle and high schools)	5	\$9,000.00	\$45,000.00



# INVOICE

**Character Programs, LLC**

6585 Split Rail Ln  
Cocoa, Florida 32927  
United States

Phone: 616-987-0444

Fax: 253-369-1575

CharacterPrograms.org

Items	Quantity	Price	Amount
<b>Parent and Community Program</b> During the 2024 - 2025 school year, author Tom Thelen will present one Parent and Community Programs in your school district. These will happen during the same two trips as mentioned above (Dates TBD) The rate is all-inclusive, meaning there are no reimbursable expenses.	1	\$3,500.00	\$3,500.00
<b>Mental Health 101 For Teens (Book)</b> Mental Health 101 For Teens: The Practical Guide to Mental Health, Self-Esteem, and Emotional Intelligence. By Tom Thelen, Dr. Kirleen Neely, Dr. Kimberley Orsten Hooze, and Dr. Elliott Kagan. Free shipping is included.	1800	\$24.99	\$44,982.00
<b><a href="https://NoBullyingSchools.com">https://NoBullyingSchools.com</a></b> Three-Year Software and Curriculum Subscription to No Bullying Schools Program (For all six of your schools)	6	\$9,000.00	\$54,000.00
<b>Subtotal:</b>			\$193,312.00
Multi-Year, Bulk Rate Discount. We have been in contact with Maurice Williams, your Chief Academic Officer, and together we negotiated a generous discount on this order:			(\$90,654.00)
<b>Total:</b>			\$102,658.00

**Amount Due (USD): \$102,658.00**

Pay Securely Online



[link.waveapps.com/rnxnnu-c9mmfs](https://link.waveapps.com/rnxnnu-c9mmfs)

**Notes / Terms**

Thank you for partnering with Tom Thelen and Character Programs LLC, the parent company of Mental Health 101 and No Bullying Schools.



# INVOICE

**Character Programs, LLC**

6585 Split Rail Ln  
Cocoa, Florida 32927  
United States

Phone: 616-987-0444

Fax: 253-369-1575

CharacterPrograms.org

**Notes / Terms****ADDITIONAL PRODUCTS OR SERVICES:**

If you wish to add anything to this proposal, please contact Tom Thelen at [tom@tomthelen.com](mailto:tom@tomthelen.com).

**PAYMENT:**

Live events require a 50% deposit paid at least 30 days before the event. The remaining 50% is due to the speaker on the day of the event via check. You can also pay the entire invoice up front if you prefer.

**TWO WAYS TO PAY:**

- 1) We prefer payment via check. Please mail the check to Character Programs LLC, 6585 Split Rail Ln, Cocoa, FL, 32927.
- 2) Alternatively, you can pay via credit card by clicking the "Pay Now" link in this email or PDF. (To pay the 50% deposit, simply click the link and adjust the payment amount accordingly).

**W9 TAX FORM:**

If you need a copy of our W9, you can download it at the link below:

<https://drive.google.com/drive/folders/1OkDb12NhIKRnCaDQMoLaNcTLmzRdqOok>

**TERMS AND CONDITIONS:**

Your payment acknowledges you have read and agree to our Terms and Conditions and Privacy Policy at

<https://characterprograms.org/terms-and-conditions/>

**NEXT STEPS**

Once the 50% deposit is paid, then the event is officially booked! The next step is to promote the event. You can use any of the resources in Tom's Promo Kit at this link:

**TOM THELEN PROMO KIT & AUDIO-VISUAL NEEDS**

<https://drive.google.com/drive/folders/1OkDb12NhIKRnCaDQMoLaNcTLmzRdqOok>

The link above includes a one-page Event Planning Guide, which simplifies the planning process and helps you prepare for an awesome event!

The link also includes Tom's speech introduction, audio-visual needs, a customizable parent letter, printable posters, and classroom discussion questions for teachers to use with the students after Tom's speech. (Pro Tip: If you want to customize the parent letter, first make a duplicate of the file, so you can edit it as your own Google Doc.)

If you have any questions, please contact [tom@tomthelen.com](mailto:tom@tomthelen.com) or call 616-987-0444. Thanks!



# Coversheet

## Approval of Ed Sped Solutions Contract 2024-2025

<b>Section:</b>	III. Business
<b>Item:</b>	J. Approval of Ed Sped Solutions Contract 2024-2025
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	State-SELPA-2024-2025-Master-Contract.pdf

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

*2024-2025*

# Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Amethod Public Schools

Contract Year 2024-2025

       Nonpublic School

  X   Nonpublic Agency

## **Type of Contract:**

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

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

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

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

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**2024-2025****CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** Amethod Public Schools**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Ed Sped Solutions LLC**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT****GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2024, between Amethod Public Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Ed Sped Solutions, LLC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**



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

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

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

## 6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education

Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

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

#### **11. SUCCESSORS IN INTEREST**

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

#### **12. VENUE AND GOVERNING LAW**

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### **14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

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

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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



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

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

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

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

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

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

## **18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term

of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

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

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.



## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq*...

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading

toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

## **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure

coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development,

service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;



5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA

student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

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

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

#### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

#### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

#### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.



CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon

enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

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

#### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

#### **40. PARENT ACCESS**

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

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#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

#### 43. MONITORING

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student’s instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR’s site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

### PERSONNEL

#### 44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California

Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

#### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.



CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

#### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to:

disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

#### **52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

#### **53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

#### **54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

#### **55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal



requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## **FINANCIAL**

### **56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be

adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently



debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**Ed Sped Solutions, LLC**  
**Nonpublic School/Agency**

\_\_\_\_\_  
**LEA Name**

By: Shalini Verma 06/18/24  
**Signature Date**

By: \_\_\_\_\_  
**Signature Date**

Shalini Verma/ Service Coordinator  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Ed Sped Solutions, LLC	<b>Name and Title</b>
<b>Nonpublic School/Agency/Related Service Provider</b>  39159 Paseo Padre Pkwy Suite 205	<b>LEA</b>
<b>Address</b> Fremont, CA 94538	<b>Address</b>
<b>City State Zip</b> 408-372-8280	<b>City State Zip</b>
<b>Phone Fax</b> nadia@edsped.com	<b>Phone Fax</b>
<b>Email</b>	<b>Email</b>

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

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City State Zip**

\_\_\_\_\_  
**Phone Fax**

\_\_\_\_\_  
**Email**

**EXHIBIT A: 2024-2025 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Ed Sped Solutions, LLC

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

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

1) Daily Basic Education Rate: \_\_\_\_\_2) Inclusive Education Program

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$60</u>	<u>PER HOUR</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	<u>\$90</u>	<u>PER HOUR</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$200</u>	<u>PER HOUR</u>
<u>Health and Nursing: Other Services (436)</u>	<u>\$200</u>	<u>PER H&amp;V</u>
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$150</u>	<u>PER HOUR</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$140</u>	<u>PER HOUR</u>
<u>Counseling and Guidance (515)</u>	<u>\$140</u>	<u>PER HOUR</u>
<u>Parent Counseling (520)</u>	<u>\$140</u>	<u>PER HOUR</u>
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	<u>\$3000</u>	<u>PER ASSESSMENT</u>
<u>Behavior Intervention Services (535)</u>	<u>\$125</u>	<u>PER HOUR</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____



<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Psychoeducational Assessments</u>	<u>\$3000</u>	<u>per evaluation</u>
<u>Other (900) Academic Assessments</u>	<u>\$1350</u>	<u>per evaluation</u>
<u>Other (900) Speech Evaluation (Bilingual)</u>	<u>\$2700</u>	<u>per evaluation</u>
<u>Other (900) Adaptive Physical Education Evals</u>	<u>\$2700</u>	<u>per evaluation</u>
<u>Other (900) FBA/BIP Evaluations</u>	<u>\$2750</u>	<u>per evaluation</u>
<u>Other (900) Health Plan</u>	<u>\$2500</u>	<u>per plan</u>
<u>Other (900) Staff Health Trainings</u>	<u>\$2750</u>	<u>per training</u>
<u>Other (900) Paraeducator</u>	<u>\$55</u>	<u>PER HOUR</u>
<u>Other (900) Document Translation</u>	<u>\$25</u>	<u>PER PAGE</u>
<u>Other (900) IEP Attendance</u>	<u>\$400</u>	<u>PER MEETING</u>
<u>Other (900) SCIA</u>	<u>\$1250</u>	<u></u>



**EXHIBIT B: 2024-2025 ISA****INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting: ☐ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ (Residence) \_\_\_\_\_ (Business)  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

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

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

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

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

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \_\_\_\_\_

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

4. Other Provisions/Attachments:

\_\_\_\_\_  
\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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

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

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

# Coversheet

## Approval of 2024-2025 CharterSafe Insurance Contract

<b>Section:</b>	III. Business
<b>Item:</b>	K. Approval of 2024-2025 CharterSafe Insurance Contract
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Amethod Public Schools.3249.CharterSAFEProposal2425.06-06-2024.pdf

3249  
A  
SELF  
P,WC



## 2024-2025 Membership Renewal Proposal

*Prepared for:*

**Amethod Public Schools**

*Coverage Effective:*

July 01, 2024 at 12:01 AM - July 01, 2025 at 12:00 AM

California Charter Schools Joint Powers Authority

P.O. Box 969, Weimar, CA 95736

Phone: 888.901.0004

[www.chartersafe.org](http://www.chartersafe.org)

Issued: June 06, 2024 at 3:15 pm

**DISCLOSURE:** This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Maria,

CharterSAFE is pleased to present your membership renewal for the 2024-2025 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Dan Berry** at [dberry@chartersafe.org](mailto:dberry@chartersafe.org).

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

#### **REQUIRED SIGNATURES:**

To bind coverage, you must login to the CharterSAFE web portal to complete and sign the Member Renewal Acceptance.

1. Login to the CharterSAFE website at [www.CharterSAFE.org](http://www.CharterSAFE.org) using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

We look forward to working with you in the 2024-2025 year!

Thank you,

The CharterSAFE Team

**CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.**



3249  
A  
SELF  
P,WC

## MEMBER CONTRIBUTION SUMMARY

### Amethod Public Schools

Coverage Effective: July 01, 2024 at 12:01 AM - July 01, 2025 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

#### Liability & Property Package Member Contribution

**\$499,530.00**

##### Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Childhood Sexual Assault Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

##### Crime

##### Property

##### Student & Volunteer Accident

##### Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability
- Deadly Weapons Protection

#### Workers' Compensation & Employer's Liability Member Contribution

**\$155,764.00**

#### Total Member Contribution

**\$655,294.00**

Member can choose one of two payment options when accepting the proposal online

#### Payment in Full - \$655,294.00 Installment Plan

- Deposit (25%) - Due Now - \$163,824.00
- 9 Monthly Installments - \$54,608.00

Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. **CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.**

### Proposal Acceptance: Go to [www.chartersafe.org](http://www.chartersafe.org) and sign on to complete the Member Renewal acceptance.

1. Login to the CharterSAFE website at [www.CharterSAFE.org](http://www.CharterSAFE.org) using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

**DISCLOSURE:** This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

## EXPOSURES & LOCATIONS

### Mailing Address

1450 Marina South Way  
Richmond, CA 94804

Member contributions are calculated based on the exposures listed below, which represent the total sum of all scheduled locations.

<b>Student Count</b>	<b>2,000</b>
<b>Employee Count</b>	<b>216</b>
<b>Annual Estimated Payroll</b>	<b>\$15,668,855.00</b>
<b>Total Insured Value</b>	<b>\$54,818,225.00</b>
Building Value (owned or required to insure)	\$52,968,225.00
Tenant Improvements	\$0.00
Portable Value	\$0.00
Content Value	\$800,000.00
Electronic Data Processing (EDP) Value	\$1,050,000.00
<b>Number of Portables</b>	<b>0</b>

### Scheduled Locations and Breakdown of Exposures

<b>Location ID: 15967</b>	
<b>Amethod Public Schools: 2101 Livingston St.</b>	
Oakland, CA, 94606	
Leased/Owned: <b>Leased</b>	
<b>Students:</b>	<b>0</b>
<b>Employees:</b>	<b>0</b>
<b>Payroll:</b>	<b>0.00</b>
<b>Total TIV:</b>	<b>50,000.00</b>
Building Value:	0.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	50,000.00
EDP Value:	0.00
<b># of Portables:</b>	<b>0</b>

<b>Location ID: 23277</b>	
<b>Amethod Public Schools: Home Office: 1450 Marina Way South Ste 300</b>	
Richmond, CA, 94804	
Leased/Owned: <b>Owned</b>	
<b>Students:</b>	<b>0</b>
<b>Employees:</b>	<b>16</b>
<b>Payroll:</b>	<b>1,670,000.00</b>
<b>Total TIV:</b>	<b>2,797,300.00</b>
Building Value:	2,497,300.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	50,000.00
EDP Value:	250,000.00
<b># of Portables:</b>	<b>0</b>

<b>Location ID: 14275</b>	
<b>Benito Juarez Elementary: 1450 Marina Way South and Parking Lot</b>	
Richmond, CA, 94804	
Leased/Owned: <b>Owned</b>	
<b>Students:</b>	<b>445</b>
<b>Employees:</b>	<b>39</b>
<b>Payroll:</b>	<b>2,680,000.00</b>
<b>Total TIV:</b>	<b>12,828,375.00</b>
Building Value:	12,494,625.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	155,750.00
EDP Value:	178,000.00
<b># of Portables:</b>	<b>0</b>

<b>Location ID: 17376</b>	
<b>Downtown Charter Academy: 2000 Dennison Street</b>	
Oakland, CA, 94606	
Leased/Owned: <b>Leased</b>	
<b>Students:</b>	<b>285</b>
<b>Employees:</b>	<b>35</b>
<b>Payroll:</b>	<b>2,220,000.00</b>
<b>Total TIV:</b>	<b>224,750.00</b>
Building Value:	11,000.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	99,750.00
EDP Value:	114,000.00
<b># of Portables:</b>	<b>0</b>

**Location ID: 15457**
**John Henry High School: 1402 Marina Way South**

Richmond, CA, 94804

Leased/Owned: **Owned**

<b>Students:</b>	<b>340</b>
<b>Employees:</b>	<b>36</b>
<b>Payroll:</b>	<b>2,428,855.00</b>
<b>Total TIV:</b>	<b>13,253,700.00</b>
<b>Building Value:</b>	12,998,700.00
<b>Tenant Improvements:</b>	0.00
<b>Portable Value:</b>	0.00
<b>Content Value:</b>	119,000.00
<b>EDP Value:</b>	136,000.00
<b># of Portables:</b>	<b>0</b>

**Location ID: 11531**
**Oakland Charter Academy: 4215 Foothill Blvd**

Oakland, CA, 94601-2203

Leased/Owned: **Owned**

<b>Students:</b>	<b>240</b>
<b>Employees:</b>	<b>26</b>
<b>Payroll:</b>	<b>1,690,000.00</b>
<b>Total TIV:</b>	<b>8,807,875.00</b>
<b>Building Value:</b>	8,627,875.00
<b>Tenant Improvements:</b>	0.00
<b>Portable Value:</b>	0.00
<b>Content Value:</b>	84,000.00
<b>EDP Value:</b>	96,000.00
<b># of Portables:</b>	<b>0</b>

**Location ID: 17377**
**Oakland Charter High School (PATTEN): 2430 & 2433 Coolidge Ave.**

Oakland, CA, 94601

Leased/Owned: **Owned**

<b>Students:</b>	<b>410</b>
<b>Employees:</b>	<b>39</b>
<b>Payroll:</b>	<b>3,360,000.00</b>
<b>Total TIV:</b>	<b>4,207,500.00</b>
<b>Building Value:</b>	3,900,000.00
<b>Tenant Improvements:</b>	0.00
<b>Portable Value:</b>	0.00
<b>Content Value:</b>	143,500.00
<b>EDP Value:</b>	164,000.00
<b># of Portables:</b>	<b>0</b>

**Location ID: 17378**
**Richmond Charter Academy: 1450 Marina South Way**

Richmond, CA, 94804

Leased/Owned: **Owned**

<b>Students:</b>	<b>280</b>
<b>Employees:</b>	<b>25</b>
<b>Payroll:</b>	<b>1,620,000.00</b>
<b>Total TIV:</b>	<b>12,648,725.00</b>
<b>Building Value:</b>	12,438,725.00
<b>Tenant Improvements:</b>	0.00
<b>Portable Value:</b>	0.00
<b>Content Value:</b>	98,000.00
<b>EDP Value:</b>	112,000.00
<b># of Portables:</b>	<b>0</b>

## Vehicles

Vehicle Type	Make	Model	Year	VIN
Van	Ford	Transit 150 SL		1FMZK1CM3KKA96331
Van	Ford	Transit 150 XL		1FMZK1CM7KKA96329
Van	Ford	Transit 150 XL		1FMZK1CM9KKA96333
Van	Ford	Transit 150 XL		1FMZK1CM7KKA96332
Van	Ford	Transit 150 SL		1FMZK1CM3KKA96330
Van	Ford	SV	2001	1FMNE31L81HB44833
Van	Ford	SW	2001	1FMNE31L11HB44835
Van	Ford	SW	2006	1FDNE31L86DA70005

## CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **\$55,000,000** Per Member Aggregate

### Directors & Officers, Employment Practices, and Fiduciary Liability

**Directors & Officers Liability Retroactive Date:** **07/01/2013**  
**Employment Practices Liability Retroactive Date:** **07/01/2013**  
**Fiduciary Liability Retroactive Date:** **07/01/2013**

Coverages	Limits	Deductibles
<b>Directors &amp; Officers and Company Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	\$25,000.00 per <b>claim</b>
<b>Employment Practices Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	\$100,000.00 per <b>claim</b>
<b>Fiduciary Liability</b>	\$1,000,000 per <b>claim</b> and member aggregate	\$0

**Reporting:** Claims must be reported to CharterSAFE as soon as you are made aware of a claim and **not to exceed sixty (60) days after policy expiration**. Coverage is provided on a claims-made basis.

### General Liability

Coverages	Limits	Deductibles
<b>Bodily Injury and Property Damage</b>	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
<b>Premises Medical Payment</b>	\$10,000 per person \$50,000 per occurrence	\$0
<b>Products and Completed Operations</b>	\$5,000,000 per occurrence and member aggregate	\$0
<b>Fire Legal/Damage to Premises Rented Sublimit</b>	\$1,000,000 per occurrence	\$0
*A list of <i>High-Risk Activities</i> is available at <a href="http://www.chartersafe.org">www.chartersafe.org</a> or you may contact <b>Dan Berry</b> at <a href="mailto:dberry@chartersafe.org">dberry@chartersafe.org</a> / (916) 880-3469.		

### Employee Benefits Liability

Coverages	Limits	Deductibles
<b>Employee Benefits Liability</b>	\$5,000,000 per occurrence and member aggregate	\$0

## Educator's Legal Liability

Coverages	Limits	Deductibles
<b>Educator's Legal Liability</b>	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
<b>Special Education Program Legal Expense Coverage - Reimbursement Sublimit</b>	\$50,000 per occurrence/ aggregate reimbursement sublimit  \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$7,500 per occurrence

## Childhood Sexual Assault Liability

Childhood Sexual Assault Liability Retroactive Date:

**07/01/2021**

Coverages	Limits	Deductibles
<b>Childhood Sexual Assault Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	\$0 if school completes training mandate*  \$100,000 if school does not complete training mandate*
<b>Reporting:</b>	Claims must be reported <b>immediately</b> to CharterSAFE and to <b>not exceed</b> sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	
<b>*Training Mandate</b> Childhood Sexual Assault Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is <b>REQUIRED</b> to be completed by 90% or more of staff <b>no later than September 30th</b> . If coverage begins after July 1, the training must be completed no later than ninety (90) days from when coverage begins. New employees are required to complete the training within six (6) weeks of employment.		

## Law Enforcement Activities Liability

Coverages	Limits	Deductibles
<b>Law Enforcement Activities Liability</b>	\$5,000,000 per occurrence and member aggregate	\$0

## Automobile

Coverages	Limits	Deductibles
<b>Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos</b>	\$5,000,000 per occurrence and member aggregate	\$0
<b>Auto Physical Damage*</b>	\$2,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

## Excess Liability - SELF

<b>Coverage Provided by:</b>	Schools Excess Liability Fund (SELF)
<b>Coverage:</b>	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
<b>Limits:</b>	\$50,000,000 per occurrence/ <b>claim</b> and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CharterSAFE is a single member of SELF, a not-for-profit scholastic JPA in California, for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different terms, conditions, and exclusions. You can access SELF JPA's information at [www.selfjpa.org](http://www.selfjpa.org).

**Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.**

**CRIME**

Coverages	Limits	Deductibles
<b>Money and Securities</b>  <b>Forgery or Alteration</b>  <b>Employee Dishonesty</b>  <b>Computer and Funds Transfer Fraud</b>	\$1,000,000 per occurrence and member aggregate	\$2,500 per occurrence

## PROPERTY

**Perils Include:**

Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

**Valuation:**

Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
<b>Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence and aggregate.  See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence for all other covered perils  <b>Causes of Loss:</b> 1. Water Damage: \$2,500 per occurrence 2. Wildfire: \$10,000 per occurrence
<b>Boiler &amp; Machinery / Equipment Breakdown</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence and aggregate.  See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
<b>Business Interruption</b>	\$10,000,000 per occurrence	\$1,000 per occurrence
<b>Extra Expense</b>	\$10,000,000 per occurrence	\$1,000 per occurrence

**PLEASE NOTE:**

Renovation and construction projects valued over \$200,000 in hard and soft costs are not covered unless specifically endorsed onto the policy. If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Dan Berry** at [dberry@chartersafe.org](mailto:dberry@chartersafe.org). CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional member contribution would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Kiki Goldsmith** ([kiki\\_goldsmith@ajg.com](mailto:kiki_goldsmith@ajg.com)/ 949-349-9842).



## **STUDENT AND VOLUNTEER ACCIDENT**

Coverages	Limits	Deductibles
<b>Student Accident</b>	\$50,000 per injury/accident 104 Week benefit period	\$2,500 per injury/accident for <i>High-Risk Activities</i> *
<b>Volunteer Accident</b>	\$25,000 per injury/accident 104 Week benefit period	\$2,500 per injury/accident for <i>High-Risk Activities</i> *
*A list of <i>High-Risk Activities</i> is available at <a href="http://www.chartersafe.org">www.chartersafe.org</a> or you may contact <b>Dan Berry</b> at <a href="mailto:dberry@chartersafe.org">dberry@chartersafe.org</a> / (916) 880-3469.		

**Terms & Conditions:**

- Coverage is provided on an excess basis but would become primary should the student or volunteer not have health insurance.
- Claim submission deadline: Ninety (90) days after the date of incident.

**Optional Catastrophic  
Student Accident Coverage:**

If interested in obtaining higher limits with or without sports included, please contact:

**Gallagher**  
18201 Von Karman Avenue, Suite #200  
Irvine, CA 92612

**Kiki Goldsmith**  
Client Service Executive  
[kiki\\_goldsmith@ajg.com](mailto:kiki_goldsmith@ajg.com)  
949-349-9842

## **ADDITIONAL PROGRAM COVERAGES**

### Pollution Liability and First Party Remediation

Coverages	Limits	Deductibles
<b>Pollution Liability and First Party Remediation</b>	\$1,000,000 per pollution condition or indoor environmental condition and aggregate  \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per pollution condition

**Reporting:**

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.

**Coverage is provided on a claims-made basis.**

### Terrorism Liability

Coverages	Limits	Deductibles
<b>Terrorism Liability</b>	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

**Reporting:**

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.

**Coverage is provided on a claims-made basis.**

### Terrorism Property

Coverages	Limits	Deductibles
<b>Terrorism Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence  See "Exposures & Locations" section for schedule limits	\$1,000 per occurrence

## Cyber Liability

Coverages	Limits	Deductibles
<b>Cyber Liability</b>	\$1,000,000 per <b>claim</b>  \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	*Varies Based on Levels Noted Below
<b>Ransomware Sublimits (inclusive with Cyber Liability Coverages)</b>	<p>Qualification Level 1 \$1,000,000 ransom payment sublimit* \$1,000,000 ransomware limit</p> <p>Qualification Level 2 \$500,000 ransom payment sublimit* \$1,000,000 ransomware limit</p> <p>Qualification Level 3 \$50,000 ransom payment sublimit* \$250,000 ransomware limit</p>	<p>Level 1 \$10,000 per <b>claim</b></p> <p>Level 2 \$25,000 per <b>claim</b></p> <p>Level 3 \$50,000 per <b>claim</b></p>

### Reporting:

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.

**Coverage is provided on a claims-made basis.**

### \*Requirement for Coverage to be in effect:

**Qualification Level 1** - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials; (3) implemented an EDR tool or MDR service.

**Qualification Level 2** - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials.

**Qualification Level 3** - Members who did not submit a cyber application and/or do not meet the security requirements.

## Deadly Weapons Protection

Coverages	Limits	Deductibles
<b>Deadly Weapons Protection</b>	\$500,000 per occurrence of a Deadly Weapon Event  \$2,500,000 CharterSAFE Members' Combined Annual Aggregate	\$0

## **WORKERS' COMPENSATION & EMPLOYER'S LIABILITY**

Coverages	Limits	Deductibles
<b>Workers' Compensation</b>	Statutory	\$0
<b>Employer's Liability</b>	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

**Auditable:**

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.